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

Amendment No. 1
to
FORM F-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

Swvl Holdings Corp

(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

British Virgin Islands
(State or Other Jurisdiction of
Incorporation or Organization)

7372
(Primary Standard Industrial
Classification Code Number)

98-1614508
(I.R.S. Employer
Identification Number)

**The Offices 4, One Central
Dubai World Trade Center
Dubai, United Arab Emirates**

+971 422411293

(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:

Nicholas A. Dorsey
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 (as amended, the "Securities Act"), check the following box.

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(c) 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 number of the earlier effective registration statement for the same offering.

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 term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

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, as amended, or until the registration statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where such offer or sale is not permitted.

Subject to Completion, dated May 27, 2022

PRELIMINARY PROSPECTUS

Swvl Holdings Corp

87,379,534 CLASS A ORDINARY SHARES,

5,933,333 WARRANTS TO PURCHASE CLASS A ORDINARY SHARES AND

17,433,333 CLASS A ORDINARY SHARES UNDERLYING WARRANTS

This prospectus relates to the offer and sale from time to time by the selling securityholders named in this prospectus (the “Selling Securityholders”) of up to (a) 87,379,534 Class A Ordinary Shares, which includes up to 9,010,567 Class A Ordinary Shares which are issuable to certain former stockholders of Legacy Swvl as earnout consideration (valued as \$10.00 per share at the time of the Business Combination) upon the achievement of certain stock price thresholds for our Class A Ordinary Shares and (b) 5,933,333 Private Placement Warrants. The Class A Ordinary Shares described in clause (a) of the prior sentence include (i) 3,966,400 Class A Ordinary Shares issued to the PIPE Investors at a cash price of \$10.00 per share, (ii) 8,222,311 Class A Ordinary Shares issued to certain PIPE Investors who effectively pre-funded Swvl with the Swvl Exchangeable Notes at an exchange rate of \$8.50 per share, \$9.10 per share or \$9.50 per share, (iii) 8,625,000 Class A Ordinary Shares issued to the Sponsor at a cash price of \$0.003 per share and (iv) 57,555,256 Class A Ordinary Shares issued to Selling Securityholders who were former equityholders of Legacy Swvl as equity merger consideration pursuant to the Business Combination at an equity consideration value of \$10.00 per share. The Private Placement Warrants described in clause (b) of such sentence were originally issued in a private placement at a cash price of \$1.50 per warrant.

In addition, this prospectus relates to the issuance by us of up to (a) 11,500,000 Class A Ordinary Shares issuable upon exercise of the Public Warrants, which warrants were previously registered and originally issued in the initial public offering of units of Queen’s Gambit Growth Capital, a Cayman Islands exempted company, at a price of \$10.00 per unit with each unit consisting of one Class A Ordinary Share and one-third of one warrant (each Public Warrant entitles the holder thereof to purchase one Class A Ordinary Share at a price of \$11.50 per share) and (b) 5,933,333 Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants.

The Selling Securityholders may offer all or part of the securities for resale from time to time through public or private transactions, at either prevailing market prices or at privately negotiated prices. These securities are being registered to permit the Selling Securityholders to sell securities from time to time, in amounts, at prices and on terms determined at the time of offering. The Selling Securityholders may sell these securities through ordinary brokerage transactions, directly to market makers of our shares or through any other means described in the section entitled “Plan of Distribution” herein. In connection with any sales of securities offered hereunder, the Selling Securityholders, any underwriters, agents, brokers or dealers participating in such sales may be deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

We are registering these securities for resale by the Selling Securityholders, or their donees, pledgees, transferees or their successors that may be identified in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part. See “Plan of Distribution”.

We will not receive any proceeds from the sale of the securities by the Selling Securityholders, except with respect to amounts received by the Company upon exercise of the Warrants to the extent such Warrants are exercised for cash. We believe the likelihood that warrant holders will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. When the market price for our Class A Ordinary Shares is less than \$11.50 per share (i.e., the Warrants are “out of the money”), which it is as of the date of this prospectus, we believe warrant holders will be unlikely to exercise their Warrants.

(cover page continues on next page)

(cover page continued below)

Our Class A Ordinary Shares and Warrants are listed on the Nasdaq Stock Market LLC (“Nasdaq”), under the trading symbols “SWVL” and “SWVLW,” respectively. On May 23, 2022, the closing price for our Class A Ordinary Shares on Nasdaq was \$4.77. On May 23, 2022, the closing price for our Warrants on Nasdaq was \$0.58.

The Class A Ordinary Shares and Warrants being offered for resale in this prospectus (collectively, the “Resale Securities”) represent a substantial percentage of the total outstanding shares of our Class A Ordinary Shares as of the date of this prospectus. The outstanding Class A Ordinary Shares being offered in this prospectus represent approximately 66% of our outstanding Class A Ordinary Shares, assuming the Class A Ordinary Shares issuable upon the achievement of certain stock price thresholds are not outstanding, or 75% assuming they are outstanding. Additionally, if all the Warrants are exercised, the Selling Securityholders would own an additional 17,433,333 shares of Class A Ordinary Shares, representing an additional 12.8% of the total outstanding Class A Ordinary Shares. The sale of all the securities being offered in this prospectus, or the perception that these sales could occur, could result in a significant decline in the public trading price of our Class A Ordinary Shares. In addition to the Selling Securityholders, B. Riley Principal Capital, LLC (“B. Riley”) may sell a substantial number of our securities, with a potential value of up to \$471.7 million pursuant to a separate resale prospectus and equity line financing facility. For a description of the equity line financing facility that we have established with B. Riley, please refer to the “Operating and Financial Review and Prospects” section of this prospectus. The sale of all the securities being offered in this prospectus together with the sale of the securities held by B. Riley, or the perception that these sales could occur, could depress the market price of our securities. Despite such a decline in the public trading price of our securities, the Selling Securityholders may still experience a positive rate of return on the securities they purchased due to the differences in the purchase prices described above and the public trading price of our securities. Based on the closing price of our Class A Ordinary Shares of \$4.77 as of May 23, 2022, upon the sale of our Class A Ordinary Shares, (a) the PIPE Investors may experience a potential loss of up to \$5.23 per share, (b) the PIPE Investors who effectively pre-funded Swvl with the Swvl Exchangeable Notes may experience a potential loss of up to \$3.73 - \$4.73 per share, (c) the Sponsor may experience a potential profit of up to \$4.77 per share and (d) the Selling Securityholders who were former equityholders of Legacy Swvl may experience a potential loss of up to \$5.23 per share. Based on the closing price of our Warrants of \$0.58 as of May 23, 2022, upon the sale of the Private Placement Warrants, the Sponsor may experience a potential loss of up to \$0.92 per Private Placement Warrant.

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should read this entire prospectus and any amendments or supplements carefully before you make your investment decision.

We are a “foreign private issuer” as defined under the U.S. federal securities laws and, as such, may elect to comply with certain reduced public company disclosure and reporting requirements. See “Prospectus Summary—Foreign Private Issuer.”

Investing in our securities involves a high degree of risk. You should carefully review the risks and uncertainties described under the heading “[Risk Factors](#)” beginning on page 9 of this prospectus before you make an investment in the securities.

Neither the Securities and Exchange Commission (the “SEC”) nor any state or foreign securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Prospectus dated _____, 2022

TABLE OF CONTENTS

TRADEMARKS, SERVICE MARKS AND TRADE NAMES	ii
CURRENCY AND EXCHANGE RATES	ii
INDUSTRY AND MARKET DATA	ii
ABOUT THIS PROSPECTUS	ii
PRESENTATION OF FINANCIAL INFORMATION	iv
NON-IFRS FINANCIAL MEASURES	iv
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS	vi
PROSPECTUS SUMMARY	1
THE OFFERING	7
RISK FACTORS	9
CAPITALIZATION AND INDEBTEDNESS	50
UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION	51
USE OF PROCEEDS	67
MARKET PRICE OF OUR SECURITIES AND DIVIDEND POLICY	68
BUSINESS	69
OPERATING AND FINANCIAL REVIEW AND PROSPECTS	80
MANAGEMENT	103
COMPENSATION	108
BENEFICIAL OWNERSHIP OF CLASS A ORDINARY SHARES	110
SELLING SECURITYHOLDERS	112
CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS	115
DESCRIPTION OF SECURITIES	118
CLASS A ORDINARY SHARES ELIGIBLE FOR FUTURE SALE	126
TAXATION	130
PLAN OF DISTRIBUTION	136
EXPENSES RELATED TO THE OFFERING	139
LEGAL MATTERS	140
EXPERTS	141
SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES UNDER U.S. SECURITIES LAWS	142
WHERE YOU CAN FIND ADDITIONAL INFORMATION	143
INDEX TO FINANCIAL STATEMENTS	F-1

Except as otherwise set forth in this prospectus, we have not taken any action to permit a public offering of these securities outside the United States or to permit the possession or distribution of this prospectus outside the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of these securities and the distribution of this prospectus outside the United States.

TRADEMARKS, SERVICE MARKS AND TRADE NAMES

This 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 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 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 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 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 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 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 “Operating and Financial Review and Prospects” in this prospectus.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form F-1 filed with the SEC by Swvl Holdings Corp. The Selling Securityholders named in this prospectus may, from time to time, sell the securities described in this prospectus in one or more offerings. This prospectus includes important information about us, the securities being offered by the Selling Securityholders and other information you should know before investing. Any prospectus supplement may also add, update, or change information in this prospectus. If there is any inconsistency between the information contained in this prospectus and any prospectus supplement, you should rely on the information contained in that particular prospectus supplement. This prospectus does not contain all of the information provided in the registration statement that we filed with the SEC. You should read this prospectus together with the additional information about us described in the section below entitled “Where You Can Find Additional Information.” You should rely only on information contained in this prospectus, any prospectus supplement and any related free writing prospectus. We have not, and the Selling Securityholders have not, authorized anyone to provide you with information different from that contained in this prospectus, any prospectus supplement and any related free writing prospectus. The information contained in this prospectus is accurate only as of the date on the front cover of the prospectus. You should not assume that the information contained in this prospectus is accurate as of any other date.

[Table of Contents](#)

The Selling Securityholders may offer and sell the securities directly to purchasers, through agents selected by the Selling Securityholders, or to or through underwriters or dealers. A prospectus supplement, if required, may describe the terms of the plan of distribution and set forth the names of any agents, underwriters or dealers involved in the sale of securities. See “Plan of Distribution.”

Discrepancies in any table between totals and sums of the amounts listed are due to rounding. Certain amounts and percentages have been rounded; consequently, certain figures may add up to be more or less than the total amount and certain percentages may add up to be more or less than 100% due to rounding.

Throughout this prospectus, unless otherwise designated or the context otherwise requires, the terms “we”, “us”, “our”, “Holdings”, “Swvl”, “the Company” and “our company” refer to Swvl Holdings Corp and its subsidiaries; provided, however, that when used with reference to the period prior to the consummation of the Business Combination, the terms “Swvl” or “Legacy Swvl” refer to Swvl Inc. and its subsidiaries.

PRESENTATION OF FINANCIAL INFORMATION

SPAC

The historical financial statements of Queen’s Gambit Growth Capital (“SPAC”) as of December 31, 2020 and 2021, and the period from December 9, 2020 (inception) through December 31, 2020 and for the year ended December 31, 2021, were prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”) and are denominated in U.S. dollars.

Swvl

The historical financial statements of Swvl as of and for the years ended December 31, 2019, 2020 and 2021 were prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) and are denominated in U.S. dollars.

NON-IFRS FINANCIAL MEASURES

Swvl reports certain financial information using non-IFRS financial measures, including 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 interim 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 or condensed interim consolidated financial results prepared in accordance with IFRS. For more information on the non-IFRS financial measures used in this prospectus, please see “Operating and Financial Review and Prospects—Key Business and Non-IFRS Measures”.

CERTAIN DEFINED TERMS

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

- “Articles” are to the Second Amended and Restated Memorandum and Articles of Association of the Company;
- “B2B” are to “business to business”;
- “B2C” are to “business to consumer”;
- “Board” are to the board of directors of the Company;
- “bookings” are to seats that have been reserved by riders on a ride;
- “Business Combination Agreement” are to that certain Business Combination Agreement, dated as of July 28, 2021, by and among Swvl, SPAC, the Company, Cayman Merger Sub and BVI Merger Sub, as amended;
- “Business Combination” are to the transactions effected by the Business Combination Agreement;
- “BVI” are to the British Virgin Islands;
- “BVI Companies Act” are to the BVI Business Companies Act (as amended);
- “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;
- “captains” are to drivers using Swvl’s platform;

Table of Contents

- “Cayman Merger Sub” are to Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability;
- “Earnout RSUs” are to restricted stock units in respect of Earnout RSU Shares;
- “Earnout RSU Shares” are to Class A Ordinary Shares that will be issued in settlement of Earnout RSUs upon the achievement of certain price targets or occurrence of a “change of control” event, as more fully described in the section titled “Class A Ordinary Shares Eligible for Future Sale—Earnout”;
- “Earnout Shares” are to the up to 15,000,000 additional Class A Ordinary Shares (inclusive of Earnout RSU Shares) issuable pursuant to the Business Combination Agreement upon the achievement of certain price targets or the occurrence of a “change of control” event, as more fully described in the section titled “Class A Ordinary Shares Eligible for Future Sale—Earnout”;
- “Exchange Act” are to the Securities Exchange Act of 1934;
- “FINRA” are to the Financial Industry Regulatory Authority;
- “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 the Company, certain shareholders of SPAC and certain shareholders of Legacy Swvl effective as of the Closing;
- “Private Placement Warrants” are to the warrants the SPAC originally issued to the Sponsor in a private placement prior to the Business Combination and which, pursuant to the Business Combination Agreement and the Warrant Agreement, were subsequently assumed by Swvl, and converted into warrants of Swvl, upon consummation of the Business Combination;
- “Public Warrants” are to the warrants the SPAC issued in connection with its initial public offering and which, pursuant to the Business Combination Agreement and the Warrant Agreement, were subsequently assumed by Swvl, and converted into warrants of Swvl, upon consummation of the Business Combination;
- “riders” are to persons filling seats on rides;
- “Sarbanes-Oxley Act” are to the Sarbanes-Oxley Act of 2002;
- “seats” are to physical spaces on rides that can be booked by riders;
- “Service Provider” are to any employee, officer, director, individual independent contractor or individual consultant of Swvl;
- “SPAC” are to Queen’s Gambit Growth Capital, a Cayman Islands exempted company with limited liability;
- “Sponsor” are to Queen’s Gambit Holdings LLC, a Delaware limited liability company;
- “Warrants” are to the Public Warrants and Private Placement Warrants; and
- “Warrant Agreement” are to the Warrant Agreement, dated January 19, 2021, between SPAC and Continental Stock Transfer & Trust Company, as warrant agent, as amended.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this 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 our current views with respect to, among other things, the benefits of the Business Combination, the Company's capital resources, results of operation, financial condition, liquidity, prospects, growth and strategies, future market conditions, economic performance and developments in the capital and credit markets. 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 prospectus reflect our current views 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. 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 ability to obtain or maintain the listing of our securities on Nasdaq;
- the risk that the consummation of the transactions disrupts current plans and operations of Swvl;
- 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 Swvl to grow and manage growth profitably;
- Swvl's incurrence of substantial transaction costs related to the Business Combination;
- Swvl's success in attracting and retaining riders and qualified drivers or changes in its officers, key employees or directors following the Business Combination;
- 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 adversely affect the results of operations, financial position, and cash flows of Swvl;
- technological changes, particularly across the SaaS/TaaS vertical;
- the inability of our management team 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 Swvl may be adversely affected by other economic, business, legal or competitive factors.

While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. Except as otherwise required by applicable law, we 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 prospectus, except as required by applicable law. For a further discussion of these and other factors that could cause our future results, performance or

[Table of Contents](#)

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 us.

PROSPECTUS SUMMARY

This summary highlights certain information about us, this offering and selected information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to invest in the securities covered by this prospectus. You should read the following summary together with the more detailed information in this prospectus, any related prospectus supplement and any related free writing prospectus, including the information set forth in the section titled “Risk Factors” in this prospectus, any related prospectus supplement and any related free writing prospectus in their entirety before making an investment decision.

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 business to consumer (“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 December 31, 2021, more than 2.1 million users have booked more than 73.3 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 December 31, 2021, more than 250 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 December 31, 2021, we have expanded our operations to multiple 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. Namely, in the second half of 2019, we commenced operations in major cities in Pakistan, including Lahore, Islamabad and Karachi, and relocated our headquarters from Cairo, 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.

Recent Developments

Definitive Agreement to Acquire Zeelo

On April 28, 2022, Swvl announced a definitive agreement to acquire Zeelo LTD. (“Zeelo”), the UK’s largest smart bus platform and technology scale-up, measured by bookings. We believe joining forces with Zeelo provides a launchpad to rapidly land and expand business operations in three strategic developed markets including the UK, South Africa and the US with Zeelo’s seasoned team of over 160 staff across the globe, including 29 software engineers based out of Zeelo’s R&D hub in Barcelona.

Acquisition of Volt Lines

On April 25, 2022, we announced a definitive agreement to acquire Volt Lines B.V. (“Volt Lines”), a Turkey-based B2B and Transport as a Service mobility business. The acquisition builds on Swvl’s recent acquisitions of controlling stakes in Shotl Transportation, S.L. (“Shotl”) and Viapool Inc. (“Viapool”), and pending acquisitions of Door2DoorGmbH (“door2door”) and Zeelo. The transaction closed on May 25, 2022.

First Quarter 2022 Key Business Measures

On April 13, 2022, the Company released key business measures for the quarter ended March 31, 2022. The Company reported total ticket fares of \$27 million for the first quarter 2022, representing an increase of approximately 27% from the prior quarter and a 4.0x increase from the first quarter 2021. The average ticket fare for the first quarter 2022 was \$1.71, with average cost per available seat for the first quarter 2022 of \$1.28, 74% of average ticket fare. Ticket fare growth was driven by the Company’s user-centric ecosystem, robust geographic expansions and a swift turnaround from the impact of Covid (total ticket fares for the first quarter represented a 2.7x increase from pre-Covid levels). Bookings increased 25% in the first quarter 2022 since the fourth quarter 2021 and, including first quarter 2022 bookings, aggregate bookings since the start of operations crossed 90 million. Bookings increased approximately 3.9x year-over-year and increased approximately 2.3x from 2020 levels before the onset of the pandemic. Fleet utilization levels remained high at 82% for the first quarter 2022. The Company also achieved a 25% increase in total available seats and bookings growth of 25% in the first quarter 2022 from the prior quarter.

Business Combination

On March 31, 2022, the Company consummated the previously announced business combination pursuant to the Business Combination Agreement. Pursuant to the Business Combination Agreement, among other things, (a) SPAC merged 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, the Company redeemed each Class A Ordinary Share and each Class B ordinary share, par value \$0.0001, of the Company (each, a “Common Share B”) issued and outstanding immediately prior to the SPAC Merger for par value, (c) following the SPAC Merger, the SPAC Surviving Company distributed all of the issued and outstanding BVI Merger Sub Common Shares to the Company (the “BVI Merger Sub Distribution”) and (d) following the BVI Merger Sub Distribution, BVI Merger Sub merged with and into Legacy Swvl (the “Company Merger”), with Legacy Swvl surviving the Company Merger as a wholly owned subsidiary of the Company. As a result of the Business Combination, the SPAC Surviving Company and Legacy Swvl each became wholly owned subsidiaries of the Company and the securityholders of SPAC and Legacy Swvl became securityholders of the Company.

As part of the Business Combination, 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 was automatically cancelled, extinguished and converted into the right to receive one Class A

Ordinary Share and (b) each Class B ordinary share, par value \$0.0001 per share, of SPAC, was automatically cancelled, extinguished and converted into the right to receive one 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 was automatically assumed and converted into a fraction or whole Warrant, to acquire (in the case of a whole warrant) one Class A Ordinary Share, 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 unit of SPAC, 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 was automatically cancelled, extinguished and converted into one unit of the Company (each, a “Unit”), comprised of one Class A Ordinary Share and one-third of one Warrant.

As part of the Business Combination, at the effective time of the Company Merger (the “Company Merger Effective Time”), among other things, (a) the Units separated into their component securities and ceased to exist, (b) all of Legacy Swvl’s ordinary common shares A of no par value, all of Legacy Swvl’s ordinary common shares B of no par value (“Common Shares B”) and all preferred shares of Legacy Swvl (collectively, “Legacy Swvl Shares”) outstanding immediately prior to the Company Merger Effective Time (excluding any Legacy Swvl Shares held in treasury by Legacy Swvl) were automatically cancelled, extinguished and converted into the right to receive (i) a number of Class A Ordinary Shares equal to an exchange ratio of approximately 1509.96x, and (ii) upon the satisfaction of certain conditions set forth in the Business Combination Agreement, the applicable per share earnout consideration (the “Per Share Earnout Consideration”), in each case without interest and (c) each then outstanding and unexercised option to purchase Common Shares B (each, a “Legacy Swvl Option”), whether or not vested, were assumed and converted into (i) an option to purchase a number of Class A Ordinary Shares (such option, an “Exchanged Option”) equal to the product of (A) the number of Common Shares B subject to such Legacy Swvl Option (assuming payment in cash of the exercise price of such Legacy Swvl Option) immediately prior to the Company Merger Effective Time multiplied by (B) the exchange ratio, at an exercise price per share equal to (x) the exercise price per share of such Legacy Swvl 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 Legacy Swvl Option) and (ii) a number of restricted stock units that will be settled in Class A Ordinary Shares upon the satisfaction of certain price targets or the occurrence of a “change of control” event. Concurrently with the consummation of the Company Merger at the Company Merger Effective Time, then outstanding convertible notes of Legacy Swvl also converted into the right to receive Class A Ordinary Shares.

In connection with the transactions contemplated by the Business Combination Agreement, SPAC and the Company entered into subscription agreements (the “PIPE Subscription Agreements”) with a number of investors (the “PIPE Investors”), pursuant to which the PIPE Investors agreed to purchase, and the Company agreed to sell to the PIPE Investors in a private placement at or after the Company Merger Effective Time, Class A Ordinary Shares for a purchase price of \$10.00 per share, representing an aggregate purchase price of \$49.7 million, of which \$39.7 million was received by the Company at the Company Merger Effective Time. In addition, Legacy Swvl issued \$71.8 million of exchangeable notes (the “Swvl Exchangeable Notes”) to investors, including certain of the PIPE Investors, which such Swvl Exchangeable Notes were automatically exchanged for Class A Ordinary Shares. The aggregate number of Class A Ordinary Shares issued as of the date of this prospectus in connection with the PIPE Subscription Agreements and the Swvl Exchangeable Notes was 12,188,711.

The Business Combination was consummated on March 31, 2022. As a result of the Business Combination, the SPAC Surviving Company and Legacy Swvl each became wholly owned subsidiaries of the Company. On April 1, 2022, the Class A Ordinary Shares and Warrants (together, the “Securities” or the “Swvl Securities”) commenced trading on Nasdaq, under the new tickers “SWVL” and “SWVLW,” respectively. The Units, having automatically separated into their component securities at the Company Merger Effective Time, have ceased to be outstanding.

Certain of the Selling Securityholders beneficially own approximately 47% of our outstanding Class A Ordinary Shares and, subject to the contractual lock-ups described below, may sell all of their Class A Ordinary Shares in the public market at any time, so long as the registration statement of which this prospectus forms a part remains effective

and this prospectus remains usable. Pursuant to lock-up agreements entered into with the Company, these Selling Securityholders have agreed not to (a) transfer, assign or sell any Class A Ordinary Shares, (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 Class A Ordinary Shares, 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 Business Combination (depending on the applicable Selling Securityholder's beneficial ownership of our Class A Ordinary Shares), (y) the first date on which the last sale price of our 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-day trading period commencing at least 150 days after the consummation of the Business Combination and (z) a liquidation, merger, share exchange or other similar transaction which results in all of our shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property. Sales of a substantial number of our shares in the public market, or the perception that these sales might occur, could depress the market price of our securities.

Emerging Growth Company

We are 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, and have elected to take advantage of the benefits of the extended transition period for new or revised financial accounting standards. We expect to remain an emerging growth company at least through the end of the 2022 fiscal year and expect to continue to take advantage of the benefits of the extended transition period, although we may decide to early adopt such new or revised accounting standards to the extent permitted by such standards. This may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions because of the potential differences in accounting standards used.

Foreign Private Issuer

We are a "foreign private issuer" under SEC rules. Consequently, we are subject to the reporting requirements under the Exchange Act applicable to foreign private issuers.

Based on our foreign private issuer status, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as a U.S. company whose securities are registered under the Exchange Act and we also are exempt from the rules and regulations under the Exchange Act related to the furnishing and content of proxy statements. We are also not required to comply with Regulation FD, which addresses certain restrictions on the selective disclosure of material information. In addition, among other matters, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of Class A Ordinary Shares. Additionally, Nasdaq rules allow foreign private issuers to follow home country practices in lieu of certain of Nasdaq's corporate governance rules and we have elected to do so in certain regards. As a result, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.

Risk Factors

An investment in our securities involves substantial risks and uncertainties that may adversely affect our business, financial condition and results of operations and cash flows. Some of the more significant challenges and risks relating to an investment in our company include, among other things, the following:

- 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 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.

- The securities being offered in this prospectus represent a substantial percentage of our outstanding Class A Ordinary Shares, and the sales of such securities, or the perception that these sales could occur, could cause the market price of our Class A Ordinary Shares to decline significantly.

Our Corporate Information

See "Prospectus Summary—Recent Developments—Business Combination" in this prospectus for additional information regarding the Business Combination. The Company is a business company limited by shares incorporated under the laws of the British Virgin Islands. The Company was incorporated under the laws of the British Virgin Islands on July 23, 2021 under the name Pivotal Holdings Corp. Upon consummation of the Business Combination, the Company changed its name to Swvl Holdings Corp. The mailing address of the Company's registered office is Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Company's principal executive office is The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates. The telephone number of the Company's principal executive office is +971 42241293.

The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The SEC's website is <http://www.sec.gov>. The Company's principal website address is <https://www.swvl.com>. We do not incorporate the information contained on, or accessible through, the Company's websites into this prospectus, and you should not consider it a part of this prospectus.

THE OFFERING

The summary below describes the principal terms of the offering. The “Description of Securities” section of this prospectus contains a more detailed description of the Company’s Class A Ordinary Shares and Warrants.

Securities being registered for resale by the Selling Securityholders:	(a) 87,379,534 Class A Ordinary Shares, which includes up to 9,010,567 Earnout Shares and (b) 5,933,333 Private Placement Warrants.
Offering prices for resales:	The Selling Securityholders will determine when and how they will dispose of the Class A Ordinary Shares and Private Placement Warrants registered under this prospectus for resale.
Class A Ordinary Shares offered by us:	(a) 11,500,000 Class A Ordinary Shares issuable upon exercise of the Public Warrants, which warrants were previously registered and (b) 5,933,333 Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants.
Terms of Warrants:	Each Warrant entitles the holder to purchase one Class A Ordinary Share at a price of \$11.50 per share. Our Warrants expire on March 31, 2027 at 5:00 p.m., New York City time.
Ordinary shares issued and outstanding prior to any exercise of Warrants as of May 23, 2022:	118,883,073 Class A Ordinary Shares.
Warrants issued and outstanding as of the date of this prospectus:	17,433,333 Warrants.
Use of Proceeds:	All of the securities offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective accounts. We will not receive any of the proceeds from such sales. We will receive up to an aggregate of approximately \$200.5 million from the exercise of the Warrants, assuming the exercise in full of all of the Warrants for cash. We believe the likelihood that warrant holders will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. When the market price for our Class A Ordinary Shares is less than \$11.50 per share (i.e., the Warrants are “out of the money”), which it is as of the date of this prospectus, we believe warrant holders will be unlikely to exercise their Warrants. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. See “Use of Proceeds.”
Dividend Policy:	We have never declared or paid any cash dividend on our Class A Ordinary Shares. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any further determination to pay dividends on our Class A Ordinary Shares would be at the discretion of our board of directors, subject to applicable laws, and would depend on our financial condition, results of operations, capital requirements, general business conditions, and other factors that our board of directors may deem relevant.

Market for our Class A Ordinary Shares and Warrants:

Our Class A Ordinary Shares and Warrants are listed on Nasdaq under the trading symbols “SWVL” and “SWVLW”, respectively.

Risk Factors:

You should carefully consider the information set forth herein under “*Risk Factors*”.

RISK FACTORS

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 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.

[Table of Contents](#)

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 has historically conducted 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.

[Table of Contents](#)

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 depends 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

[Table of Contents](#)

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 leads to new riders using Swvl for the first time and drives rider Utilization (calculated as Total Bookings divided by Total Available Seats, over the period of measurement). 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

[Table of Contents](#)

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. Please see the section entitled "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 needs 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 depends 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;

Table of Contents

- 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;

[Table of Contents](#)

- 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;

[Table of Contents](#)

- operating in jurisdictions with reduced, nonexistent or unenforceable protection for intellectual property rights or where Swvl does not have registered intellectual property rights in its brand and/or technology; 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. Swvl is also evaluating whether other types of insurance coverage may be appropriate for its business, such as transportation network company 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

[Table of Contents](#)

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 19 countries (not including the countries of operation of door2door, a company which Swvl announced a definitive agreement to acquire a controlling interest in March 2022 and that is expected to be completed in 2022, or Zeelo, a company which Swvl announced a definitive agreement to acquire in April 2022 and that is expected to be completed in 2022), 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, detect 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 such breach has not had a material impact on Swvl's business or operations and Swvl has since implemented measures designed 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.

[Table of Contents](#)

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

[Table of Contents](#)

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

[Table of Contents](#)

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 capital may not be available on terms acceptable to it, or at all. To the extent Swvl obtains additional capital through future issuances of Swvl Securities, such issuances could dilute the interests of existing shareholders.

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. To support and grow its business, Swvl must have sufficient capital to continue to make significant investments in new and existing offerings (including by continuing to offer discounts and promotions to riders and drivers) and to fund potential acquisitions. The rapid growth of Swvl's business has increased Swvl's use of and need for capital, and Swvl may be required to secure additional financing to continue to grow, both organically and inorganically.

Swvl expects to use the funds it received in connection with the Business Combination to support and grow its business. Receipt of \$10 million of those funds is conditioned on the entry into an investment framework agreement between the European Bank for Reconstruction and Development ("EBRD") and Swvl. As a result, it is possible that receipt of the portion of funds that is conditioned on entry into an investment framework agreement with EBRD may not occur for some time or at all. Pursuant to the EBRD subscription agreement, either Swvl or EBRD may elect to terminate the EBRD subscription agreement because the investment

[Table of Contents](#)

framework agreement was not entered into on or prior to May 25, 2022. As of the date of this prospectus such subscription agreement has not been terminated and negotiations of such agreement between the parties are ongoing, but any delay in or failure to enter into such agreement or any other reason may result in Swvl or EBRD electing to terminate the EBRD subscription agreement and Swvl needing to seek additional and alternative sources of financing earlier than expected. Such financing may not be available on favorable terms, or at all. In such case, Swvl may not be able to continue to make investments at the rate necessary to sustain Swvl's growth.

On March 22, 2022, we entered into an equity line financing pursuant to an ordinary shares purchase agreement with B. Riley pursuant to which B. Riley committed to purchase up to \$471.7 million of Class A Ordinary Shares, subject to certain limitations and conditions set forth in the purchase agreement. The Class A Ordinary Shares that may be issued under the purchase agreement may be sold by us to B. Riley at our discretion from time to time over a 24-month period commencing on the date that the Company initially satisfies certain conditions set forth in the ordinary shares purchase agreement, including the condition that a resale registration statement is declared effective by the SEC. We may ultimately decide to sell all, some, or none of the Class A Ordinary Shares that may be available for us to sell to B. Riley pursuant to the purchase agreement. The purchase price for the shares that we may sell to B. Riley will fluctuate based on the price of our Class A Ordinary Shares. Depending on market liquidity at the time, sales of such shares may cause the trading price of our Class A Ordinary Shares to fall.

If and when we do sell shares to B. Riley, after B. Riley has acquired the shares, B. Riley may resell all, some, or none of those shares at any time or from time to time in its discretion. Therefore, our sales to B. Riley could result in substantial dilution to the interests of other holders of our Class A Ordinary Shares. Additionally, the sale of a substantial number of shares of our Class A Ordinary Shares to B. Riley, or the anticipation of such sales, could make it more difficult for us to sell equity or equity-related securities in the future at a price that we might otherwise wish to effect sales. As consideration for B. Riley's commitment under the purchase agreement to purchase our Class A Ordinary Shares, we issued 386,971 Class A Ordinary Shares to B. Riley and such Class A Ordinary Shares are fully earned and non-refundable, even in the event we do not sell any Class A Ordinary Shares to B. Riley under the purchase agreement.

Furthermore, Swvl may issue additional Swvl Securities in the future. For example, Swvl may issue additional Swvl Securities under an employee incentive plan, in the public market, a private placement or as part of an acquisition in which the seller receives Swvl Securities as consideration. The issuance of additional Swvl Securities by Swvl may significantly dilute the equity interests of existing Swvl shareholders; could cause a change in control if a substantial number of Swvl Securities are issued, which may adversely affect prevailing market prices for Swvl Securities.

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 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

[Table of Contents](#)

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 for 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 environmental, social and governance ("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;

Table of Contents

- 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 acquisitions of controlling interests in Shotl and Viapool and acquisition of Volt Lines and announced acquisitions of door2door and Zeelo 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.

On August 19, 2021, Swvl announced 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 across Europe, South America and the Asia-Pacific region. The transaction closed on November 19, 2021.

On November 16, 2021, Swvl announced a definitive agreement to acquire a controlling interest in Viapool, a mass transit platform currently operating in Buenos Aires, Argentina and Santiago, Chile. The transaction closed on January 14, 2022.

On March 24, 2022, Swvl announced a definitive agreement to acquire a controlling interest in door2door, a high-growth mobility operations platform that partners with municipalities, public transit operators, corporations,

[Table of Contents](#)

and automotive companies to optimize shared mobility solutions across Europe. The closing of the door2door transaction is subject to customary closing conditions and is expected to be completed in 2022.

On April 25, 2022, Swvl announced a definitive agreement to acquire Volt Lines, a Turkey-based B2B and Transport as a Service mobility business. The acquisition builds on Swvl's recent acquisitions of controlling stakes in Shotl and Viapool, and pending acquisitions of door2door and Zeelo. The transaction closed on May 25, 2022.

On April 28, 2022, Swvl announced a definitive agreement to acquire Zeelo, the UK's largest smart bus platform and technology scale-up, measured by bookings. We believe joining forces with Zeelo provides a launchpad to rapidly land and expand business operations in three strategic developed markets including the UK, South Africa and the US with Zeelo's seasoned team of over 160 staff across the globe, including 29 software engineers based out of Zeelo's R&D hub in Barcelona.

Integration of the Shotl, Viapool, door2door, Volt Lines and Zeelo businesses 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, Viapool, door2door, Volt Lines and Zeelo businesses 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, Japan, Argentina and Chile;
- 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.

Certain of the acquisition agreements that we have entered into contain earn-out or other provisions that require us to abide by restrictions on the conduct of our business (or of the acquired business) for a period of time during the pendency of the transaction as well as following the completion of the acquisitions contemplated by such agreements. For example, some of these agreements require us to commit certain amounts of capital to such acquired businesses and limit our ability to terminate certain employees, in each case, over specified timeframes.

In addition, Swvl may not realize all of the anticipated benefits from its acquisition of controlling interests in Shotl, Viapool, door2door, Volt Lines and Zeelo 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 third party business consultants (and with respect to Shotl, 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. These non-contractual arrangements with TaaS customers made up approximately 3%, 6% and 7% of Swvl's revenue in each of fiscal year 2019, fiscal year 2020 and fiscal year 2021, respectively. While the counterparties have performed under such arrangements without any material

[Table of Contents](#)

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 and is setting up internal procedures to ensure that future relationships are governed by written contractual arrangements at the outset. As a result, Swvl expects to be able to reduce the percentage of revenue attributable to TaaS customers without contractual arrangements over time. However, there is no guarantee that existing TaaS customers will agree to enter into definitive documentation, 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 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, 2021, Swvl and its independent registered public accounting firm identified material weaknesses in Swvl's internal control over financial reporting related to

[Table of Contents](#)

(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. 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.

While Swvl performed a preliminary evaluation of its internal control over financial reporting, Swvl was not required to perform an evaluation of internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act because Swvl was a private company during the applicable evaluation period ending December 31, 2021. 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 19 countries (not including the countries of operation of door2door, a company which Swvl announced a definitive agreement to acquire a controlling interest in March 2022 and that is expected to be completed in 2022, or Zeelo, a company which Swvl announced a definitive agreement to acquire in April 2022 and that is expected to be completed in 2022), 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.

[Table of Contents](#)

Swvl is, and may in the future be, required to hold 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.

In Egypt, Swvl is subject to Law No. 87 of 2018 and the Executive Regulation by Presidential Decree No. 2180 of 2019 (collectively, “Egyptian Ridesharing Laws”). Pursuant to such Egyptian Ridesharing Laws, Swvl – as well as any other land transport service company in Egypt that utilizes information technology – is required to obtain a license issued by Egypt’s Land Transport Regulatory Authority (the “Egyptian LTRA”). While companies were required under the Egyptian Ridesharing Laws to obtain such licenses by December 12, 2018, the Egyptian LTRA was not established until June 11, 2019, and, to Swvl’s knowledge, it has not yet issued a license to any ridesharing company, including Swvl. On December 12, 2019, Swvl submitted an application to the Egyptian LTRA, seeking the required license. If and when the Egyptian LTRA approves Swvl’s license application, Swvl will be required to pay a licensing fee, which will include a fee associated with the application process and a fee for Swvl’s pre-license operations in Egypt. As a result of Swvl’s current non-compliance with the licensing requirements of the Egyptian Ridesharing Laws, the Egyptian LTRA has imposed monetary fines on drivers using Swvl’s platform, which Swvl expects will continue to be imposed until Swvl’s license application is approved. Swvl has reimbursed, and expects to continue to reimburse, drivers for the costs of such fines, which totaled approximately \$190 thousand, \$440 thousand and \$700 thousand during the years ended December 31, 2019, December 31, 2020 and December 31, 2021, respectively.

In Jordan, Swvl is operating a pilot business-to-consumer program. Although Swvl has been working with relevant authorities to obtain a license in order to run its business-to-consumer platform at a larger commercial scale, the Land Transport Regulatory Commission (the “LTRC”) of Jordan is currently not accepting any license applications, and, as a result, we cannot predict if or when the LTRC license will be obtained.

Other than ordinary course business permits generally applicable to companies operating in each particular jurisdiction and regulations pertaining to foreign investment (described in further detail below), Swvl does not believe it is required to obtain any other registrations, licenses, permits or approvals to conduct its business as presently conducted in each of the other jurisdictions in which it operates. Swvl further believes that it possesses all such business permits, the failure of which to possess would be material to Swvl’s operations as presently conducted in the jurisdictions in which it operates. However, as regulation of the ridesharing industry in these jurisdictions remains under development, new laws and regulations may be adopted or implemented that could increase or otherwise change the requirements applicable to Swvl. In addition, regulators may interpret existing laws and regulations that were not intended to apply to ridesharing businesses to apply to Swvl or its operations. Further, Swvl may expand its operations in the jurisdictions in which it operates in ways that would require additional licenses. In particular, if Swvl were to expand its operations in Saudi Arabia or Malaysia to include business-to-consumer services, which is under evaluation, Swvl would be required to obtain licenses in such jurisdictions. 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. Any such required registrations, licenses, permits and approvals may be difficult for Swvl to obtain. 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 is incorporated in the British Virgin Islands, Swvl 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

[Table of Contents](#)

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 operates 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.

While Swvl is not aware of any material limitations on foreign investment in the jurisdictions in which it operates, Swvl is required to comply with certain regulations related to such investment. In particular, in Jordan, non-Jordanian investors are restricted from wholly owning any project or business venture that involves certain trade, construction or services activities. While Swvl does not intend to engage in any such activities in Jordan, the organizational documents of the entity that currently conducts Swvl's operations in Jordan erroneously includes certain restricted activities as potential objectives of such entity. Such entity is in the process of amending its organizational documents such that Swvl will be permitted to acquire and hold all of the equity thereof. In addition, in the United Arab Emirates, foreign investors are required to operate via an onshore licensed entity or an onshore branch of a foreign or free zone entity. Swvl has established such an onshore branch and has obtained the requisite licenses and approvals for such branch's operations. Swvl may become subject to additional limitations and regulations as it expands its operations in the jurisdictions in which it operates and into new jurisdictions, and such limitations and regulations may impair Swvl's ability to operate effectively in such jurisdictions.

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

[Table of Contents](#)

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, enhanced its policies in December 2021 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 any of its intellectual property outside of Egypt. Swvl's failure to register its brand names or logos in jurisdictions in which it operates could allow competitors to register the same or similar names or logos that confuse potential consumers and/or prevent Swvl from subsequently protecting its names and logos. 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 may also need to expend additional resources to understand and analyze the varying protections available in different jurisdictions and whether formal protection for intellectual property, such as rights in software, is available, commercially advisable and/or enforceable.

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 nearly 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), which Swvl recently became subject to (please see the section entitled "Risk Factors—Risks Related to Regulatory, Legal and Tax Factors Affecting Swvl"). 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

[Table of Contents](#)

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.

Upon the consummation of Swvl's acquisition of a controlling interest in Shotl, Swvl began operating in certain European Union ("EU") member states and the United Kingdom. Swvl's operations in the United Kingdom will be expanded upon consummation of Swvl's acquisition of Zeelo. Similarly, upon consummation of Swvl's acquisition of Volt Lines, Swvl began operating in the Netherlands. Expansion into the EU and the United Kingdom or marketing directed to those jurisdictions subjects Swvl and certain personal data it processes 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 a result of the Shotl acquisition, Swvl is also 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. The GDPR requirements likely apply not only to third-party transactions, but also to transfers of information between Swvl and its subsidiaries, including employee information.

As of January 2021 (when the transitional period following Brexit expired), there are two parallel regimes with potentially divergent interpretations and enforcement actions for certain violations. The European Commission adopted an adequacy decision for the U.K., which means that certain aspects of data protection law between the U.K. and EU will remain the same. However, because the U.K.'s Information Commissioner's Office remains the independent supervisory body regarding the U.K. GDPR but will not be the regulator for any activities under the GDPR, there may be increasing divergence in application, interpretation and enforcement of the data protection law as between the U.K. and the European Economic Area.

As of the date of this prospectus, Swvl is in the process of bringing all of its operations (legacy and post-Shotl acquisition) into compliance with the GDPR. However, Swvl's efforts to bring all of 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. 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.

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 the drivers that use its platform as independent contractors or as employees of third parties in certain of the jurisdictions in which Swvl currently operates. However, in certain of the jurisdictions that Swvl operates, such classifications are based on an interpretation of applicable law, and Swvl's interpretation may be subject to challenge. In particular, in Egypt, as the Egyptian Ridesharing Laws do not require drivers to be classified as employees, any challenge to Swvl's determination that drivers are not employees would need to be based on principles of Egyptian labor laws. Under such laws, a person is classified as an employee if he or she works in exchange for a salary for an employer and under the employer's control and supervision. Thus, in assessing whether drivers should be classified as employees in Egypt, Swvl considers, among other things, the level of direct administration and supervision it has over drivers using its platform.

Similarly, in Pakistan, there is no rigid formula or exhaustive list of criteria for determining whether drivers are employees. Instead, courts in Pakistan have articulated general principles and tests for establishing an employer-employee relationship, including whether the supposed employer has a role in the selection and appointment of, and controls and supervises the work of, the supposed employees. Thus, the proper classification has to be ascertained on a case-by-case basis, and courts will take into consideration the facts and circumstances of the engagement. As a result, Swvl itself considers all relevant facts and circumstances, including the level of direct control it exercises over drivers using its platform, in making its determination that such drivers are not employees.

While Swvl believes its classification of drivers as independent contractors in each of the jurisdictions it operates, including in Egypt and Pakistan, is correct, 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

[Table of Contents](#)

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, Swvl's 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 Swvl's after-tax profitability and financial results.

Because Swvl has significant expansion plans, Swvl's 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, Swvl 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 Swvl's 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 Swvl's intercompany charges, cross-jurisdictional transfer pricing or other matters and assess additional taxes. If Swvl does not prevail in any such disagreements, its profitability may be affected.

[Table of Contents](#)

Swvl's 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.

The Competition Commission of Pakistan (the "CCP") may challenge the Business Combination or seek financial penalties or behavioral or other remedies, any of which could result in a material adverse effect on Swvl's business.

SPAC, with the consent of Swvl, initially filed an application with the CCP on January 17, 2022 (the "Application") for approval to consummate the Business Combination. Approval of the Application by the CCP was a closing condition in the Business Combination Agreement. However, approval of the Application by the CCP was not obtained prior to the vote of the SPAC shareholders. Accordingly, because the SPAC and Swvl did not believe that the Business Combination raised substantive competition considerations in Pakistan, nor did they believe that waiving the related closing condition was likely to result in material adverse consequences, Swvl and SPAC waived this closing condition and, following the satisfaction of all other closing conditions, proceeded with the consummation of the Business Combination.

Swvl continues to believe that the Business Combination does not raise substantive competition considerations in Pakistan, nor does it believe that waiving this closing condition and proceeding with consummation of the Business Combination is likely to result in material adverse consequences. However, there can be no assurance that the CCP will not choose to challenge the Business Combination and/or seek financial penalties or behavioral or other remedies, any of which could result in a material adverse effect on Swvl's business.

Risks Related to Ownership of Swvl's Securities

Swvl may not be able to maintain the listing of its securities on Nasdaq.

Swvl Securities are listed on Nasdaq. If we violate Nasdaq listing requirements, Swvl Securities may be delisted. If we fail to meet any of Nasdaq's listing standards, Swvl Securities may be delisted. In addition, the Board may determine that the cost of maintaining the listing on a national securities exchange outweighs the benefits of such listing. A delisting of Swvl Securities may materially impair shareholders' ability to buy and sell Swvl Securities and could have an adverse effect on the market price of, and the efficiency of the trading market for, Swvl Securities. The delisting of Swvl Securities could significantly impair our ability to raise capital and the value of your investment.

The market price of Swvl Securities could fluctuate significantly, which could result in substantial losses for purchasers of Swvl Securities.

The market price of Swvl Securities is affected by the supply and demand for such shares, which may be influenced by numerous factors, many of which are beyond Swvl's 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 Swvl Securities;
- changes in Swvl's 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 Swvl's business or the mass-transit ridesharing industry in general; and

Table of Contents

- changes in the statutory framework applicable to Swvl's business.

As a result, the market price of Swvl Securities 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 Swvl Securities, even if there may not be a reason for this based on Swvl's 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 Swvl Securities in the secondary market.

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

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 Swvl's shareholders brought a lawsuit against Swvl, Swvl 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 Swvl's business, financial condition and operating results.

The securities being offered in this prospectus represent a substantial percentage of our outstanding Class A Ordinary Shares, and the sales of such securities, or the perception that these sales could occur, could cause the market price of our Class A Ordinary Shares to decline significantly.

This prospectus relates to the offer and sale from time to time by the Selling Securityholders of (a) 87,379,534 Class A Ordinary Shares, which includes up to 9,010,567 Class A Ordinary Shares issuable to certain former stockholders of Legacy Swvl as earnout consideration (valued as \$10.00 per share at the time of the Business Combination) upon the achievement of certain stock price thresholds for our Class A Ordinary Shares and (b) 5,933,333 Private Placement Warrants, originally issued in a private placement at a cash price of \$1.50 per warrant. The Class A Ordinary Shares described in clause (a) of the prior sentence include (i) 3,966,400 Class A Ordinary Shares issued to the PIPE Investors at a cash price of \$10.00 per share, (ii) 8,222,311 Class A Ordinary Shares issued to certain PIPE Investors who effectively pre-funded Swvl with the Swvl Exchangeable Notes at an exchange rate of \$8.50 per share, \$9.10 per share or \$9.50 per share, (iii) 8,625,000 Class A Ordinary Shares issued to the Sponsor at a cash price of \$0.003 per share and (iv) 57,555,256 Class A Ordinary Shares issued to Selling Securityholders who were former stockholders of Legacy Swvl as equity merger consideration pursuant to the Business Combination at an equity consideration value of \$10.00 per share. This prospectus also relates to the issuance by us of up to (i) 11,500,000 Class A Ordinary Shares issuable upon exercise of the Public Warrants, which warrants were previously registered and originally issued in the initial public offering of units of Queen's Gambit Growth Capital, a Cayman Islands exempted company, at a price of \$10.00 per unit with each unit consisting of one Class A ordinary share and one-third of one warrant and (ii) 5,933,333 Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants.

As of the date of this prospectus, the price at which our Class A Ordinary Shares trade is lower than the initial trading price of the shares sold pursuant to the initial public offering of Queen's Gambit Growth Capital. Despite the differences in the trading price of our securities and the initial trading price of the securities of Queen's Gambit Growth Capital, certain of the Selling Securityholders may be incentivized to sell their shares because they may experience a positive rate of return on the securities they purchased due to the differences in the purchase prices described in the preceding paragraph and the public trading price of our securities. Based on the closing price of our Class A Ordinary Shares of \$4.77 as of May 23, 2022, upon the sale of our Class A Ordinary Shares, (a) the PIPE Investors may experience a potential loss of up to \$5.23 per share, (b) the PIPE Investors who effectively pre-funded Swvl with the Swvl Exchangeable Notes may experience a potential loss of up to \$3.73 - \$4.73 per share, (c) the Sponsor may experience a potential profit of up to \$4.77 per share and (d) the Selling Securityholders who were former stockholders of Legacy Swvl may experience a potential loss of up to \$5.23 per share. The cash purchase price of \$1.50 per Private Placement Warrant exceeds the closing price of

[Table of Contents](#)

our Warrants referenced above. Based on the closing price of our Warrants of \$0.58 as of May 23, 2022, upon the sale of the Private Placement Warrants, the Sponsor may experience a potential loss of up to \$0.92 per Private Placement Warrant.

The Class A Ordinary Shares and Warrants being offered for resale in this prospectus represent a substantial percentage of the total outstanding shares of our Class A Ordinary Shares as of the date of this prospectus. The outstanding Class A Ordinary Shares being offered in this prospectus represent approximately 66% of our outstanding Class A Ordinary Shares, assuming the Class A Ordinary Shares issuable upon the achievement of certain stock price thresholds are not outstanding, or 75% assuming they are outstanding. Additionally, if all the Warrants are exercised, the Selling Securityholders would own an additional 17,433,333 shares of Class A Ordinary Shares, representing an additional 12.8% of the total outstanding Class A Ordinary Shares. The sale of all the securities being offered in this prospectus, or the perception that these sales could occur, could result in a significant decline in the public trading price of our Class A Ordinary Shares. In addition to the Selling Securityholders, B. Riley may sell a substantial number of our securities, with a potential value of up to \$471.7 million, pursuant to a separate resale prospectus and equity line financing facility. For a description of the equity line financing facility that we have established with B. Riley, please refer to the “Operating and Financial Review and Prospects” section of this prospectus. The sale of all the securities being offered in this prospectus together with the sale of the securities being offered to B. Riley, or the perception that these sales could occur, could depress the market price of our securities.

During the Earnout Period, we may issue up to an aggregate of 15,000,000 additional Class A Ordinary Shares to Eligible Swvl Equityholders in three equal tranches upon the occurrence of each Earnout Triggering Event (i.e. achieving a share price of \$12.50 (Triggering Event I), \$15.00 (Triggering Event II) and \$17.50 (Triggering Event III)) or earlier on Change of Control. A significant decline in the public trading price of our Class A Ordinary Shares could result in no Earnout Triggering Events occurring and no Earnout Shares being issued. If Earnout Shares are issued, the holders thereof may seek to sell some or all of Earnout Shares on or after an Earnout Triggering Event, which sales or perception of potential sales could also depress the market price of our securities.

Future resales of the Swvl Securities being offered pursuant to this prospectus may cause the market price of Swvl’s shares to drop significantly, even if Swvl’s business is doing well.

Sales of a substantial number of Swvl Securities, namely the Resale Securities being offered pursuant to this prospectus consisting of (a) 87,379,534 Class A Ordinary Shares and (b) 5,933,333 Private Placement Warrants, together with (1) 11,500,000 Class A Ordinary Shares issuable upon exercise of the Public Warrants and (2) 5,933,333 Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants, in the public market could occur at any time. Sales of a substantial number of the Swvl Securities being offered pursuant to this prospectus in the public market or the perception that these sales might occur, could depress the market price of our securities and could impair our ability to raise capital through the sale of additional equity securities. Sales of a substantial number of our securities upon any future waivers or expiration of lock-up agreements entered into by our shareholders, or the perception that such sales may occur, could have a material and adverse effect on the trading price of our securities. For example, certain lock-up restrictions entered into in connection with the Business Combination will expire in the six to twelve months following closing of the Business Combination. As such, sales of a substantial number of the securities being offered pursuant to this prospectus in the public market could occur at any time following the lock-up expirations. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could cause the market price of our securities to decline or increase the volatility in the market price of our securities. We believe the likelihood that warrant holders will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. When the market price for our Class A Ordinary Shares is less than \$11.50 per share (i.e., the Warrants are “out of the money”), which it is at the date of this prospectus, we believe warrant holders will be unlikely to exercise their Warrants.

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 Swvl operates remain relatively stable, financial turmoil in any developing market country could have an adverse effect on Swvl's 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 Swvl Securities and trading volume could decline.

The trading market for Swvl Securities depends in part on the research and reports that securities or industry analysts publish about Swvl or its business. If securities or industry analyst coverage results in downgrades of Swvl Securities or publishes inaccurate or unfavorable research about Swvl's business, the share price of Swvl Securities would likely decline. If one or more of these analysts cease coverage of Swvl or fail to publish reports on Swvl regularly, Swvl could lose visibility in the financial markets and demand for Swvl Securities could decrease, which, in turn, could cause the market price or trading volume for Swvl Securities 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 Swvl, which could have a negative impact on the market price and demand for Swvl Securities, as well as Swvl's access to and cost of capital.

There is no guarantee that the Warrants will be in the money at the time they become exercisable, and they may expire worthless.

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

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

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

We have the ability to redeem outstanding Warrants at any time after they become exercisable and prior to their expiration, at a price of \$0.01 per Warrant, provided that the last reported sales price of the 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 we give proper notice of such redemption and provided certain other conditions

[Table of Contents](#)

are met. If and when the Warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding Warrants could force you to (a) exercise your Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (b) sell your Warrants at the then-current market price when you might otherwise wish to hold your Warrants, or (c) accept the nominal redemption price which, at the time the outstanding Warrants are called for redemption, is likely to be substantially less than the market value of your Warrants.

In addition, we have the ability to redeem the outstanding Warrants at any time after they become exercisable and prior to their expiration, at a price of \$0.10 per Warrant upon a minimum of 30 days' prior written notice of redemption provided that the last reported sales price per Ordinary Share equals or exceeds \$10.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) on the trading day prior to the date on which we send the notice of redemption, and provided that certain other conditions are met, including that holders will be able to exercise their Warrants prior to redemption for a number of Class A Ordinary Shares determined based on the redemption date and the fair market value of our Class A Ordinary Shares. The value received upon exercise of the Warrants (i) may be less than the value the holders would have received if they had exercised their Warrants at a later time where the underlying share price is higher and (ii) may not compensate the holders for the value of the Warrants, including because the number of Class A Ordinary Shares received is capped at 0.361 Class A Ordinary Shares per Warrant (subject to adjustment) irrespective of the remaining life of the Warrants. Any such redemption may have similar consequences to a cash redemption described above. In addition, such redemption may occur at a time when the 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 Class A Ordinary Shares had your warrants remained outstanding.

Swvl 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 Swvl is a PFIC for any taxable year (or portion thereof) in which a U.S. Holder (as defined below in the section of this prospectus entitled "Taxation"), holds Class A Ordinary Shares, such U.S. Holder may be subject to adverse U.S. federal income tax consequences and certain information reporting requirements. U.S. Holders are strongly encouraged 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 of this prospectus entitled "Taxation" for a more detailed discussion with respect to the PFIC status of Swvl and the resulting tax consequences to U.S. Holders.

Swvl 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, Swvl incurs significant legal, accounting and other expenses that it did not incur as a private company. For example, Swvl is subject to the reporting requirements of the Exchange Act and is 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.

Swvl 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, Swvl's management and other personnel may be required to divert their attention from operational and other business matters to devote substantial time to these public company requirements. In particular, Swvl is incurring significant expenses and devoting substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act, which will increase further when Swvl is no longer an "emerging growth company" as defined under the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") (Please see the section entitled "Swvl is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Swvl Securities less attractive to investors"). As a public company, Swvl has been hiring and is continuing to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge and may need to establish an internal audit function.

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

Swvl's 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. Swvl's 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 Swvl's senior management and could divert their attention from the day-to-day management of Swvl's business, which could adversely affect Swvl's business, financial condition and operating results.

If Swvl fails to establish and maintain proper and effective internal control over financial reporting, 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, subject to accommodations available to newly public companies and emerging growth companies, a report by management on internal control over financial reporting and an attestation of our independent registered public accounting firm is required. As a newly public 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, Swvl is in the process of upgrading its information technology systems, implementing additional financial and management controls, reporting systems and procedures, and hiring additional accounting and finance staff. If Swvl is unable to hire the additional accounting and finance staff necessary to comply with these requirements, it may need to retain additional outside consultants. Swvl may not be able to effectively and timely implement controls and procedures that adequately respond to the increased regulatory compliance and reporting requirements. If Swvl is not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act, including if Swvl is unable to maintain proper and effective internal controls, Swvl may not be able to produce timely and accurate financial statements. If Swvl cannot provide reliable financial reports or prevent fraud, Swvl's business and results of operations could be harmed, investors could lose confidence in our reported financial information and Swvl could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities.

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 Swvl's internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit Swvl's ability to accurately report its financial condition, operating results or cash flows. If Swvl 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 Swvl could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. Failure to remedy any material weakness in Swvl's internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict Swvl's 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 Swvl's business, financial condition and results of operations.

Swvl is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Swvl Securities less attractive to investors.

Swvl is an "emerging growth company," as defined in the JOBS Act. As a result, Swvl is taking advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are

[Table of Contents](#)

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 Swvl's independent registered public accounting firm. As a result, Swvl's shareholders may not have access to certain information that they deem important. Swvl could be an emerging growth company for up to five years, although Swvl could 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 shares held by non-affiliates exceeds \$700.0 million (and Swvl has been a public company for at least 12 months and has filed one annual report on Form 20-F).

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

As a foreign private issuer, Swvl is not subject to U.S. proxy rules and is 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.

Swvl reports under the Exchange Act as a non-U.S. company with foreign private issuer status. Because Swvl qualifies as a foreign private issuer under the Exchange Act, Swvl 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 Swvl Securities 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, Swvl 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 Swvl complied fully with Nasdaq corporate governance listing standards.

Swvl is subject to Nasdaq corporate governance listing standards. However, Nasdaq rules permit a foreign private issuer such as Swvl to follow the corporate governance practices of its home country. Certain corporate governance practices in the British Virgin Islands, which is Swvl's home country, may differ significantly from Nasdaq corporate governance listing standards. For instance, Swvl may choose to follow home country practice in lieu of Nasdaq corporate governance listing standards such as:

- 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;
- have annual meetings and director elections; and
- obtain shareholder approval prior to certain issuances (or potential issuances) of securities.

[Table of Contents](#)

Swvl follows home country practice and is exempt from requirements to obtain shareholder approval for the issuance of 20% or more of its outstanding shares under Nasdaq Listing Rule 5635(d). If, in the future, Swvl chooses to follow other home country practices in lieu of Nasdaq corporate governance listing standards (such as the ones listed above), Swvl's shareholders may be afforded less protection than they otherwise would have under corporate governance listing standards applicable to U.S. domestic issuers. For more information about Swvl's corporate governance practices, please see the subsection of this prospectus entitled "Management".

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

Swvl's corporate affairs are governed by its Articles, the BVI Companies Act and the common law of the BVI. The rights of shareholders to take legal action against Swvl's 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 Swvl's shareholders and the fiduciary responsibilities of Swvl's 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 Swvl Securities may have more difficulty in protecting their interests in the face of actions taken by Swvl's management, members of the board of directors or major shareholders than they would as shareholders of a U.S. company.

The Articles and the Swvl 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 Articles and the shareholders agreement by and among Swvl and certain of its shareholders (the "Swvl Shareholders Agreement") 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 Swvl Securities, 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 Board or taking other corporate actions, including effecting changes in Swvl's 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 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 Board so long as he remains Chief Executive Officer of Swvl and to serve as a director so long as he beneficially owns at least 1% of the outstanding shares of Swvl and his employment has not been terminated for cause;
- until the completion of Swvl's third annual meeting of shareholders, commitments by major shareholders to vote in favor of the appointment of Swvl designees to the Board at any shareholder meeting (and, thereafter, to vote in favor of the appointment of Mostafa Kandil or his designee to the Board, subject to specified conditions);
- the limitation of liability of, and the indemnification of and advancement of expenses to, members of the Board;

Table of Contents

- advance notice procedures with which shareholders must comply to nominate candidates to the 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 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 Swvl;
- 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 Board to fill vacancies created by the expansion of the Board or the resignation, death or removal of a director; and
- that the Articles may be amended only by the Board or by the affirmative vote of holders of a majority of not less than 75% of the votes of the shares of Swvl 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 Swvl, its management or the experts named in this registration statement.

Swvl 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 Swvl's directors and officers 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 Swvl and its officers and directors. It may be difficult or impossible to bring an action against Swvl 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 Swvl 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 Swvl or such persons predicated upon the securities laws of the U.S. or any state.

Mail sent to Swvl may be delayed.

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

[Table of Contents](#)

- 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 Swvl, 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 Swvl, 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.

CAPITALIZATION AND INDEBTEDNESS

The following table sets forth the capitalization of the Company on an actual basis and on an unaudited pro forma combined basis, in each case as of December 31, 2021, after giving effect to the Business Combination, the PIPE Subscription Agreements funded upon consummation of the Business Combination and the Swvl Exchangeable Notes.

The information in this table should be read in conjunction with the financial statements and notes thereto and other financial information included in this prospectus or any prospectus supplement. Our historical results do not necessarily indicate our expected results for any future periods.

	As of December 31, 2021	
	Actual	Pro Forma
	(U.S. Dollars in millions)	
Cash and cash equivalents	\$ 9.5	\$ 95.7
Debt:		
Loans and borrowings (non-current)	\$ —	\$ —
Loans and borrowings (current)	\$ 75.1	\$ 0.5
Total indebtedness	\$ 75.1	\$ 0.5
Total Class A Ordinary Shares and Shareholders' equity / (net deficit)	\$ (89.8)	\$ 191.4
Total capitalization	\$ (14.7)	\$ 190.9

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X, Pro Forma Financial Information, as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures about Acquired and Disposed Businesses”, and presents the combination of the historical financial information of SPAC and Legacy Swvl adjusted to give effect to the Business Combination, including other events in connection with the Business Combination as summarized below. For purposes of this section entitled “Unaudited Pro Forma Condensed Combined Financial Information”, unless otherwise stated or the context otherwise requires, “Swvl” refers to Swvl Inc., “Holdings” refers to Swvl Holdings Corp, and capitalized terms used in this section but not defined elsewhere in this prospectus have the meanings ascribed to them in our Registration Statement on Form F-4, which was filed with the SEC on March 11, 2022.

The unaudited pro forma condensed combined balance sheet as of December 31, 2021 combines the historical audited consolidated balance sheet of SPAC as of December 31, 2021 and the historical audited consolidated balance sheet of Swvl Inc. as of December 31, 2021 on a pro forma basis as if the Business Combination, including the other events in connection with the Business Combinations summarized below, had been consummated on December 31, 2021.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 combines the historical audited consolidated statement of operations of SPAC for the year ended December 31, 2021 and the historical audited consolidated statement of operations of Swvl Inc. for the year ended December 31, 2021 on a pro forma basis as if the Business Combination, including the other events in connection with the Business Combination, as summarized below, had been consummated on January 1, 2021.

The unaudited pro forma condensed combined financial information was derived from and should be read in conjunction with the following historical financial statements and the accompanying notes:

- the historical audited consolidated financial statements of SPAC as of and for the year ended December 31, 2021 included herein;
- the historical audited consolidated financial statements of Swvl Inc. as of and for the year ended December 31, 2021 included herein.

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 preparation 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 historical financial statements and related notes thereto, as applicable, and the section of this prospectus entitled “Operating and Financial Review and Prospects”.

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, which subsequently closed on March 31, 2022. Pursuant to the Business Combination Agreement, and subject to the terms and conditions contained therein, the Business Combination was effected in four steps: (a) in accordance with the Cayman Companies Act at the SPAC Merger Effective

[Table of Contents](#)

Time, SPAC merged 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 redeemed 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 distributed all of the issued and outstanding BVI Merger Sub Common Shares to Holdings, and (d) following the BVI Merger Sub Distribution, BVI Merger Sub merged with and into Swvl, with Swvl surviving the Company Merger as a wholly owned Subsidiary of Holdings.

The following are the key steps within the Business Combination:

SPAC Merger

At the SPAC Merger Effective Time, which occurred on March 30, 2022, 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 was automatically converted into one share of the SPAC Surviving Company, which constitutes the only outstanding shares of the SPAC Surviving Company;
 - each then-outstanding SPAC Class A Ordinary Share was automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A; and
 - each then-outstanding SPAC Class B Ordinary Share was automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B.
- each then-outstanding fraction of or whole SPAC Warrant was 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, was 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 on March 31, 2022:

- 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 was automatically cancelled, extinguished and converted into one share no par value in the Swvl Surviving Company, which constitutes the only issued and outstanding shares of the Swvl Surviving Company;
 - all Swvl Shares held in the treasury of Swvl were automatically cancelled and extinguished, and no consideration was delivered in exchange therefor; and
 - each then-outstanding Swvl Share was automatically cancelled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio and 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;

[Table of Contents](#)

- each then-outstanding and unexercised Swvl Option, whether or not vested, was 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, were converted 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 was exchanged for a number of Holdings Common Shares A at an exchange price of \$8.50 per share (or, (1) with respect to the \$20.0 million Swvl Exchangeable Note issued on January 12, 2022 and the \$1.0 million Swvl Exchangeable Note issued to R Capital, LLC on January 31, 2022, \$9.10 per share and (2) with respect to the \$1.8 million Swvl Exchangeable Note and \$0.9 million Swvl Exchangeable Note issued on March 22, 2022 and the \$2.7 million Swvl Exchangeable Note issued on March 23, 2022, \$9.50 per share);
- in accordance with the Holdings A&R Articles, each then-outstanding Holdings Common Share B was 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 were automatically separated in accordance with the Holdings A&R Articles.

Concurrently with the execution of the Business Combination Agreement, SPAC, Holdings and in some cases, Swvl entered into the Initial PIPE Subscription Agreements with the Initial PIPE Investors, pursuant to which the Initial PIPE Investors agreed to subscribe for and purchase, and Holdings agreed to sell to the Initial 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.

On August 25, 2021, certain Initial PIPE Investors effectively pre-funded Swvl with \$35.5 million of the aggregate subscription commitments by purchasing the Initial Swvl Exchangeable Notes. At the Company Merger Effective Time, the Initial Swvl Exchangeable Notes were automatically exchanged for Holdings Common Shares A at an exchange Price of \$8.50 per share. Upon the issuance of the Initial Swvl Exchangeable Notes, the amount of each applicable Initial PIPE Investor’s subscription was reduced dollar-for-dollar by the aggregate purchase price of such Initial PIPE Investor’s Initial Swvl Exchangeable Notes. On January 12, 2022, an Initial PIPE Investor affiliated with Agility purchased \$20.0 million of Additional Swvl Exchangeable Notes, effectively pre-funding the remainder of its subscription commitment. Such Additional Swvl Exchangeable Notes were automatically exchanged for Holdings Common Shares A at an exchange price of \$9.10 per share. Upon the issuance of such Additional Swvl Exchangeable Notes, such Initial PIPE Investor’s subscription was reduced by \$20.0 million, resulting in the termination of such subscription.

As a result of the issuance of the Initial Swvl Exchangeable Notes and the Additional Swvl Exchangeable Notes, the amount of additional funding actually received from the Initial PIPE Investors at the Company Merger Effective Time was reduced to \$44.5 million which was further impacted by Additional PIPE Subscription Agreements as described below

Following the issuance of the Initial Swvl Exchangeable Notes and prior to the issuance of the Additional Swvl Exchangeable Notes described above, Swvl also issued \$10.0 million of Additional Swvl Exchangeable Notes, at an exchange price of \$8.50 per share. On January 31, 2022, Swvl issued \$1.0 million of Additional

[Table of Contents](#)

Swvl Exchangeable Notes at an exchange price of \$9.10 per share. The issuance of such Additional Swvl Exchangeable Notes did not reduce the existing subscription commitments of any PIPE Investors. Furthermore, between March 22, 2022 and March 23, 2022, certain Initial PIPE investors purchased Additional Swvl Exchangeable Notes for an aggregate purchase price of \$5.3 million, equal to their remaining aggregate subscription commitment. Upon the issuance of such Additional Swvl Exchangeable Notes, these Initial PIPE Investors' subscription commitments were collectively reduced by \$5.3 million, resulting in the termination of their subscriptions and reducing the funding actually received from the Initial PIPE Investors at the Company Merger Effective Time by \$5.3 million. These Additional Swvl Exchangeable Notes were automatically exchanged for Holdings Common Shares A at an exchange price of \$9.50 per share at the Company Merger Effective Time.

In aggregate, Swvl has issued \$35.5 million of Initial Swvl Exchangeable Notes at \$8.50 per share, \$10.0 million of Additional Swvl Exchangeable Notes at \$8.50 per share, \$21.0 million of Additional Swvl Exchangeable Notes at an exchange price of \$9.10 per share and \$5.3 million of Additional Swvl Exchangeable Notes at an exchange price of \$9.50 per share in advance of the Company Merger. In aggregate, the funding received from the issue of Initial Swvl Exchangeable Notes and Additional Swvl Exchangeable Notes in advance of the Company Merger Effective Time amounted to approximately \$71.8 million.

Since November 15, 2021, SPAC and Holdings have also entered into Additional PIPE Subscription Agreements with Additional PIPE Investors, pursuant to which the Additional PIPE Investors have agreed to purchase, and Holdings has agreed to sell to the Additional PIPE Investors in a private placement, Holdings Common Shares A for a purchase price of \$10.00 per share, representing an aggregate purchase price of \$10.5 million, of which \$0.5 million was received by Holdings at the Company Merger Effective Time. In aggregate, the funding received from the Initial PIPE Investors and Additional PIPE investors at the Company Merger Effective Time amounted to \$39.7 million which excludes the EBRD subscription agreement, as discussed below.

While the terms of the Additional PIPE Subscription Agreements are substantially similar to the Initial PIPE Subscription Agreements, one Additional PIPE Subscription Agreement contains terms that vary as described below.

Under the terms of the Additional PIPE Subscription Agreement between EBRD, SPAC and Holdings, representing an aggregate purchase price of \$10.0 million, EBRD's commitment to acquire Holdings Common Shares A is subject to an additional condition that Holdings and EBRD first enter into an investment framework agreement, pursuant to which Holdings will agree to comply with certain institutional requirements of EBRD, including social and environmental policies and practices, certain corporate governance and compliance matters and use of proceeds (the "Additional EBRD Condition"). Based on initial discussions, Holdings expects such agreement to be generally consistent with other similar agreements previously executed between EBRD and other companies and include, among other things, a requirement to: (1) maintain procedures designed to prevent money laundering, terrorism financing, fraud or other corrupt or illegal purposes, (2) implement a contractor and supplier management system to assess and monitor environmental and social risks, (3) conduct a gender based violence and harassment risk assessment related to business operations in Egypt, (4) conduct awareness training among management, workers and contractors, (5) establish an internal worker grievance procedure, (6) appoint key account managers to monitor the health and safety performance of partner drivers / captains, (7) use the proceeds from the subscription agreement exclusively for the purpose of operating expenditures, marketing expenses and client acquisition costs relating to Swvl's business in Egypt, (8) comply with other compliance measures and (9) furnish information to EBRD in connection with the foregoing matters.

Further, EBRD will be permitted to terminate its Additional PIPE Subscription Agreement if the Board of Governors of EBRD determines that access by Egypt to EBRD's resources should be suspended or otherwise modified. This termination right is a result of the nature of EBRD's organization and governing documents. EBRD is an international financial institution formed by an international multilateral treaty and is owned by

[Table of Contents](#)

71 countries. Under the agreement establishing EBRD, the Board of Governors of EBRD has the authority to decide that access to EBRD's funds to a particular country should be suspended or otherwise modified in cases where such country might be implementing policies inconsistent with EBRD's mandate. EBRD has advised Holdings that it is accordingly a standard provision of EBRD financing agreements to include a termination right similar to the right included in the Additional PIPE Subscription Agreement with EBRD.

Because the Additional EBRD Condition was not satisfied prior to the Company Merger Effective Time, EBRD has not purchased \$10.0 million of Holdings Common Shares A at the Company Merger Effective Time pursuant to the EBRD subscription agreement. Pursuant to the EBRD subscription agreement, either Swvl or EBRD may each elect to terminate the EBRD subscription agreement because the investment framework agreement was not entered into on or prior to May 25, 2022. As of the date of this prospectus such subscription agreement has not been terminated and negotiations of such agreement between the parties are ongoing, but any delay or failure to enter into such agreement or any other reason may result in Swvl or EBRD electing to terminate the EBRD subscription agreement.

The aggregate number of Holdings Common Shares A issued in connection with the PIPE Subscription Agreements, Initial Swvl Exchangeable Notes and Additional Swvl Exchangeable Notes as of the Closing Date, was 12,188,711.

Therefore, as a result of the Business Combination, Swvl Shareholders, SPAC Public Shareholders and the PIPE Investors received 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 were issued to the holders of SPAC Public Warrants and SPAC Private Placement Warrants.

Furthermore, section 8.03(f) of the Business Combination Agreement (the "Minimum Cash Condition") 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 \$185.0 million after consummation of the PIPE Financing 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) 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 Swvl's Subsidiaries. As of the Closing Date after taking into account the redemption of 29,175,999 SPAC Class A Ordinary Shares, the cash on hand is less than Minimum Cash Condition. However, Swvl waived the Minimum Cash Condition and proceeded with the consummation of the Business Combination.

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 were instead 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 Notes 34.4 to Swvl's historical audited consolidated financial statements included herein for additional information.

Anticipated Accounting Treatment

The Business Combination is accounted for as a reverse recapitalization. Under this method of accounting, SPAC is treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination is treated as the equivalent of Swvl issuing shares at the closing of the Business Combination for the net assets of SPAC as of the date of closing of the Business Combination, accompanied by a recapitalization. The net assets of SPAC are stated at historical cost, with no goodwill or other intangible assets recorded.

[Table of Contents](#)

Swvl has been determined to be the accounting acquirer based on the following:

- Swvl’s shareholders have the largest voting interest in Holdings as 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 prior senior management of Swvl constitutes the senior management of Holdings;
- The business of Swvl comprises 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 is 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 resulted 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

Pursuant to SPAC’s existing charter, SPAC Public Shareholders were offered the opportunity to redeem, upon closing of the Business Combination, SPAC Class A Ordinary Shares held by them for cash equal to their pro rata share of the aggregate amount on deposit in the Trust Account. The unaudited pro forma condensed combined financial statements reflect the actual redemption of 29,175,999 shares of SPAC Class A Ordinary Shares at approximately \$10.00 per share.

Upon closing, the ownership of Holdings is as follows:

<u>Shareholders</u>	<u>Ownership in shares</u>	<u>Ownership %</u>
Swvl Shareholders (1)	92,358,389	78%
SPAC Public Shareholders	5,324,001	5%
Sponsor (2)	8,625,000	7%
PIPE Investors	12,188,711	10%
Grand Total	118,496,101	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 are issuable to Eligible Swvl Equityholders upon the occurrence of Earnout Triggering Events (i.e. achieving a share price of \$12.50 (Triggering Event I), \$15.00 (Triggering Event II) and \$17.50 (Triggering Event III)) or earlier upon the Change of Control. Furthermore this number of shares also includes cash exercise of the Swvl Options by the Swvl Option Holders against which they are entitled to receive 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.

[Table of Contents](#)

The pro forma book value per share as of December 31, 2021, assuming the share ownership amounts above, are as follows:

	(in thousands, except per share data)
Total equity	\$ 191,486
Book value per share	\$ 1.60
Net asset increase from exercise of warrants(1)	\$ 200,483
Resulting net assets	\$ 391,969
Increased number of shares(2)	135,929
Implied book value per share(3)	2.88

- (1) The net assets after the exercise of warrants are calculated as (i) net assets prior to the exercise of warrants; plus (ii) increase to the net assets resulting from the inflow of cash from the exercise of a total of 17,433,333 warrants including 11,500,000 SPAC Public Warrants and 5,933,333 SPAC Private Placement Warrants at an exercise price of \$11.50 per share.
- (2) This reflects the total number of outstanding shares including the shares issued upon the exercise of the SPAC Public Warrants and SPAC Private Placement Warrants.
- (3) Book value per share equals net assets after exercise of the SPAC Public Warrants and SPAC Private Placement Warrants divided by total shares outstanding including the shares issued upon the exercise of SPAC Public Warrants and SPAC Private Placement Warrants.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2021
(in USD thousands)

	<u>Swvl (IFRS)</u>	<u>Queen's Gambit (US GAAP)</u>	<u>IFRS Policy and Presentation Alignment</u>	<u>Transaction Accounting Adjustments</u>	<u>TM</u>	<u>Pro forma Combined</u>
ASSETS						
Current assets						
Current financial assets	10,001	—	—	—		10,001
Deferred transaction cost	7,355	—	—	(7,355)	J	—
Trade and other receivables	6,603	—	—	—		6,603
Prepaid expenses and other current assets	1,103	520	—	—		1,623
Due from related party	—	26	—	—		26
Advances to shareholders	—	—	—	—		—
Cash and cash equivalents	9,530	675	—	345,092	A	95,687
				66,000	D	
				(291,838)	F	
				13,695	I	
				(37,471)	J	
				(9,996)	K	
Total current assets	34,592	1,221	—	78,127		113,940
Property and equipment	649	—	—	—		649
Intangible assets	988	—	—	—		988
Investments held in Trust Account	—	345,092	—	(345,092)	A	—
Goodwill	4,418	—	—	—		4,418
Lease right—of—use assets	4,060	—	—	—		4,060
Deferred tax assets	14,632	—	—	—		14,632
Total Assets	59,339	346,313	—	(266,965)		138,687
Liabilities and Equity						
Current liabilities						
Derivatives liabilities	44,330	—	—	(44,330)	B	—
Convertible notes	74,606	—	—	(29,107)	B	—
				(45,500)	C	
Accounts payable, accruals and other payables	23,606	8,219	—	(7,355)	J	24,470
Current tax liabilities	679	—	—	—		679
Loans from a related party	479	—	—	—		479
Interest—bearing loans	60	—	—	—		60
Lease liabilities	1,201	—	—	—		1,201
Total current liabilities	144,963	8,219	—	(126,292)		26,890
Provision for employees' end of service benefits	815	—	—	—		815
Deferred underwriting commissions	—	9,996	—	(9,996)	K	—
Derivative warrant liabilities	—	33,813	—	1,674	E	35,487
Class A ordinary shares,—.0001 par value; 30,330,143 shares subject to possible redemption at \$10.00 per share	—	—	345,000	(53,162)	E	—

Table of Contents

	<u>Swvl (IFRS)</u>	<u>Queen's Gambit (US GAAP)</u>	<u>IFRS Policy and Presentation Alignment</u>	<u>Transaction Accounting Adjustments</u>	<u>TM</u>	<u>Pro forma Combined</u>
				(291,838)	F	
Earnout liabilities	—	—	—	(119,290)	G	(119,290)
Interest—bearing loans	338	—	—	—		338
Lease liabilities	2,961	—	—	—		2,961
Total liabilities	149,077	52,029	345,000	(598,905)		(52,799)
EQUITY						
Class A ordinary shares subject to possible redemption, —,0001 par value; 34,500,000 shares and 0 shares at a \$10.00 per share redemption value for December 31, 2021 and 2020, respectively	—	345,000	(345,000)	—		—
Preference shares,—,0001 par value; 5,000,000 shares authorized; none issued or outstanding as of December 31, 2021 and December 31, 2020	—	—	—	—		—
Class A ordinary shares,—,0001 par value; 500,000,000 shares authorized; no non—redeemable issued or outstanding	—	—	—	—		—
Class B ordinary shares,—,0001 par value; 50,000,000 shares authorized; 8,625,000 shares issued and outstanding as of December 31, 2021, and December 31, 2020	—	1	—	(1)	E	—
Additional paid—in capital	—	—	—	—		—
Accumulated deficit	—	(50,716)	—	50,716	E	—
Share Capital (Swvl Holdings Corp)			—	1	B	13
				1	C	
				1	D	
				1	H	
				9	I	
Share premium			—	73,013	B	595,364
				45,499	C	
				65,999	D	
				2,446	E	
				119,290	G	
				120,303	H	
				186,979	I	
				(18,165)	J	
Share capital	88,882	—	—	(88,882)	I	—
Employee share scheme reserve	36,930	—	—	(36,930)	I	—
Foreign currency translation reserve	451	—	—	—		451
Accumulated deficit	(216,066)	—	—	424	B	(404,409)

[Table of Contents](#)

	<u>Swvl (IFRS)</u>	<u>Queen's Gambit (US GAAP)</u>	<u>IFRS Policy and Presentation Alignment</u>	<u>Transaction Accounting Adjustments</u>	<u>TM</u>	<u>Pro forma Combined</u>
				(1,674)	E	
				—	G	
				(120,305)	H	
				(47,482)	I	
				(19,305)	J	
(Deficit)/equity attributable to equity holders of the Parent						
Company	(89,804)	(50,716)	—	331,939		191,419
Non—controlling interests	66	—				66
(Deficit)/Total equity	(89,738)	(50,716)	—	331,939		191,486
Total equity and liabilities	59,339	346,313	—	(266,966)		138,687

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS FOR THE TWELVE MONTHS ENDED
DECEMBER 31, 2021
(in USD thousands)**

	Swvl (IFRS)	Queen's Gambit (US GAAP)	Transaction Accounting Adjustments	TM	Pro forma
Revenue	38,345	—	—		38,345
Cost of sales	(48,923)	—	—		(48,923)
Gross loss	(10,578)	—	—		(10,578)
General and administrative expenses	(74,719)	(9,537)	(19,305)	AA	(261,850)
			(120,303)	BB	
			(29,258)	CC	
			(8,728)	FF	
General and administrative expense—related party	—	(200)	—		(200)
Selling and marketing costs	(13,715)	—	(7,314)	CC	(13,715)
			(2,182)	FF	
Provision for expected credit losses	(1,327)	—	—		(1,327)
Other expenses, net	(177)	—	—		(177)
Operating loss	(100,516)	(9,737)	(187,091)		(297,344)
Finance income	182	—	—		182
Change in fair value of derivative warrant liabilities	—	(8,856)	—		(8,856)
Financing costs—derivative warrant liabilities	—	(488)	—		(488)
Loss on issuance of private placement warrants	—	(6,052)	—		(6,052)
Interest Income	—	—	—		—
Income from investments held in the Trust Account	—	92	(92)	EE	—
Finance cost	(45,873)	—	45,737	DD	(136)
Loss before tax	(146,207)	(25,041)	(141,446)		(312,694)
Income tax benefit	4,718	—	—		4,718
Loss for the year	(141,489)	(25,041)	(141,446)		(307,976)
Loss per share attributable to equity holders of the Parent Company					
Basic	(2,504)				
Diluted	(2,504)				
Weighted average shares outstanding (in thousands)					118,496,101
Net (loss) per share (\$) (Basic and diluted)					(2.60)

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, 2021 assumes that the Business Combination occurred on December 31, 2021. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 presents pro forma effect to the Business Combination as if it had been completed on January 1, 2021. These periods are presented on the basis that Swvl Inc. is the accounting acquirer.

The unaudited pro forma condensed combined statement of financial position as of December 31, 2021 has been prepared using, and should be read in conjunction with, the following:

- the historical audited consolidated financial statements of SPAC as of and for the year ended December 31, 2021, included herein;
- the historical audited consolidated financial statements of Swvl Inc. as of and for the year ended December 31, 2021 included herein.

The historical financial statements of Swvl have been prepared in accordance with IFRS. The historical financial statements of SPAC have been prepared in accordance 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 Business Combination and related transactions.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments based on information available as of the date of this filing. 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 as additional information becomes available. 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. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. The Company believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

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 and related transactions 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 unaudited pro forma condensed combined financial information includes an adjustment to the historical financial information of SPAC to give effect to the differences between US GAAP and IFRS. The adjustment reclassifies SPAC Class A Ordinary Shares, subject to redemption from equity under US GAAP to non-current financial liabilities under IFRS.

3. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The transaction accounting adjustments included in the unaudited pro forma condensed combined balance sheet as of December 31, 2021 are as follows:

- A) Reflects the liquidation and reclassification of \$345.1 million of investments held in the Trust Account to cash and cash equivalents that becomes available for general use by Holdings following the closing of the Business Combination, assuming no redemptions. See adjustment note 2(F) below for actual redemptions in connection with the closing of the Business Combination.
- B) Reflects the conversion of Swvl Convertible Notes to Holdings Common Shares A. During the year ended December 31, 2021, Swvl issued Swvl Convertible Notes for cash proceeds of \$27.7 million. Upon consummation of the Business Combination, Swvl Convertible Notes including accrued and unpaid interest of \$1.4 million were automatically converted into 7.8 million Holdings Common Shares A in accordance with the Business Combination Agreement.

Furthermore, the derivative liability recognised as an embedded derivative amounting to \$44.3 million and interest payable on the Swvl Convertible Notes amounting to \$1.4 million is reversed resulting in gain of \$0.4 million being the difference between the fair value of (i) Swvl Convertible Notes and the related derivative liability; and (ii) Holdings Common Shares A issued against the Swvl Convertible Notes at the Closing. Conversion of the Swvl Convertible Notes resulted in the elimination of Swvl Convertible Notes, an increase to share capital of approximately \$1 thousand and a \$73.0 million increase to share premium.

- C) Reflects the conversion of Swvl Exchangeable Notes to Holdings Common Shares A. During the year ended December 31, 2021, certain PIPE Investors pre-funded their subscription commitments by purchasing Swvl Exchangeable Notes for cash proceeds of \$45.5 million. The Swvl Exchangeable Notes were automatically exchanged for Holdings Common Shares A at an exchange price of \$8.50 per share. Conversion of the Swvl Exchangeable Notes resulted in the elimination of Swvl Exchangeable Notes, an increase to share capital of approximately \$1 thousand and approximately \$45.5 million increase to share premium.
- D) Reflects proceeds from the PIPE Financing, which resulted in additional cash proceeds of \$66 million and corresponding increases in share capital and share premium of approximately \$1 thousand and \$65.9 million.

Between January 31, 2022 and March 23, 2022, certain Initial PIPE investors purchased Additional Swvl Exchangeable Notes for an aggregate purchase price of \$26.3 million. These Additional Swvl Exchangeable Notes were automatically exchanged for Swvl Holdings Common Shares A at an exchange price ranging between \$9.10 and \$9.50 per share at the Company Merger Effective Time. Furthermore, at and after the Company Merger Effective time, the Company issued 3.9 million shares to PIPE investors for gross proceeds of \$39.6 million.

- E) Reflects the exchange of 5,324,001 issued and outstanding SPAC Class A Ordinary Shares, 8,625,000 SPAC Class B Ordinary Shares, SPAC Public Warrants and SPAC Private Placement Warrants for Swvl Holdings Common Shares A and Swvl Holdings Warrants resulting in an increase to share capital and share premium of approximately \$1 thousand and \$2.4 million. The historical balances of accumulated deficit of the SPAC, SPAC Class A Ordinary Shares (after taking into account redemptions and change in fair value of SPAC Public Warrants and SPAC Private Placement Warrants of \$1.7 million) and SPAC Class B Ordinary Shares are eliminated.
- F) Represents the cash disbursed to redeem 29,175,999 shares of SPAC Class A Common Stock in connection with the Business Combination at a redemption price of \$10.003 per share based on funds held in the Trust Account as of December 31, 2021.
- G) Reflects the preliminary estimated fair value of the Earnout Shares contingently issuable to the Eligible Swvl Shareholders upon initial recognition as of the closing of the Business Combination. The

preliminary fair value was determined based on information available as of the date of this unaudited pro forma condensed combined financial information. The actual fair value could change materially.

- H) Reflects the expense recognized, in accordance with IFRS 2, for the excess of the fair value of Holdings Common Shares A issued and the fair value of Queen's Gambit identifiable net assets at the date of the Business Combination, resulting in a \$120.3 million increase to accumulated loss. The fair value of Holdings Common Shares A issued was determined based on a market price of \$9.38, adjusted for the effects of dilution arising from the earnout provision of \$0.7 (resulting in a net market price of \$8.68 per Holdings Common Share A), \$4.55 per Holdings Private Warrant and \$0.74 per Holdings Public Warrant.

The estimated fair value of the equity instruments issued to SPAC Shareholders considers the impact of Holdings Common Shares A contingently issuable to Eligible Swvl Equityholders upon the occurrence of the Triggering Events or earlier, on the change of control in accordance with the earnout provisions. This effect of the earnout reduces the fair value of Holdings Common Shares A issued to the SPAC Shareholders. Since there is no service condition attached to these Earnout Shares, their impact is taken immediately by reducing the fair value of the Holdings Common Shares A issued to SPAC's Shareholders.

- I) Reflects the adjustments to share capital and share premium after the contribution of Swvl's shares outstanding to Holdings in exchange for 93,238,700 Holdings Common Shares A resulting in an increase to share capital and share premium of approximately \$10 thousand and \$176.1 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 (including Earnout options), resulting in increases to cash and cash equivalents and an additional increase to share premium of approximately \$13.8 million. 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 \$36.9 million, while accumulated deficit increases by approximately \$47.5 million to account for the accelerated vesting charge associated with the Exchanged Options.

- J) Reflects direct and incremental transaction costs expected to be incurred by Swvl and SPAC of approximately \$22.9 million and \$14.5 million, respectively, for advisory, banking, printing, legal and accounting fees incurred as part of the Business Combination. \$18.1 million out of the total transaction costs represent equity issuance costs and have accounted for as a reduction from share premium while \$19.3 million has been accounted for as an expense, and has been reflected as an increase in the accumulated deficit. Following are the details of the transaction costs for Swvl and SPAC.

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 \$14 million is reflected as an increase to the 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 (K) below which has been accrued as of the pro forma balance sheet date.

For Swvl's transaction costs, approximately \$7.3 million of these fees have been incurred and accrued in the historical financial statements as of December 31, 2021. These accrued fees have been reversed in the unaudited pro forma condensed combined statement of financial position as of December 31, 2021 resulting in a decrease of \$7.3 million to the accounts payable, accruals and other payables and a decrease to the deferred transaction cost of \$7.3 million. \$17.6 million represents transaction costs related to capital markets and accounting advisory services, legal fees and investment bankers' fee with respect to the Business Combination. The remaining amount of approximately \$5.3 million, 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, 2021 as discussed in (AA) below.

Table of Contents

It is assumed that these transaction costs will be paid subsequent to the Closing Date and hence the cash and cash equivalent will decrease by \$47.4 million.

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)	
Transaction costs eligible for capitalization	500
Transaction costs expensed as incurred (1)	14,000
Total SPAC transaction costs	14,500

- 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)	
Transaction costs eligible for capitalisation (1)	17,665
Transaction costs expensed as incurred	5,305
Total Swvl transaction costs	22,970

- 1) 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 Shareholders, which were charged directly to equity, and Swvl Shareholders, which were charged to expense.
- K) Reflects the settlement of approximately \$10.0 million in deferred underwriting commissions following consummation of the Business Combination.

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, 2021 are as follows:

- AA) Reflects the transaction costs of approximately \$19.3 million to be expensed and incurred by Swvl and SPAC, as part of the Business Combination, as described in (J), which are reflected entirely in the year ended December 31, 2021 in the unaudited pro forma condensed combined statement of operations, the earliest period presented.
- BB) Represents approximately \$120.3 million in accordance with IFRS 2 as discussed in adjustment H above, for the difference between the fair value of Holdings Common Shares A and the fair value of SPAC's identifiable net assets (including the SPAC Public Warrants and SPAC Private Placement Warrants) after taking into account the impact of the earnout arrangement. These costs are a nonrecurring item.
- CC) Reflects the accelerated vesting amounting to \$36.6 million associated with the Exchanged Options, assuming an exercise date of January 1, 2021, as described in (I).
- DD) Reflects the reversal of interest on Swvl Convertible Notes accrued for the year ended December 31, 2021 amounting to \$1.4 million and the reversal of loss recognised upon the recognition of derivative liability amounting to \$44.3 million.
- EE) Reflects the reversal of interest income earned on the Trust Account balance by SPAC for the year ended December 31, 2021 amounting to \$92 thousand.

[Table of Contents](#)

- FF) Reflects the incremental employee share reserve scheme measured as of the Closing Date for the portion of the Earnout Shares issuable to Swvl Option Holders who have a continuing employment requirement, and assuming no forfeitures. The earnout awards are considered compensation received in connection with the closing of the Merger.

4. 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, 2021.

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 Swvl Holdings was in a net loss under both scenarios for the year ended December 31, 2021, giving effect to outstanding SPAC Public Warrants and SPAC Private Placement Warrants was not considered in the calculation of diluted net loss per share, since the inclusion of such SPAC Public Warrants and SPAC Private Placement 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, 2021.

<u>In thousands, except per share data</u>	<u>For the year ended December 31, 2021</u>
Net loss per share	
Pro forma net loss	(307,978)
Weighted average shares outstanding (basic and diluted)	118,496
Net loss per share (basic and diluted)	(2.60)
Swvl Shareholders	92,358
SPAC Public Shareholders	5,324
Sponsor	8,625
PIPE Investors	12,189
Total weighted average shares outstanding (basic and diluted)	118,496

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.

Dividends and Distributions

We have never declared or paid any dividends on our Class A Ordinary Shares and presently do not expect to declare or pay such dividends in the foreseeable future and expect to reinvest all undistributed earnings to expand our operations, which we believe would be of the most benefit to our shareholders. The declaration of dividends, if any, will be subject to the discretion of our board of directors, which may consider such factors as our results of operations, financial condition, capital needs and acquisition strategy, among others.

USE OF PROCEEDS

All of the Class A Ordinary Shares and the Private Placement Warrants offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective accounts. We will not receive any of the proceeds from such sales. We will pay certain expenses associated with the registration of the securities covered by this prospectus, as described in the section titled “Plan of Distribution”.

We will receive up to an aggregate of approximately \$200.5 million from the exercise of the Warrants, assuming the exercise in full of all of the Warrants. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. We will have broad discretion over the use of proceeds from the exercise of the Warrants. There is no assurance that the holders of the Warrants will elect to exercise any or all of such Warrants. To the extent that any of the Warrants are exercised on a “cashless basis,” the amount of cash we would receive from the exercise of the Warrants will decrease. We believe the likelihood that warrant holders will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. When the market price for our Class A Ordinary Shares is less than \$11.50 per share (i.e., the Warrants are “out of the money”), which it is at the date of this prospectus, we believe warrant holders will be unlikely to exercise their Warrants.

MARKET PRICE OF OUR SECURITIES AND DIVIDEND POLICY

Our Class A Ordinary Shares and Warrants began trading on Nasdaq under the symbols “SWVL” and “SWVLW”, respectively, on April 1, 2022. On May 23, 2022, the last reported sales price of the Class A Ordinary Shares on Nasdaq was \$4.77, and the last reported sales price of the Warrants was \$0.58.

As of May 23, 2022, there were approximately 58 holders of record of our Class A Ordinary Shares and approximately 2 holders of record of our Warrants. Such numbers do not include beneficial owners holding our securities through nominee names.

We have never declared or paid any cash dividend on our Class A Ordinary Shares. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any further determination to pay dividends on our Class A Ordinary Shares would be at the discretion of our board of directors, subject to applicable laws, and would depend on our financial condition, results of operations, capital requirements, general business conditions, and other factors that our board of directors may deem relevant.

BUSINESS

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 December 31, 2021, more than 2.1 million users have booked more than 73.3 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 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 December 31, 2021, more than 250 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 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 December 31, 2021, we have expanded our operations to multiple 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. Namely, in the second half of 2019, we commenced operations in major cities in Pakistan, including Lahore, Islamabad and Karachi, and relocated our headquarters from Cairo, 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.

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

[Table of Contents](#)

sexual harassment, assault or theft. In fact, the Asian Development Bank's 2015 report, *Policy Brief: A Safe Public Transportation Environment for Women and Girls*, 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 2021, we maintained an average monthly first station reliability rate of approximately 91%, 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 91% 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. 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,

[Table of Contents](#)

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 (please 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) 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

We currently serve the customers on our platform through two offerings: “business to consumer”, comprised of Swvl Retail and Swvl Travel, and “business to business”, which includes our TaaS model.

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.

[Table of Contents](#)

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.

As our B2B customers do not pay for TaaS and SaaS services on a per rider or per utilized seat basis, Swvl does not assume any utilization risk on such offerings. As a result, we anticipate that TaaS and SaaS have the potential to be higher-margin offerings, which would 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 Total Bookings in a given month divided by Total Available Seats in such month, was approximately 81% in December 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.

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 (measured as the median walk to station time for each ride search), user churn probability (an estimate of the likelihood of a user to significantly decrease his or her number of bookings based on historical data, built through a machine learning algorithm) and other variables, to determine the appropriate price point and to update pricing in real time. For example, ride pricing is increased

[Table of Contents](#)

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 Total Ticket Fares generation has increased over time. To measure per rider Total Ticket Fares generation, we calculate the per rider Total Ticket Fares generated by all new riders (i.e., those riders using Swvl for the first time) in a given month and track the per rider Total Ticket Fares attributable to those specific riders in subsequent months.

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 strong rates of driver retention.

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 our Annual Report on Form 20-F, filed with the SEC on April 15, 2022, is summarized below, but we continuously evaluate organic and inorganic growth opportunities to determine the optimal path to efficient expansion.

- **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 81% in December 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 options for 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 are in the process of transferring our intellectual property from Egypt to other jurisdictions in which we operate. Therefore, in other jurisdictions, we may be unable to adequately protect certain rights in our proprietary technology, brands, or other intellectual property from use by unauthorized entities or individuals. Please see the section entitled “Risks Related to Regulatory, Legal and Tax Factors Affecting Swvl—Failure to protect or enforce Swvl’s intellectual property rights could harm Swvl’s business, financial condition and operating results.”

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 such breach has not had a material impact on Swvl’s business or operations and Swvl has since 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, please see the section entitled “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. Please see the section entitled “Risk Factors—Risks Related to Operational Factors Affecting Swvl—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.”

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

[Table of Contents](#)

regulations and changes to existing laws and regulations continue to be adopted, implemented and interpreted in response to our industry and related technologies. We strive to comply with all laws and regulations applicable to our operations, and believe that we are in compliance with such laws and regulations in all material respects, other than as described below.

While Swvl is not aware of any material limitations on foreign investment in the jurisdictions in which it operates, Swvl is required to comply with certain regulations related to such investment. In particular, in Jordan, non-Jordanian investors are restricted from wholly owning any project or business venture that involves certain trade, construction or services activities. While Swvl does not intend to engage in any such activities in Jordan, the organizational documents of the entity that currently conducts Swvl's operations in Jordan erroneously includes certain restricted activities as potential objectives of such entity. Such entity is in the process of amending its organizational documents such that Swvl will be permitted to acquire and hold all of the equity thereof. In addition, in the United Arab Emirates, foreign investors are required to operate via an onshore licensed entity or an onshore branch of a foreign or free zone entity. Swvl has established such an onshore branch and has obtained the requisite licenses and approvals for such branch's operations. Swvl may become subject to additional limitations and regulations as it expands its operations in the jurisdictions in which it operates and into new jurisdictions, and such limitations and regulations may impair Swvl's ability to operate effectively in such jurisdictions.

In Egypt, Swvl is subject to Law No. 87 of 2018 and the Executive Regulation by Presidential Decree No. 2180 of 2019 (collectively, "Egyptian Ridesharing Laws"). Pursuant to such Egyptian Ridesharing Laws, Swvl—as well as any other land transport service company in Egypt that utilizes information technology—is required to obtain a license issued by Egypt's Land Transport Regulatory Authority (the "Egyptian LTRA"). While companies were required under the Egyptian Ridesharing Laws to obtain such licenses by December 12, 2018, the Egyptian LTRA was not established until June 11, 2019, and, to Swvl's knowledge, the Egyptian LTRA has not yet issued a license to any ridesharing company, including Swvl. On December 12, 2019, Swvl submitted an application to the Egyptian LTRA, seeking the required license. If and when the Egyptian LTRA approves Swvl's license application, Swvl will be required to pay a licensing fee, which will include a fee associated with the application process and a fee for Swvl's pre-license operations in Egypt. As a result of Swvl's current non-compliance with the licensing requirements of the Egyptian Ridesharing Laws, the Egyptian LTRA has imposed monetary fines on drivers using Swvl's platform, which Swvl expects will continue to be imposed until Swvl's license application is approved. Swvl has reimbursed, and expects to continue to reimburse, drivers for such fines.

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

[Table of Contents](#)

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. Please see the section entitled “Risk Factors—Risks Related to Regulatory, Legal and Tax Factors Affecting Swvl—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.”

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. Please see the section entitled “Risk Factors—Risks Related to Regulatory, Legal and Tax Factors Affecting Swvl—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.”

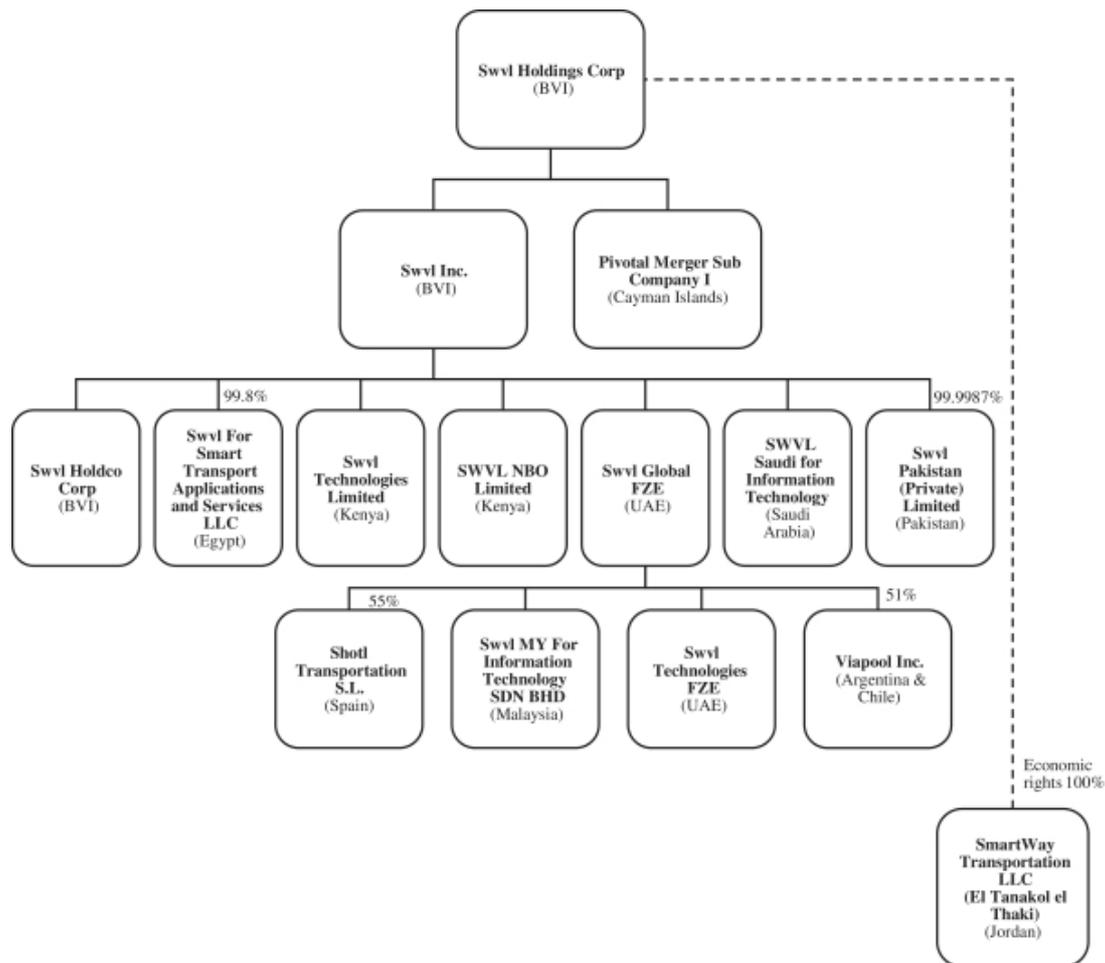
Organizational Structure

Swvl Holdings Corp is a British Virgin Islands business company incorporated under the laws of the British Virgin Islands. Swvl Holdings Corp has ten wholly-owned subsidiaries and two majority-owned subsidiaries. Swvl Holdings Corp’s wholly owned subsidiaries are: Swvl Inc., a British Virgin Islands business company incorporated under the laws of the British Virgin Islands; Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability; 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; Swvl Holdco Corp, a British Virgin Islands business company incorporated under the laws of the British Virgin Islands; and Swvl MY For Information Technology SDN BHD, a company limited by shares organized under the laws of Malaysia.

Swvl Holding Corp’s majority-owned subsidiaries are: Shotl Transportation S.L., a limited liability company organized under the laws of Spain, in which Swvl Holding Corp’s wholly owned subsidiary Swvl Inc. holds 55% of the outstanding equity interests; Viapool Inc., a company incorporated under the laws of the State of Delaware, in which Swvl Holding Corp’s wholly owned subsidiary Swvl Inc. holds 51% of the outstanding equity interests; Swvl For Smart Transport Applications and Services LLC, a limited liability company organized under the laws of Egypt, in which Swvl Holding Corp’s wholly owned subsidiary 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 Holding Corp’s wholly owned subsidiary Swvl Inc. holds 99.9987% of the outstanding equity interests. The minority interests in Swvl For Smart Transport Applications and Services LLC and Swvl Pakistan (Private Limited) 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 Tasmeeem Wa Tatweer Baramej Wa Anthemat Al Hasoub (“Swvl Jordan”), in which it holds only economic rights and does not hold any direct or indirect equity interest. All of the equity in Swvl Jordan is instead temporarily being held by persons affiliated with Swvl in favor of Swvl as beneficiary. Swvl is in the process of acquiring 49% of the equity of Swvl Jordan, and the remainder when it is permitted to do so under applicable law. Until such time, Swvl’s interest in the equity of Swvl Jordan will be governed by an interim management agreement with the Jordanian national persons holding such equity. Pursuant to the interim management agreement, such persons (i) hold the equity in Swvl Jordan in trust for, on behalf of and for the sole benefit of Swvl and (ii) are obligated to transfer such equity to Swvl or an affiliate of Swvl for nominal consideration upon the request of Swvl.

A diagram of Swvl’s group structure, as described above, is provided below:



Property, Plants and Equipment

We lease approximately 13,391 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, including in connection with an office expansion plan for our headquarters. In addition, we lease various office spaces across different cities in: Egypt, Pakistan, Kingdom of Saudi Arabia, Jordan, Malaysia and Kenya. We expect to grow our facilities footprint as our business continues to grow 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.

OPERATING AND FINANCIAL REVIEW AND PROSPECTS

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 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 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. Please 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 2021" refers to the fiscal year of Swvl ended December 31, 2021, "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.

For discussion related to our financial condition, changes in financial condition and results of operations for 2020 compared to 2019, please refer to the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl" of our Registration Statement on Form F-4, which was filed with the SEC on March 11, 2022.

Recent Developments

Equity Line Financing

On March 22, 2022, we entered into an equity line financing pursuant to an ordinary shares purchase agreement with B. Riley pursuant to which B. Riley committed to purchase up to \$471.7 million (the "Total Commitment") of Class A Ordinary Shares, subject to certain limitations and conditions set forth in the purchase agreement.

Upon the initial satisfaction of the conditions to B. Riley purchase obligation set forth in the purchase agreement (the "Commencement"), including that a registration statement registering under the Securities Act, the resale by B. Riley of Class A Ordinary Shares issued to it by Swvl under the purchase agreement, which Swvl agreed to file with the SEC following the closing of the purchase agreement pursuant to the registration rights agreement, is declared effective by the SEC and a final prospectus relating thereto is filed with the SEC, Swvl will have the right, but not the obligation, from time to time at Swvl's sole discretion over the 24-month period from and after the Commencement, to direct B. Riley to purchase a specified amount of Class A Ordinary Shares (such specified amount, the "Purchase Share Amount"), not to exceed a daily maximum calculated in accordance with the terms of the purchase agreement.

The per share purchase price for the Class A Ordinary Shares that Swvl elects to sell to B. Riley in a purchase pursuant to the purchase agreement, if any, will be determined by reference to the volume weighted average price of the Class A Ordinary Shares (the "VWAP"), less a discount of 3%.

There is no upper limit on the price per share that B. Riley could be obligated to pay for the Class A Ordinary Shares that we may elect to sell to it in any Purchase or any Intraday Purchase (each as defined in the purchase agreement) under the purchase agreement. In the case of Purchases and Intraday Purchases effected by us under the

[Table of Contents](#)

purchase agreement, if any, all share and dollar amounts used in determining the purchase price per share of Class A Ordinary Shares to be purchased by B. Riley in a Purchase or an Intraday Purchase (as applicable), or in determining the applicable maximum purchase share amounts or applicable volume or price threshold amounts in connection with any such Purchase or Intraday Purchase (as applicable), in each case, will be equitably adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction occurring during any period used to calculate such per share purchase price, maximum purchase share amounts or applicable volume or price threshold amounts.

The Company may not issue or sell any Class A Ordinary Shares to B. Riley under the purchase agreement which, when aggregated with all other Class A Ordinary Shares then beneficially owned by B. Riley and its affiliates (as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, and Rule 13d-3 thereunder), would result in B. Riley beneficially owning more than 4.99% of the outstanding Class A Ordinary Shares.

The net proceeds under the purchase agreement to Swvl will depend on the frequency and prices at which Swvl sells its Class A Ordinary Shares to B. Riley. Swvl currently expects that any proceeds received by it from such sales to B. Riley will be used for working capital and general corporate purposes, including to fund acquisitions.

The purchase agreement will automatically terminate on the earliest to occur of (i) the first day of the month next following the 24-month anniversary of the date of the Commencement, (ii) the date on which B. Riley shall have purchased from Swvl under the purchase agreement Class A Ordinary Shares for an aggregate gross purchase price equal to the Total Commitment and (iii) certain other customary termination events. Swvl has the right to terminate the purchase agreement at any time after Commencement, at no cost or penalty, upon five trading days' prior written notice to B. Riley. B. Riley will also have the right to terminate the purchase agreement, at no cost or penalty, upon five trading days' prior written notice to Swvl, if certain events occur or conditions are not met, including if the initial registration statement is not filed or has not been declared effective by the specified deadlines in the registration rights agreement. Swvl and B. Riley may also agree to terminate the purchase agreement by mutual written consent. No provision of the purchase agreement or the registration rights agreement may be modified or waived by Swvl or B. Riley from and after the date that is one (1) trading day immediately preceding the date on which the initial registration statement is initially filed with the Commission.

As consideration for B. Riley's commitment under the purchase agreement to purchase our Class A Ordinary Shares, we issued 386,971 Class A Ordinary Shares to B. Riley and such Class A Ordinary Shares are fully earned and non-refundable, even in the event we do not sell any Class A Ordinary Shares to B. Riley under the purchase agreement.

The terms and conditions of the purchase agreement with B. Riley were determined following careful consideration of our capital needs and our ability to fund our existing and future operations. Taking into consideration our future working capital requirements and capital expenditures from cash generated from operating activities and funds raised in connection with the Business Combination, including proceeds raised from the PIPE Financing and the funds released from the SPAC's trust account, we determined our total target capital raise for any equity line financing to be \$525,000,000 less the proceeds received from the SPAC's trust account (taking into account any redemptions thereof). As of March 22, 2022, the date we entered into the purchase agreement with B. Riley, there were no redemptions of SPAC Class A Ordinary Shares and the cash on hand in the SPAC's trust account was \$345,000,000, an amount more than required by the Minimum Cash Condition in the Business Combination Agreement. As of the Company Merger Effective Time, after giving effect to redemptions of 29,175,999 SPAC Class A Ordinary Shares, amounting to \$291,853,889.71, the cash on hand in the SPAC's trust account was \$53,257,144.90. As a result, B. Riley's commitment under the purchase agreement was reduced by the cash on hand in the SPAC's trust account as of the Company Merger Effective Time and fixed at \$471.7 million. Upon consummation of the Business Combination, the cash on hand in the SPAC's trust account, after taking into account the redemption of 29,175,999 SPAC Class A Ordinary Shares,

was less than the Minimum Cash Condition agreed pursuant to the Business Combination. However, Swvl waived the Minimum Cash Condition and proceeded with the consummation of the Business Combination.

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. While our revenue nevertheless increased from \$12.4 million in FY 2019 to \$17.3 million in FY 2020, we had anticipated—prior to the spread of COVID-19—that our revenues would grow to approximately \$100 million in FY 2020. Our revenue increased from \$17.3 million in 2020 to \$38.3 million in 2021.

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.

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 \$9.5 million in unrestricted cash and cash equivalents as of December 31, 2021, the additional funds we have raised during 2021 and the additional capital raised in connection with the Business Combination and PIPE Financing, 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, please 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 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 (i.e., unique users taking their first ride with Swvl) 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 new riders to our platform and to enhance rider Utilization (calculated as Total Bookings divided by Total Available Seats, over the period of measurement). New riders in each of fiscal year 2019, fiscal year 2020 and the fiscal year 2021 accounted for approximately 18.2%, 15.5% and 18.2% of our Total Ticket Fares, respectively. 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 Total Ticket Fares retention in excess of 60%, measured in each of January 2020 and February 2020 prior to the effects of COVID-19. We measure Total Ticket Fares retention by comparing the Total Ticket Fares generated by a cohort of users in their 12th month of activity against the Total Ticket Fares generated by such cohort in their first month of activity. 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 strong rates of driver retention.

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 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 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

[Table of Contents](#)

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 more than 115 cities in 19 countries (not including the countries of operation of door2door, a company which Swvl announced a definitive agreement to acquire a controlling interest in March 2022 and that is expected to be completed in 2022, or Zeelo, a company which Swvl announced a definitive agreement to acquire in April 2022 and that is expected to be completed in 2022), 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 expanded our geographic footprint to 22 additional cities in 10 countries. The transaction closed on November 19, 2021.

On November 16, 2021, we entered into a definitive agreement to acquire a controlling interest in Viapool, a mass transit platform currently operating in Buenos Aires, Argentina and Santiago, Chile. The transaction closed on January 14, 2022.

On March 24, 2022, we entered into a definitive agreement to acquire a controlling interest in door2door, a high-growth mobility operations platform that partners with municipalities, public transit operators, corporations, and automotive companies to optimize shared mobility solutions across Europe. The closing of the door2door transaction is subject to customary closing conditions and is expected to be completed in 2022.

On April 25, 2022, we announced a definitive agreement to acquire Volt Lines, a Turkey-based B2B and Transport as a Service mobility business. The acquisition builds on Swvl's recent acquisitions of controlling stakes in Shotl and Viapool, and pending acquisitions of door2door and Zeelo. The transaction closed on May 25, 2022.

On April 28, 2022, we announced a definitive agreement to acquire Zeelo, the UK's largest smart bus platform and technology scale-up, measured by bookings. We believe joining forces with Zeelo provides a launchpad to rapidly land and expand business operations in three strategic developed markets including the UK, South Africa and the US with Zeelo's seasoned team of over 160 staff across the globe, including 29 software engineers based out of Zeelo's R&D hub in Barcelona.

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 acquired controlling interests in Shotl and Viapool and acquired Volt Lines, and announced agreements to acquire door2door and Zeelo, mass transit platforms that are expected to expand our geographic footprint to include Europe, Latin America and the Asia Pacific region. Integration of the Shotl, Viapool, door2door, Volt Lines and Zeelo businesses 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 controlling interests in Shotl, Viapool, door2door, Volt Lines and Zeelo, such as cost savings and revenue enhancements, for various reasons, including the fact that diligence was of a limited scope and performed by third party business consultants (and, with respect to Shotl, 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

[Table of Contents](#)

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. Please see the section entitled “Risk Factors—Risks Related to Regulatory, Legal and Tax Factors Affecting 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”.

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, please see the subsection entitled “Critical Accounting 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 expenses. Our depreciation and amortization expenses are almost exclusively attributable to non-revenue generating activities, including depreciation of our facilities and

[Table of Contents](#)

equipment used to support back office operations and depreciation of right-of-use assets associated with corporate leases.

General and Administrative Expenses

General and administrative expenses primarily consist of personnel-related compensation costs including employee share scheme charges, 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

Selling 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. Selling 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 indirect tax expenses and other expenses not categorized elsewhere.

Finance Income

Finance income consists primarily of interest income from bank deposits.

Finance Costs

Finance costs consist primarily of lease finance charges and interest expense on the convertible notes issued by Swvl during the year ended December 31, 2021 (the "Swvl Convertible Notes").

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.

[Table of Contents](#)

A. Operating Results

Results of Operations

The following selected consolidated financial data are derived from the audited financial statements of the Company, and should be read in conjunction with our consolidated financial statements, the related notes and the rest of the section of this prospectus entitled “Operating and Financial Review and Prospects”. The historical results are not necessarily indicative of the results of future operations.

(\$ million)	Year Ended December 31		
	2021	2020	2019
Revenue	38.3	17.3	12.4
Cost of sales	(48.9)	(26.4)	(33.8)
Gross loss	(10.6)	(9.1)	(21.4)
General and administrative expenses	(74.7)	(18.6)	(10.8)
Selling and marketing expenses	(13.7)	(4.7)	(8.3)
Provision for expected credit losses	(1.3)	(0.7)	(0.3)
Other expenses	(0.2)	(0.2)	(0.1)
Operating loss	(100.5)	(33.4)	(40.9)
Finance income	0.2	0.6	0.4
Finance costs	(45.9)	(0.1)	(0.1)
Loss for the year before tax	(146.2)	(32.9)	(40.6)
Tax	4.7	3.2	5.4
Loss for the year	(141.4)	(29.7)	(35.3)
Other comprehensive income	(0.4)	(0.3)	1.2
Total comprehensive loss for the year	(141.8)	(30.0)	(34.1)

FY 2021 Compared to FY 2020

Revenue

(\$ million)	Year Ended December 2021		FY 2020 – FY 2021 % Change
	2021	2020	
Total Revenue	\$38.3	\$17.3	121%

Revenue for the year ended December 31, 2021 was approximately \$38.3 million, an increase of approximately \$21 million, or 121%, from the year ended December 31, 2020. The increase in revenue resulted primarily from an overall increase in the order activity on the Swvl platform and increased utilization rate of the existing vehicles in Total Ticket Fares (an operating measure representing the gross order volume processed on our platform) (See “Key Business and Non-IFRS Financial Measures—Total Ticket Fares”).

We disaggregate revenue by the type of customer served, with revenue driven from Retail and Travel together considered as “business to consumer”, revenue driven from TaaS considered as “business to business” and revenue driven from SaaS considered as “business to business.” Below is the disaggregated revenue information for the year ended December 31, 2021 and 2020:

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Business to customer	\$18.7	\$ 6.6	183%
Business to business “TaaS”	19.6	10.7	83%
Business to business “SaaS”	*	—	N/A

* Less than \$100,000

[Table of Contents](#)

“Business to consumer” revenues for the year ended December 31, 2021 were approximately \$18.7 million, an increase of approximately \$12.1 million, or 183%, compared to the year ended December 31, 2020. The increase in revenue resulted primarily from an overall increase in the order activity on the Swvl platform and increased utilization rate of the existing vehicles in Total Ticket Fares (an operating measure representing the gross order volume processed on our platform) (See “Key Business and Non-IFRS Financial Measures—Total Ticket Fares”).

“Business to business” TaaS revenues for the year ended December 31, 2021 were approximately \$19.6 million, an increase of approximately \$8.9 million, or 83%, compared to the year ended December 31, 2020. The increase in revenue resulted primarily from an overall increase in the order activity by corporate customers on the Swvl platform and some recovery in business performance from the COVID-19 pandemic.

“Business to business” SaaS revenues for the year ended December 31, 2021 were less than \$100,000, attributable to our acquisition of Shotl, by which we generated revenue in relation to SaaS products operated by Shotl.

Cost of Sales

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Captain costs, net of deductions	\$47.1	\$23.2	103%
Captain Bonuses	1.1	1.2	-8%
Tolls and Fines	0.7	2.1	-67%
Total Cost of Sales	\$48.9	\$26.4	85%

Cost of sales for the year ended December 31, 2021 was approximately \$48.9 million, an increase of approximately \$22.5 million, or 85%, compared to the year ended December 31, 2020. This increase is primarily a result of an overall increase in Captain costs, which is a direct result of the overall increase in the demand and volume of order activity on the Swvl platform. These increases were partially offset by \$0.6 million in deductions in Captain costs that relate to overall Captain performance and fulfillment of contractual obligations. High-performing drivers and vehicle operators are eligible, at Swvl’s discretion, for bonus payments based on several performance measures. Captain bonuses for the year ended December 31, 2021 were approximately \$1.1 million, a decrease of approximately \$0.1 million, or -8% compared to the year ended December 31, 2020. This decrease was a result of reductions in our bonus programs to existing drivers and vehicle operators. Tolls and fines for the year ended December 31, 2021 were approximately \$0.7 million, a decrease of \$1.4 million, or 67%, compared to the year ended December 31, 2020. This decrease is due to improvement in Captain performance and limitations on approvals by Swvl of reimbursement to drivers and vehicle operators of tolls and fines.

General and Administrative Expenses

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
General and administrative expenses	\$74.4	\$18.6	302%

[Table of Contents](#)

General and administrative expenses for the year ended December 31, 2021 were approximately \$74.7 million, an increase of approximately \$56.1 million, or 302%, compared to the year ended December 31, 2020. The increase was primarily due to an increase in employee share scheme charges from \$2.8 million to \$33.6 million in FY 2020 to FY 2021 resulting from an increase in the fair value of the Swvl Options (as defined in the section “Compensation—Swvl 2019 Share Option Plan”) as at December 31, 2021, ranging from \$13,430 per Swvl Option, as compared to \$2,353.6 per Swvl Option as at December 31, 2020. Furthermore, the number of Swvl Options issued during the year ended December 31, 2021 were 3,874 as compared to 2,267 for the year ended December 31, 2020. Furthermore, the total number of outstanding Swvl Options were 5,639 as at December 31, 2021 as compared to 2,958 as at December 31, 2020. The main factor driving the fair value of the Swvl Options is the estimated business valuation of Swvl as a result of the Business Combination and the share issuance to the SPAC’s shareholders.

Pursuant to and in accordance with the terms of the Business Combination Agreement, in connection with the Business Combination, each outstanding Swvl Option was assumed and converted into an option to purchase approximately 1,509,963 shares of Class A Ordinary Shares, at an exercise price equal to the exercise price per share of such Swvl Option prior to the Business Combination divided by approximately 1,509,963.

Further, the increase results from a \$8.4 million increase in staff costs on account of headcount increasing from 516 to 606 from FY 2020 to FY 2021, professional fees of \$7.2 million, and technology costs of \$2.8 million during the year ended December 31, 2021, as compared to the year ended December 31, 2020.

Selling and Marketing Expenses

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Selling and marketing expenses	13.7	4.7	191%

Selling and marketing expenses for the year ended December 31, 2021 were approximately \$13.7 million, an increase of approximately \$9 million, or 191%, compared to the year ended December 31, 2020. The increase was primarily due to growth marketing expenses amounting to \$7.9 million and staff costs amounting to \$3.4 million in the year ended December 31, 2021, as compared to \$2.4 million and \$1.3 million, respectively, during the year ended December 31, 2020. Increases in growth marketing expenses and staff costs are on account of increased online and offline marketing during the year ended December 31, 2021 as compared to the year ended December 31, 2020 and higher headcount being 516 and 606 from FY 2020 to FY 2021, respectively.

Provision for Expected Credit Losses

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Provision for expected credit losses	1.3	0.7	86%

Provision for expected credit losses for the year ended December 31, 2021 was approximately \$1.3 million, an increase of approximately \$0.6 million, or approximately 86%, compared to the year ended December 31, 2020. The increase in provision for expected credit losses resulted from the increase in the receivable balance, which is in line with the business growth in the period ended December 31, 2021, compared to the year ended December 31, 2020.

[Table of Contents](#)

Other Expenses

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Other expenses	0.2	0.2	*

* Percentage not meaningful

Other expenses for the year ended December 31, 2021 were approximately \$0.2 million, as compared to \$0.2 million for the year ended December 31, 2020. Other expenses primarily represent non-recoverable indirect taxes incurred during 2021 on account of the higher number of transactions.

Finance Income and Finance Cost

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Finance income	0.2	0.6	*
Finance costs	45.9	0.1	*

* Percentage not meaningful

Finance income for the year ended December 31, 2021 was approximately \$0.2 million, as compared to \$0.6 million for the year ended December 31, 2020. The decrease is driven by the release of government treasury bills during the year ended December 31, 2021 which was held by Swvl Egypt.

Finance costs for the year ended December 31, 2021 were approximately \$45.9 million, as compared to \$0.1 million for the year ended December 31, 2020. The increase in finance costs was primarily due to the embedded derivatives relating to the Swvl Convertible Notes carried at fair value through the condensed interim consolidated statement of comprehensive income for FY 2021. The charge is on account of the increase in fair value from inception of the Swvl Convertible Notes to December 31, 2021. In addition, there was an increase of \$1.4 million in accrued interest expense on account of the Swvl Convertible Notes.

Tax

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Tax	4.7	3.1	52%

Tax benefit for the year ended December 31, 2021 was approximately \$4.7 million, an increase of approximately \$1.6 million, or 52% compared to the year ended December 31, 2020. The increase was primarily on account of the additional tax losses in the consolidated financial statements of FY 2021, on which Swvl recognizes deferred tax assets.

Tax for the year ended December 31, 2020 was approximately \$3.2 million, a decrease of approximately \$2.2 million, or 41%, compared to the year ended December 31, 2019. The decrease in tax was primarily due to a reduction in the underlying tax losses during the year.

[Table of Contents](#)

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		
	2021	2020	2019
Total Bookings (in millions) (1)	32.3	16.8	19.1
Total Ticket Fares (in millions) (2)	\$ 54.9	\$ 26.2	25.9
Average Ticket Fare (3)	\$ 1.7	\$ 1.56	\$ 1.36
Total Available Seats (in millions) (4)	39.2	22.6	31.9
Cost per Available Seat (5)	\$ 1.26	\$ 1.17	\$ 1.06
Utilization (6)	82%	74%	60%
Adjusted EBITDA (in millions) (7)	(64.6)	(29.7)	(40.4)

Notes:

- (1) Total Bookings is an operating measure representing the total number of seats booked by riders and corporate customers (completed or cancelled) on our platform, over the period of measurement.
- (2) Total Ticket Fares is an operating measure representing the total dollars processed on Swvl's platform for seats booked.
- (3) Average Ticket Fare is an operating measure representing the average fare charged to riders and corporate customers per booked seat, calculated as Total Ticket Fares divided by the Total Bookings, over the period of measurement.
- (4) Total Available Seats is an operating measure representing the total number of seats made available on our platform (whether utilized or not), over the period of measurement.
- (5) Cost per Available Seat means the average cost to Swvl for each seat made available on our platform, calculated as cost of sales divided by Total Available Seats, over the period of measurement. Cost per Available Seat is a function of Total Available Seats, and does not vary based on Utilization.
- (6) Utilization is an operating measure representing the level of occupancy of the seats made available on our platform (i.e., the proportion of the seats made available on our platform that were occupied by riders), calculated as Total Bookings divided by Total Available Seats, over the period of measurement.
- (7) 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) finance income, (viii) finance costs, (ix) transaction costs relating to the Business Combination and (x) tax. For a reconciliation of Adjusted EBITDA to the most directly comparable IFRS measure please see the section entitled "Reconciliation of Non-IFRS Financial Measures".

[Table of Contents](#)

Total Bookings

Total Bookings is an operating measure defined as the total number of seats booked by riders and corporate customers on our platform, over the period of measurement. We use this metric to measure the actual volume of seats booked on our platform and utilized on our fleet (including full capacity of completed routes for TaaS customers without regard to actual Utilization). 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.

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Business to customer	10.7	7.2	48.6%
Business to business	21.6	9.6	125.0%
Total Bookings	32.3	16.8	92.3%

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. Total Bookings increased from 16.8 million during the year ended December 31, 2020 to 32.3 million during the year ended December 31, 2021, showing some signs of recovery in the markets in which we operate. However, the increase in Total Bookings is primarily a result of an increase in the order activity by corporate customers on the Swvl platform and the modification or lifting of COVID-19 restrictions, including increased business travel and commuting.

Total Ticket Fares

Total Ticket Fares is an operating measure representing the total dollars processed on Swvl's platform for seats booked. We use Total Ticket Fares as an indicator of our growth and business performance as it measures the dollar volume of transactions on our platform. Total Ticket Fares has historically increased as our business has grown. As a result of the impact of the COVID-19 pandemic, Total Ticket Fares declined during the second quarter of FY 2020. Recovery started from the third quarter of FY 2020, with Total Ticket Fares returning to monthly levels substantially near pre-COVID-19 monthly levels by the end of FY 2020, resulting in Total Ticket Fares of \$26.2 million for FY 2020. During the year ended December 31, 2021, Total Ticket Fares increased to \$54.9 million from \$26.2 million during the year ended December 31, 2020, as the business continues its recovery from the COVID-19 related restrictions and due to an increase in advertising and marketing campaigns.

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Business to customer	33.8	14.8	128.4%
Business to business	21.1	11.4	85.1%
Total Ticket Fares	54.9	26.2	109.5%

Average Ticket Fare

Average Ticket Fare means the average fare charged to riders and corporate customers per booked seat, calculated as Total Ticket Fares divided by the Total Bookings, over the period of measurement. We use Average Ticket Fare internally to evaluate how we are pricing our seats and routes to corporate customers in relation to the Cost per Available Seat to ensure we maintain our target margins. Average Ticket Fare increased from \$1.36

[Table of Contents](#)

in FY 2019 to \$1.56 in FY 2020, primarily as a result of changes in pricing, travel distance and geographic mix. This upward trend continued during the year ended December 31, 2021, with an Average Ticket Fare of \$1.70 compared to \$1.56 during the year ended December 31, 2020.

Total Available Seats

Total Available Seats represents the total capacity of rides available on our platform (whether utilized or not), and is the aggregate of the number of seats made available on our platform. This measure includes both used and unused seats on our platform. We track Total Available Seats internally to ensure we optimize the capacity available on the platform. We review it together with our Total Bookings, as the relationship between these two metrics drives our Utilization. Total Available Seats has historically increased as our business has grown. As a result of the impact of the COVID-19 pandemic, Total Available Seats declined in FY 2020 to 22.6 million. During the year ended December 31, 2021, Total Available Seats increased to 39.2 million reflecting partial recovery from the COVID-19 pandemic and additional growth in the form of new routes on the Swvl platform. Advertising and marketing campaigns and the resulting increase in demand for rides also resulted in an increase in Total Available Seats.

(\$ million)	Year ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Total Available Seats	39.2	22.6	73.5%

Cost per Available Seat

Cost per Available Seat means the average cost to Swvl for each seat made available on our platform (whether utilized or not) and is calculated as cost of sales divided by Total Available Seats, over the period of measurement. We track Cost per Available 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 margins. While Cost per Available Seat has historically tended to decrease over time for each offering within a single geography, the overall Cost per Available Seat is influenced by changes in ride distance and geographic mix. Cost per Available Seat increased from \$1.06 in FY 2019 to \$1.17 in FY 2020. Cost per Available Seat also increased from \$1.17 during the year ended December 31, 2020 to \$1.26 during the year ended December 31, 2021, primarily as a result of increases in ride distances and changes in our geographic mix.

Utilization

Utilization means the level of occupancy of the seats made available on our platform (i.e. the proportion of the seats made available on our platform that were occupied by riders), calculated as Total Bookings divided by Total Available Seats, over the period of measurement. We track Utilization internally to ensure that the level of occupancy of the seat capacity increases with time. Utilization increased from 60% in FY 2019 to 74% in FY 2020, primarily as a result of dynamic pricing, cross-dispatch and dynamic routing. This upward trend continued during the year ended December 31, 2021, with an average utilization of 82% compared to 74% during the year ended December 31, 2020.

(\$ million)	Year Ended December 31		FY 2020 – FY 2021 % Change
	2021	2020	
Utilization	82%	74%	10.8%

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) finance income, (viii) finance cost, (ix) transaction costs related to the Business Combination and (x) 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;
- Adjusted EBITDA does not reflect the components of foreign currency exchange gains (losses) or finance cost/income, net; and
- Adjusted EBITDA does not reflect any expenses related to the Business Combination or PIPE Financing.

For a reconciliation of Adjusted EBITDA to the most directly comparable IFRS measure please see the section entitled "Reconciliation of Non-IFRS Financial Measures."

Reconciliation of Non-IFRS Financial Measures

To supplement our financial information, we use the non-IFRS financial measure, Adjusted EBITDA. However, our definition of Adjusted EBITDA may be different from those used by other companies, and therefore, may not be comparable. Furthermore, our definition of Adjusted EBITDA has limitations in that it does not include the impact of certain expenses that are reflected in our consolidated financial statements that are necessary to run our business. Thus, Adjusted EBITDA should be considered in addition to, not as, substitute for, or in isolation from, measures prepared in accordance with IFRS.

We compensate for these limitations by providing a reconciliation of Adjusted EBITDA to the most directly comparable IFRS financial measure, loss for the year. We encourage investors and others to review our financial information in its entirety, not to rely on any single financial measure and to view Adjusted EBITDA in conjunction with its related IFRS financial measure.

Reconciliation from Loss for the Year to Adjusted EBITDA

	(\$ million)	Year Ended December 31		
		2021	2020	2019
Loss for the year		(141.4)	(29.7)	(35.3)
Add: Depreciation of property and equipment		0.2	0.1	0.0
Add: Depreciation of right-of-use assets		0.5	0.4	0.2
Add: Employee share scheme charges		33.6	2.8	0.4
Add: Provision for employees' end of service benefits		0.7	0.2	—
Add: Indirect tax expense		0.2	0.2	0.1
Add/Less: Foreign exchange losses/(gains)		0.6	0.0	(0.1)
Less: Finance income		(0.2)	(0.6)	(0.4)
Add: Finance costs		45.9	0.1	0.1
Less: Tax		(4.7)	(3.2)	(5.4)
Adjusted EBITDA		(64.6)	(29.7)	(40.4)

B. 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 liabilities exceeded our total assets by approximately \$89.7 million as of December 31, 2021, but total assets exceeded our total liabilities by approximately \$18.4 million as of December 31, 2020. We incurred a loss for the year of approximately \$141.4 million, \$29.7 million and \$35.3 million for FY 2021, FY 2020 and FY 2019, respectively. In addition, we had accumulated losses of approximately \$216.1 million and \$74.7 million as of December 31, 2021 and December 31, 2020. To support our business plans, we have historically raised funding primarily through the issuance of preferred shares, and we raised approximately \$26.4 million and \$47.1 million of cash during FY 2020 and FY 2019, respectively, through the issuance of preferred equity securities. As of December 31, 2021, 2020 and 2019, we had cash and cash equivalents of approximately \$9.5 million, \$10.3 million and \$15.3 million, respectively.

We secured additional liquidity in 2021 and 2022 through the issuance of \$27.7 million of Swvl Convertible Notes and the issuance of \$71.8 million of exchangeable notes (the "Swvl Exchangeable Notes").

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. Additionally, we will receive the proceeds from any exercise of any Warrants in cash. Each Warrant entitles the holder thereof to purchase one share of Class A Ordinary Shares at a price of \$11.50 per share. The aggregate amount of proceeds could be up to \$200.5 million if all Warrants are exercised for cash. We expect to use any such proceeds for general corporate and working capital purposes, which would increase our liquidity, but do not need such proceeds to fund our operations.

We believe the likelihood that warrant holders will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. When the market price for our Class A Ordinary Shares is less than \$11.50 per share (i.e., the Warrants are "out of the money"), which it is at the time of this prospectus, we believe warrant holders will be unlikely to exercise their Warrants.

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 of this prospectus, and our ability to continue funding our existing and future operations is not dependent upon receiving cash proceeds from the exercise of any Warrants. We intend to

[Table of Contents](#)

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 SPAC's trust account after giving effect to any redemptions. Upon consummation of the Business Combination and after giving effect to redemptions of 29,175,999 SPAC Class A Ordinary Shares, amounting to \$291,853,889.71, as of the Company Merger Effective Time, the cash on hand in the SPAC's trust account was \$53,257,144.90. Although we did not receive all of the cash originally held in the SPAC's trust account, we believe our ability to continue funding our existing and future operations is not dependent upon having received all such funds and instead we have been, and believe we will continue to be, able to satisfy our capital needs from our operations and from other financing activities, including our equity line financing arrangement with B. Riley.

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 currently expect to utilize our equity line financing arrangement with B. Riley and 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. The sale of a substantial percentage of the securities being offered pursuant to this prospectus together with the sale of securities held by B. Riley being offered pursuant to a separate prospectus, or the perception that these sales could occur, may make it more difficult for Swvl to issue additional equity financing on favorable terms, or at all. If Swvl is unable to obtain adequate 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.

Cash Flows

The following table sets forth a summary of our cash flows for the periods indicated.

(\$ million)	Year Ended December 31		
	2021	2020	2019
Cash flow from:			
Operating Activities	(62.1)	(30.5)	(40.0)
Investing Activities	(11.1)	(0.2)	(0.4)
Financing Activities	72.7	26.0	46.4
Net (decrease)/increase in cash and cash equivalents	(0.5)	(4.7)	6.0

Operating Activities

Net cash used in operating activities was \$62.1 million for the year ended December 31, 2021, primarily consisting of \$146.2 million of loss for the year before tax, adjusted for certain non-cash items, which included \$44.3 million of finance cost charges related to the embedded derivatives relating to the Swvl Convertible Notes, \$33.6 million employee share-based payments charges, a \$1.3 million provision for expected credit losses, \$0.5 million of depreciation expense related to right-of-use assets, a \$0.7 million provision for employees' end of service benefits, and less than \$0.2 million of depreciation expense related to property and equipment. The net change in operating assets and liabilities is primarily the result of a \$4.8 million increase in trade and other receivables (on account of increased sales), a \$8.2 million increase in accounts payables, accruals and other payables and a \$0.9 increase in prepaid expenses and other current assets.

[Table of Contents](#)

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 is 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 \$11.1 million for the year ended December 31, 2021, which primarily consisted of purchases of approximately \$10 million in short-term convertible notes and \$0.8 million in partial payment applied towards the acquisition of a controlling interest in a Swvl subsidiary.

Net cash used in investing activities was \$0.2 million in FY 2020 and \$0.4 million in FY 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 \$72.7 million for the year ended December 31, 2021, primarily consisting of \$73.2 million in proceeds from the issuance of convertible notes, offset by lease liabilities paid during the year of \$0.5 million.

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 and Dividends

Swvl Holdings Corp is a holding company without substantive business operations. Swvl Holdings Corp 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

[Table of Contents](#)

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 \$0.3 million for the year ended December 31, 2021, 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 the Swvl Convertible Notes in an aggregate principal amount of \$27.7 million to certain noteholders between March 8, 2021 and May 20, 2021. Upon consummation of the Business Combination, the Swvl Convertible Notes were cancelled, extinguished and converted into the right to receive Class A Ordinary Shares.

In addition to the above, between August 25, 2021 and March 31, 2022, certain PIPE Investors effectively pre-funded Swvl with the Swvl Exchangeable Notes. Upon consummation of the Business Combination, the Swvl Exchangeable Notes were automatically exchanged for Class A Ordinary Shares at an exchange price of \$8.50-\$9.50 per share (as applicable).

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.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and commitments as of December 31, 2021.

(\$ million)	Payments Due by Period			Total
	<1 year	1-5 years	>5 years	
Convertible Notes	74.6	0.5	—	75.1
Lease Liabilities Commitments	1.3	3.5	—	4.8
Deferred and Contingent Consideration	3.0	0.6	—	3.6

C. Research and Development, Patents and Licenses

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. For further detail regarding our research and development costs, please see the section of this prospectus entitled “Business.”

D. Trend Information

For a discussion of the trends that affect our business, financial condition and results of operations, please see other portions of this section entitled “Operating Results” and the section of this prospectus entitled “Risk Factors.”

E. Critical Accounting 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.

[Table of Contents](#)

- *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 is incorporated in the British Virgin Islands, the profits from operations of Swvl are not subject to taxation. However, certain subsidiaries of Swvl 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, 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.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names, ages and positions of our executive officers and directors.

Name	Age	Position(s)
Executive Officers		
Mostafa Kandil	29	Chief Executive Officer, Chairman
Youssef Salem	29	Chief Financial Officer
Non-Employee Directors		
Dany Farha	50	Lead Independent Director
W. Steve Albrecht	74	Independent Director
Esther Dyson	70	Independent Director
Victoria Grace	46	Independent Director
Ahmed Sabbah	28	Director
Lone Fønss Schrøder	61	Independent Director
Bjorn von Sivers	33	Independent Director
Gbenga Oyebode	62	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.

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

Dany Farha has served on the Board since February 2018. Mr. Farha is the co-founder, CEO and Managing Partner at BECO Capital Investment LLC, a venture capital firm that provides early stage growth capital and hands-on operational support for technology companies in the Middle East and North Africa. At BECO Capital, he is responsible for investment decisions, fundraising and general management of the firm. Mr. Farha also currently serves as a director on the boards of Kitopi, PropertyFinder International Ltd., North Ladder and DrBridge Holding Ltd. Mr. Farha is a graduate of UCL in London in Management Sciences and Finance.

W. Steve Albrecht was the Gunnel Endowed Professor in the Marriott School of Management at Brigham Young University until his retirement in 2017, where he also previously served as Associate Dean. He previously was a professor at Stanford University and the University of Illinois. He is a Certified Public Accountant,

[Table of Contents](#)

Certified Internal Auditor, and Certified Fraud Examiner. He currently serves on the Board and as Chair of the Audit & Finance Committee of SkyWest, Inc. (Nasdaq: SKYW). Previously he was Chairman of Cypress Semiconductor Corporation (Nasdaq: CY) when it was acquired by Infineon Technologies AG (OTCMKTS: IFNNY) for \$10 billion in 2020 and Director and Chair of the Audit Committee of RedHat, Inc. (NYSE: RHT) when it was acquired by IBM (NYSE: IBM) for \$35 billion, Director of Sun Power Corporation until it was acquired by the French energy company, Total, and CoreLogic, Inc. until it was sold to two private equity firms. Mr. Albrecht is a former President of the American Accounting Association and Association of Certified Fraud Examiners. He has served as a trustee of both COSO, the organization that establishes internal control standards for public companies, and the Financial Accounting Foundation, which oversees the Financial Accounting Standards Board (FASB), the accounting rule-making body in the U.S. He has also been an expert witness in some of the largest financial statement fraud cases in the U.S.

Esther Dyson has served on the 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."

Victoria Grace has served on the Board since March 2022. Ms. Grace was formerly SPAC's Chief Executive Officer. 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., Hylion 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.

Ahmed Sabbah was a co-founder of Swvl and has served on the Board since 2018. Between 2017 and January 2021, Mr. Sabbah was the Chief Technology Officer of Swvl. In February 2021, Mr. Sabbah co-founded Telda, a financial technology company aimed at improving the payment and peer-to-peer money transfer experience in the Middle East and North Africa. Mr. Sabbah currently serves as the Managing Director and Chief Executive Officer of Telda. Mr. Sabbah is a graduate of The German University in Cairo.

Lone Fønss Schrøder has served on the Board since March 2022. Ms. Fønss Schrøder was one of SPAC's independent directors and currently serves as the Chief Executive Officer at Concordium AG, the world's first

[Table of Contents](#)

blockchain with protocol-level identity mechanism, as of February 2019. Ms. Fønss Schrøder 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. Fønss Schrøder 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. Fønss Schrøder 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. Fønss Schrøder 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.

Bjorn von Sivers has served on the Board since June 2019. Mr. von Sivers has been an Investment Manager and Head of Investor Relations at VNV Global AB in Stockholm, Sweden since 2012. During the period 2014-2017 he was also an investment analyst at Vostok Emerging Finance Ltd and Pomegranate Investment AB. Mr. von Sivers received a Master of Science degree in Finance and Investment from The University of Edinburgh Business School in 2012 and a Bachelor of Science degree in Business and Economics from Lund University in 2011.

Gbenga Oyebo has served on the Board since March 2022. Mr. Oyebo is the co-founder and former chairman of Aluko & Oyebo, one of the largest law firms in Nigeria. Mr. Oyebo currently serves on the boards of Nestlé Nigeria Plc, Lafarge Africa Plc, Socfinaf SA, Okomu Oil Palm Company and PZ Cussons Nigeria PLC. In addition, Mr. Oyebo embodies a spirit of philanthropy through his service as the chairman of Teach for Nigeria, director of Teach for All and as a member of the Global Advisory Council of the African Leadership Academy. Mr. Oyebo also sits on the boards of Jazz at the Lincoln Center, the African Philanthropy Forum, Carnegie Hall and the Ford Foundation. Mr. Oyebo has previously served on the boards of Access Bank Plc and MTN Nigeria Plc. Mr. Oyebo holds bachelor of laws degrees from the University of Ife and the Nigerian Law School and a master of laws degree from the University of Pennsylvania. He also holds one of Nigeria's highest honors, the Member of the Order of the Federal Republic of Nigeria, and is a recipient of the Belgian royal honor of Knight of the Order of Leopold.

Board Practices

Board Composition

The Board is comprised of nine directors and is divided into three classes with staggered three-year terms. At each annual meeting of shareholders, 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. Swvl's directors are divided among the three classes as follows:

the Class I directors are Esther Dyson, Ahmed Sabbah and Gbenga Oyebo and their terms will expire at the annual general meeting of shareholders to be held in 2022;

the Class II directors are Lone Fønss Schrøder, Bjorn von Sivers and W. Steve Albrecht and their terms will expire at the annual general meeting of shareholders to be held in 2023; and

the Class III directors are Mostafa Kandil, Victoria Grace and Dany Farha and their terms will expire at the annual general meeting of shareholders to be held in 2024.

Directors in a particular class are 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 is elected at each annual meeting

[Table of Contents](#)

of Swvl's 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 Articles provide that only the 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

Each member of the Board, other than Mostafa Kandil and Ahmed Sabbah, qualifies as independent, as defined under the listing rules of Nasdaq.

Board Committees

The Board has established the following committees: an audit committee, a compensation committee and a nominating and corporate governance committee. The Board may also establish from time to time any other committees that it deems necessary or desirable. The Board and its committees 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 Board delegates various responsibilities and authority to its committees as generally described below. The committees regularly report on their activities and actions to the full Board. Each member of each committee of the Board is qualified as an independent director in accordance with the listing standards of the Nasdaq. Each committee of the Board has a written charter approved by the Board. Copies of each charter are posted on Swvl's website at www.swvl.com. The inclusion of Swvl's website address in this prospectus does not include or incorporate by reference the information on Swvl's website into this prospectus. Members serve on these committees until their resignation or until otherwise determined by the Board.

Audit Committee

The members of Swvl's audit committee are Mr. Albrecht, Ms. Lone Fønss Schrøder and Mr. Oyebode, each of whom can read and understand fundamental financial statements. Each of Mr. Albrecht, Ms. Lone Fønss Schrøder and Mr. Oyebode is independent under the rules and regulations of the SEC and the listing rules of the Nasdaq applicable to audit committee members. Mr. Albrecht is the chair of the audit committee. Mr. Albrecht qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the Nasdaq. Swvl's audit committee assists the Board with its oversight of the following: the integrity of Swvl's financial statements; Swvl's compliance with legal and regulatory requirements; the qualifications, independence and performance of the independent registered public accounting firm; and the design and implementation of Swvl's internal audit function and risk assessment and risk management. Among other things, Swvl's audit committee is responsible for reviewing and discussing with Swvl's management the adequacy and effectiveness of Swvl's disclosure controls and procedures. The audit committee also discusses with Swvl's management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope and timing of the annual audit of Swvl's financial statements, and the results of the audit, quarterly reviews of Swvl's financial statements and, as appropriate, initiates inquiries into certain aspects of Swvl's financial affairs. Swvl's audit committee is 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 Swvl's employees of concerns regarding questionable accounting or auditing matters. In addition, Swvl's audit committee has direct responsibility for the appointment, compensation, retention and oversight of the work of Swvl's independent registered public accounting firm. Swvl's audit committee has sole authority to approve the hiring and discharging of Swvl's independent registered public accounting firm, all audit engagement terms and

[Table of Contents](#)

fees and all permissible non-audit engagements with the independent auditor. Swvl's audit committee reviews and oversees all related person transactions in accordance with Swvl's policies and procedures.

Compensation Committee

The members of Swvl's compensation committee are Mr. Farha and Ms. Grace. Mr. Farha is the chair of the compensation committee. Each member of Swvl's compensation committee is considered independent under the rules and regulations of the SEC and the listing rules of the Nasdaq applicable to compensation committee members. Swvl's compensation committee assists the Board in discharging certain of Swvl's 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 Swvl's compensation programs.

Nominating and Corporate Governance Committee

The members of Swvl's nominating and corporate governance committee are Mr. von Sivers and Ms. Dyson. Mr. von Sivers is the chair of the nominating and corporate governance committee. Swvl's nominating and corporate governance committee assists the Board with its oversight of and identification of individuals qualified to become members of the Board, consistent with criteria approved by the Board, and selects, or recommends that the Board selects, director nominees, develops and recommends to the Board a set of corporate governance guidelines and oversees the evaluation of the Board.

Code of Conduct

The Board has adopted a Code of Conduct. The Code of Conduct applies to all of Swvl's employees, officers and directors, as well as all of Swvl's contractors, consultants, suppliers and agents in connection with their work for Swvl. The Code of Conduct is posted on Swvl's at www.swvl.com. Swvl 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 Swvl's website identified above or in public filings. Information contained on Swvl's website is not incorporated by reference into this prospectus, and you should not consider information contained on Swvl's website to be part of this prospectus.

Compensation Committee Interlocks and Insider Participation

None of the members of Swvl's 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 Board or compensation committee.

COMPENSATION

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, 2021 is described in the table below:

<u>(Dollars in thousands)</u>	<u>All individuals</u>
Base salary	\$ 1,370.194
Bonuses	\$ —
Additional benefit payments	\$ —
Total cash compensation	\$ 1,370.194

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.

In connection with the Business Combination, the Board approved the terms of director compensation for our non-executive/employee directors, effective upon the consummation of the Business Combination, pursuant to which each non-executive/employee director is eligible to receive compensation for services on the Board.

Each non-executive/employee director will be entitled to receive as an annual retainer a grant of fully-vested Class A Ordinary Shares with a fair market value of \$35,000, payable quarterly in arrears. Any non-executive/employee director who joins or vacates the Board mid-year will receive a prorated annual retainer during the director's year of service. In addition, the lead independent director of the Board, committee chairs and committee members will be entitled to receive grants of fully-vested Class A Ordinary Shares, payable quarterly in arrears, with the following fair market values:

- \$15,000 for the lead independent director;
- \$35,000 for the chair of our audit committee;
- \$15,000 for the chair of our compensation committee;
- \$8,000 for the chair of our nominating and corporate governance committee;
- \$10,000 for each other member of our audit committee;
- \$7,500 for each other member of our compensation committee; and
- \$4,000 for each other member of our nominating and corporate governance committee.

Additionally the chair of our audit committee will be entitled to an annual cash retainer of \$35,000, payable quarterly in arrears. Any non-executive/employee director who serves or vacates such position mid-year will receive a prorated annual retainer during the director's year of service in such position.

On the first trading day following our annual meeting of shareholders, each non-executive/employee director who is in service from and after such annual meeting will automatically be granted an annual award of restricted stock units in respect of a number of Class A Ordinary Shares determined by dividing \$170,000 by the grant date closing price of Class A Ordinary Shares. Such restricted stock units will vest on the earlier of (1) the first anniversary of such grants and (2) the day prior to the date of our next annual meeting of shareholders, in

each case, subject to such non-executive/employee director's continued service in such capacity through such vesting date.

Aggregate Equity Award Information as of December 31, 2021 for directors and senior management

Swvl's directors, executives and senior management held 1,752 Swvl Options (both vested and unvested) with a weighted average exercise price of \$1,355.81 as of December 31, 2021, 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 board of directors of Swvl Inc. (the "Swvl Inc. Board") adopted the 2019 Share Option Plan (the "2019 Plan"), in order to offer persons selected by the Swvl Inc. 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 options to purchase Swvl Common Shares B ("Swvl Options"). Eligible employees, consultants, advisors and/or directors of Swvl or its parent or applicable subsidiary were eligible to 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.

Swvl 2021 Omnibus Incentive Compensation Plan

The Board adopted, and our shareholders approved, the 2021 Omnibus Incentive Compensation Plan (the "2021 Plan"), in order to give Swvl a competitive advantage in attracting, retaining, awarding and motivating directors, officers, employees and consultants by granting equity and equity-based awards. The 2021 Plan, which superseded the 2019 Plan upon its effectiveness, permits the grant of options to purchase Swvl Securities, stock appreciation rights, restricted shares, restricted stock units, other equity or equity related awards in each case, in respect of Swvl Securities and cash incentive awards, thus enhancing the alignment of employee and shareholder interests. The 2021 Plan replaced the 2019 Plan upon its effectiveness and no further grants will be made under the 2019 Plan.

The initial share limit under the 2021 Plan is 16,116,286. Such share limit will increase annually on the first day of each fiscal year beginning fiscal year 2023 by the number of Swvl Securities equal to the lesser 5% of (i) the total outstanding Swvl Securities on the last day of the prior fiscal year or (ii) such lesser amount determined by the Board.

Employment Arrangements with Swvl Executive Officers

Certain executive officers of Swvl are party to employment agreements with Swvl or its subsidiaries. Please see the section entitled "Certain Relationships and Related Party Transactions."

BENEFICIAL OWNERSHIP OF CLASS A ORDINARY SHARES

The following table sets forth information known to the Company regarding the beneficial ownership of the Class A Ordinary Shares as of May 23, 2022:

- each person who is the beneficial owner of more than 5% of the outstanding shares of Class A Ordinary Shares;
- each of the Company’s executive officers and directors; and
- all executive officers and directors of the Company as a group.

The SEC has defined “beneficial ownership” of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A shareholder is also deemed to be, as of any date, the beneficial owner of all securities that such shareholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, Class A Ordinary Shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all Class A Ordinary Shares beneficially owned by them. Except as otherwise indicated, the address for each shareholder listed below is c/o The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates.

<u>Beneficial Owner</u>	<u>Class A Ordinary Shares</u>	<u>% of Class A Ordinary Shares</u>
<i>Five Percent Holders of Swvl:</i>		
Queen’s Gambit Holdings LLC (1)	14,558,333	11.7%
Memphis Equity Ltd. (2)(7)	17,893,053	15.1%
VNV (Cyprus) Limited (3)(7)(10)	14,462,414	12.2%
DiGame Africa (4)(7)(11)	10,297,942	8.7%
Agility Public Warehousing Company K.S.C.P. (12) (13)	7,922,507	6.6%
<i>Directors and Executive Officers of Swvl: (5)</i>		
Mostafa Kandil (9)	7,549,815	6.4%
Youssef Salem	*	*
Dany Farha (6)	17,893,053	15.1%
W. Steve Albrecht	—	—
Esther Dyson	*	*
Victoria Grace (1)(8)	14,558,333	11.7%
Ahmed Sabbah (7)(14)	7,549,815	6.4%
Lone Fønss Schrøder	—	—
Bjorn von Sivers	—	—
Gbenga Obeyode	—	—
All Directors and Executive Officers of Swvl as a Group (Ten Individuals)	47,914,916	38.5%

* Less than one percent.

(1) Consisting of 8,625,000 Class A Ordinary Shares and 5,933,333 Private Placement Warrants. Queen’s Gambit Holdings LLC is the record holder of the shares reported herein. Victoria Grace is the managing member of the Sponsor.

Table of Contents

- (2) Investment and voting decisions for securities held by Memphis Equity Ltd. are made by the investment committee of Memphis Equity Ltd., which, the Company has been informed by Memphis Equity Ltd., consists of Dany Farha and Yousef Hammad.
- (3) Investment and voting decisions for securities held by VNV (Cyprus) Limited are made by a majority of the members of the board of directors of VNV (Cyprus) Limited, which the Company has been informed by VNV (Cyprus) Limited, is comprised of Boris Sinegubko, Eleni Chrysostomides, Georgia Chrysostomides and Chrystalla Dekatris.
- (4) Investment and voting decisions for securities held by DiGame Africa are made by a majority of the members of the board of directors of DiGame Investment Company, which the Company has been informed by DiGame Africa, is comprised of Samer Salty, Shane Tedjarati, Esther Dyson, Samir Mikati and Samir Hammami.
- (5) The business address for each director and executive officer of the Company is The Offices 4, One Central, Dubai World Trade Centre, Dubai, UAE.
- (6) Consists of 17,893,053 Class A Ordinary Shares held by Memphis Equity Ltd. and deemed beneficially owned by Mr. Farha as a result of his membership on the investment committee of Memphis Equity Ltd.
- (7) Party to the Shareholders' Agreement, which is filed as exhibit 10.3 to the registration statement of which this prospectus forms a part.
- (8) The number of Class A Ordinary Shares beneficially owned by Victoria Grace is based on the information disclosed on the Schedule 13D filed with the SEC on April 7, 2022.
- (9) The number of Class A Ordinary Shares beneficially owned by Mostafa Kandil is based on the information disclosed on the Schedule 13D filed with the SEC on April 7, 2022.
- (10) The number of Class A Ordinary Shares beneficially owned by VNV (Cyprus) Limited is based on the information disclosed on the Schedule 13D filed with the SEC on April 8, 2022.
- (11) The number of Class A Ordinary Shares beneficially owned by DiGame Africa is based on the information disclosed on the Schedule 13D filed with the SEC on April 11, 2022.
- (12) The number of Class A Ordinary Shares beneficially owned by Agility Public Warehousing Company K.S.C.P. is based on the information disclosed on the Schedule 13D filed with the SEC on April 11, 2022.
- (13) Includes 6,932,507 Class A Ordinary Shares and 990,000 Class A Ordinary Shares issuable upon exercise of warrants that are currently exercisable or exercisable within 60 days, which are held by Agility Public Warehousing Company K.S.C.P. through its wholly-owned subsidiary, Alcazar Fund 1 SPV 4.
- (14) The number of Class A Ordinary Shares beneficially owned by Ahmed Sabbah is based on the information disclosed on the Schedule 13D filed with the SEC on May 6, 2022.

SELLING SECURITYHOLDERS

This prospectus relates to the possible offer and sale from time to time of (a) up to 87,379,534 Class A Ordinary Shares, including up to 9,010,567 Earnout Shares, and (b) up to 5,933,333 Private Placement Warrants, in each case by the Selling Securityholders. The Class A Ordinary Shares described in clause (a) of the prior sentence include (i) 3,966,400 Class A Ordinary Shares issued to the PIPE Investors at a cash price of \$10.00 per share, (ii) 8,222,311 Class A Ordinary Shares issued to certain PIPE Investors who effectively pre-funded Swvl with the Swvl Exchangeable Notes at an exchange rate of \$8.50 per share, \$9.10 per share or \$9.50 per share, (iii) 8,625,000 Class A Ordinary Shares issued to the Sponsor at a cash price value of \$0.003 per share and (iv) 57,555,256 Class A Ordinary Shares issued to Selling Securityholders who were former equityholders of Legacy Swvl as equity merger consideration pursuant to the Business Combination at an equity consideration value of \$10.00 per share. The Private Placement Warrants described in clause (b) of such sentence were originally issued in a private placement at a cash price of \$1.50 per warrant.

The Selling Securityholders may from time to time offer and sell any or all of the securities set forth below pursuant to this prospectus. When we refer to the “Selling Securityholders” in this prospectus, we mean the persons listed in the tables below, and the donees, pledgees, transferees or other successors-in-interest (as a gift, pledge, partnership distribution or other non-sale related transfer) selling securities received after the date of this prospectus from the Selling Stockholders that may be identified in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part.

The table below sets forth, as of the date of this prospectus, the name of the Selling Securityholders for which we are registering securities for resale to the public and the aggregate principal amount that the Selling Securityholders may offer pursuant to this prospectus. The individuals and entities listed below have beneficial ownership over their respective securities. The SEC has defined “beneficial ownership” of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A shareholder is also deemed to be, as of any date, the beneficial owner of all securities that such shareholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, Class A Ordinary Shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person. Certain of the Selling Securityholders own Public Warrants which are exercisable pursuant to their terms on or after April 30, 2022. The Public Warrants were previously issued in a transaction registered with the SEC, and the registration statement of which this prospectus is a part is registering the issuance of Class A Ordinary Shares underlying the exercise of such Public Warrants. Accordingly, such registration statement does not register the resale of the Class A Ordinary Shares underlying the exercise of the Public Warrants, and in the table below such underlying Class A Ordinary Shares are reflected as securities beneficially owned after sales that the Selling Securityholders may make pursuant to this prospectus.

The securities held by certain of the Selling Securityholders are subject to transfer restrictions, as described in the section titled “Description of Securities—Transfer”.

We cannot advise you as to whether the Selling Securityholders will in fact sell any or all of such securities. In addition, the Selling Securityholders may sell, transfer or otherwise dispose of, at any time and from time to time, the ordinary shares in transactions exempt from the registration requirements of the Securities Act after the date of this prospectus, subject to applicable law.

Selling Securityholder information for each additional Selling Securityholder, if any, will be set forth in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part. Any such prospectus supplement or post-effective amendment may add, update,

Table of Contents

substitute, or change the information contained in this prospectus, including the identity of each Selling Securityholder and the number of Ordinary Shares registered on its behalf. A Selling Securityholder may sell all, some or none of such securities in this offering. See the section titled “Plan of Distribution”.

Name of Selling Securityholder	Securities beneficially owned prior to this offering		Securities being offered		Securities beneficially owned after sale			
	Class A Ordinary Shares	Private Placement Warrants	Class A Ordinary Shares	Private Placement Warrants	Class A Ordinary Shares (1)(2)	% (1)(2)	Private Placement Warrants (1)(2)	% (1)(2)
Queen's Gambit Holdings LLC (3)(38)	14,558,333	5,933,333	14,558,333	5,933,333	—	—	—	—
Mostafa Kandil (4)(39)	8,787,608	—	8,787,608	—	—	—	—	—
Youssef Salem (5)(40)	88,661	—	88,661	—	—	—	—	—
Ahmed Sabbah (6)(41)	8,664,543	—	8,664,543	—	—	—	—	—
Esther Dyson (7)(42)	384,705	—	384,705	—	—	—	—	—
Memphis Equity Ltd. (8)(43)	20,507,313	—	20,507,313	—	—	—	—	—
VNV (Cyprus) Limited (9)(36)(44)	16,556,319	—	16,556,319	—	—	—	—	—
DiGAME Africa (10)(37)(45)	11,804,608	—	11,804,608	—	—	—	—	—
Luxor Capital Partners, LP (11)	21,673	—	21,673	—	—	—	—	—
Lugard Road Capital Master Fund, LP (12)	1,393,032	—	1,393,032	—	—	—	—	—
Zain Ventures Holding Company W.L.L (13)	1,000,000	—	1,000,000	—	—	—	—	—
Gulf Cable & Electrical Industries Company Co. K.S.C.P (14)	1,000,000	—	1,000,000	—	—	—	—	—
HF Fund LP (15)	544,117	—	544,117	—	—	—	—	—
Alghadeer Investments LLC (16)	33,700	—	33,700	—	—	—	—	—
Emirates International Investment Company LLC (17)	56,700	—	56,700	—	—	—	—	—
Jadwa Investment Sole Proprietorship LLC (18)	273,200	—	273,200	—	—	—	—	—
Levant Investment LLC (19)	9,000	—	9,000	—	—	—	—	—
Scope Investment LLC (20)	86,400	—	86,400	—	—	—	—	—
Verve Investment - Sole Proprietorship LLC (21)	4,900	—	4,900	—	—	—	—	—
Kepos Alpha Master Fund L.P. (22)(47)	346,933	—	346,933	—	133,333	*	—	—
Kepos Carbon Transition Master Fund L.P. (23)(48)	45,833	—	45,833	—	9,433	*	—	—
Sandglass Opportunity Fund LP (24)	181,099	—	181,099	—	—	—	—	—
Sandglass Petrus Opportunity Fund LP (25)	18,901	—	18,901	—	—	—	—	—
QInvest LLC (26)	100,000	—	100,000	—	—	—	—	—
Teklas Ventures S.a.r.l. (27)	50,000	—	50,000	—	—	—	—	—
Concordium Foundation (28)	2,500	—	2,500	—	—	—	—	—
Chimera Investment LLC (29)(46)	2,098,454	—	2,098,454	—	—	—	—	—
Alcazar Fund 1 SPV 4 (30)(49)	7,922,507	—	7,922,507	—	3,960,000	3.3%	—	—
AL REEM VENTURES SPV RSC LTD (31)	588,235	—	588,235	—	—	—	—	—
Michael Maloney Family 2020 Trust (32)	58,823	—	58,823	—	—	—	—	—
Morgan Maloney Family 2020 Trust (33)	58,823	—	58,823	—	—	—	—	—
R Capital LLC (34)	109,890	—	109,890	—	—	—	—	—
V&R 1 LLP (35)	58,823	—	58,823	—	—	—	—	—

* Represents less than one percent.

- (1) The percentage Class A Ordinary Shares and Warrants beneficially owned is computed on the basis of 118,883,073 Class A Ordinary Shares and 17,433,333 Warrants outstanding respectively on May 23, 2022.
- (2) Assumes the sale of all shares offered in this prospectus.
- (3) The business address of Queen's Gambit Holdings LLC is 55 Hudson Yards, 44th Floor, New York, NY 10001.
- (4) The business address of Mostafa Kandil is The Offices 4, One Central, Dubai World Trade Centre, Dubai, UAE.
- (5) The business address of Youssef Salem is The Offices 4, One Central, Dubai World Trade Centre, Dubai, UAE.
- (6) The business address of Ahmed Sabbah is The Offices 4, One Central, Dubai World Trade Centre, Dubai, UAE.
- (7) The business address of Esther Dyson is The Offices 4, One Central, Dubai World Trade Centre, Dubai, UAE.
- (8) The business address of Memphis Equity Ltd. is c/o Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town Tortola, British Virgin Islands.
- (9) The business address of VNV (Cyprus) Limited is 1, Lampousas Street, 1095 Nicosia, Cyprus.
- (10) The business address of DiGAME Africa is 33 Edith Cavell Street, Port-Louis, 11324, Mauritius.
- (11) The business address of Luxor Capital Partners, LP is 1114 Avenue of the Americas, 28th Floor, New York, NY 10036.

Table of Contents

- (12) The business address of Luard Road Capital Master Fund, LP is 1114 Avenue of the Americas, 28th Floor, New York, NY 10036.
- (13) The business address of Zain Ventures Holding Company W.L.L. is Bahrain, Alseef area, Block 428, Road 2806, Building 401.
- (14) The business address of Gulf Cable & Electrical Industries Company Co. K.S.C.P. is P.O. Box 1196, Al-Safat 13012, Kuwait.
- (15) The business address of HF Fund LP is 101 N. Clematis St., Suite 200, West Palm Beach, FL 33401.
- (16) The business address of Alghadeer Investments LLC is Office 2404, Emaar Boulevard Plaza 2, Sheikh Zayed Road, Dubai, UAE.
- (17) The business address of Emirates International Investment Company LLC is Level O, Al Heel Tower, Mubarak Bin Mohammed St, Khalidiya, PO Box 2310, Abu Dhabi, UAE.
- (18) The business address of Jadwa Investment Sole Proprietorship LLC is P.O. Box 999, West 66, Abu Dhabi, UAE.
- (19) The business address of Levant Investment LLC is Al Heel Tower, O Floor, Mohamed Bin Mubarak St, Khalidiya, Abu Dhabi, UAE.
- (20) The business address of Scope Investment LLC is Office 2404, Emaar Boulevard Plaza 2, Sheikh Zayed Road, Dubai, UAE.
- (21) The business address of Verve Investment—Sole Proprietorship LLC is Level M, Al Heel Tower, Mubarak Bin Mohamed St, Khalidiya, Abu Dhabi, UAE.
- (22) The business address of Kepos Alpha Master Fund L.P. is 11 Times Square, 35th Floor, New York NY 10036.
- (23) The business address of Kepos Carbon Transition Master Fund L.P. is 11 Times Square, 35th Floor, New York NY 10036.
- (24) The business address of Sandglass Opportunity Fund LP is c/o Maples Corporate Services Limited, P.O. Box 309, Uglund House, South Church Street George Town, Grand Cayman, KY1-1104, Cayman Islands.
- (25) The business address of Sandglass Petrus Opportunity Fund LP is c/o Sandglass Capital Advisors LLC, 1133 Broadway, Suite 1528 New York, NY 10010.
- (26) The business address of QInvest LLC is Majlis AL Taawon Street No. 213, Tornado Tower, 39th Floor, West Bay, P.O. Box 26222, Doha, Qatar.
- (27) The business address of Teklas Ventures S.a.r.l. is 23, rue Aldringen L-1118, Luxembourg.
- (28) The business address of Concordium Foundation is Bahnhofstrasse 20, 6300 Zug, Switzerland.
- (29) The business address of Chimera Investment LLC is Office 615, 4th Floor Royal Group Bldg, Khalifa Park, P.O. Box 3190, Abu Dhabi, UAE.
- (30) The business address of Alcazar Fund 1 SPV 4 is One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands.
- (31) The business address of AL REEM VENTURES SPV RSC LTD is 2458, 24, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE.
- (32) The business address of Michael Maloney Family 2020 Trust is 3 Ocean Avenue, Spring Lake, New Jersey, 07762.
- (33) The business address of Morgan Maloney Family 2020 Trust is 3 Ocean Avenue, Spring Lake, New Jersey, 07762.
- (34) The business address of R Capital LLC is Ground Floor, R Holding Building, Sheikh Khalifa Bin Zayed Road, P.O. Box 6666, Ajman, UAE.
- (35) The business address of V&R 1 LLP is 12a, Fleet Business Park, Fleet, Hants, England, GU52 8BF.
- (36) Investment and voting decisions for securities held by Memphis Equity Ltd. are made by the investment committee of Memphis Equity Ltd., which, the Company has been informed by Memphis Equity Ltd., consists of Dany Farha and Yousef Hammad.
- (37) Investment and voting decisions for securities held by DiGame Africa are made by a majority of the members of the board of directors of DiGame Investment Company, which the Company has been informed by DiGame Africa, is comprised of Samer Salty, Shane Tedjarati, Esther Dyson, Samir Mikati and Samir Hammami.
- (38) Consists of (i) 8,625,000 Class A Ordinary Shares, (ii) 5,933,333 Class A Ordinary Shares issuable upon exercise of an equal number of Private Placement Warrants and (iii) 5,933,333 Private Placement Warrants.
- (39) Consists of (i) 7,549,815 Class A Ordinary Shares, (ii) 1,114,728 Earnout Shares and (iii) 123,065 Earnout RSU Shares.
- (40) Consists of (i) 28,689 Class A Ordinary Shares, (ii) 4,236 Earnout Shares and (iii) 55,736 Earnout RSU Shares.
- (41) Consists of (i) 7,549,815 Class A Ordinary Shares and (ii) 1,114,728 Earnout Shares.
- (42) Consists of (i) 335,211 Class A Ordinary Shares and (ii) 49,494 Earnout Shares.
- (43) Consists of (i) 17,893,053 Class A Ordinary Shares and (ii) 2,614,260 Earnout Shares.
- (44) Consists of (i) 14,462,414 Class A Ordinary Shares and (ii) 2,093,905 Earnout Shares.
- (45) Consists of (i) 10,297,942 Class A Ordinary Shares and (ii) 1,506,666 Earnout Shares.
- (46) Consists of (i) 1,764,705 Class A Ordinary Shares and (ii) 333,749 Earnout Shares.
- (47) Consists of (i) 213,600 Class A Ordinary Shares and (ii) 133,333 Class A Ordinary Shares issuable upon exercise of an equal number of Public Warrants.
- (48) Consists of (i) 36,400 Class A Ordinary Shares and (ii) 9,433 Class A Ordinary Shares issuable upon exercise of an equal number of Public Warrants.
- (49) Consists of (i) 3,962,507 Class A Ordinary Shares issued to Alcazar Fund 1 SPV 4 pursuant to the Subscription Agreement (as defined in Note 1 to Queen's Gambit Growth Capital's financial statements included as part of this prospectus), (ii) 2,970,000 Class A Ordinary Shares received in connection with the Business Combination as a result of Alcazar Fund 1 SPV 4's ownership of Class A ordinary shares of SPAC and (iii) 990,000 Class A Ordinary Shares issuable upon exercise of an equal number of Public Warrants.

Material Relationships with Selling Securityholders

See the section titled "Certain Relationships and Related Party Transactions".

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Registration Rights

In connection with the Business Combination, on July 28, 2021, Swvl, SPAC, Queens Gambit Holdings LLC (the “Sponsor”) and certain security holders of Swvl (the “Registration Rights Holders”) entered into a registration rights agreement (the “Registration Rights Agreement”). Pursuant to the Registration Rights Agreement, within 20 business days after the consummation of the Business Combination, Swvl is required to (a) file with the SEC a registration statement (the “Resale Registration Statement”) registering the resale of certain securities of Swvl held by the Registration 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 Registration 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 the securities held by the Registration Rights Holders through a broker or agent. The Registration Rights Holders are also entitled to customary piggyback registration rights.

Sponsor Agreement

In connection with the Business Combination, on July 28, 2021, the Sponsor entered into a letter agreement among Swvl and SPAC (the “Sponsor Agreement”), pursuant to which, among other things, (i) the Sponsor agreed to vote all of their Class A Ordinary Shares in favor of the adoption and approval of the Business Combination, and, subject to certain other exceptions, (ii) not transfer any of their Swvl securities until the earlier of (a) one year after the consummation of the Business Transaction or (b) (x) the first date on which the last sale price of our Class A Ordinary Shares 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 Swvl completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of Swvl’s shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property following consummation of the Business Combination and (z) in the case of the Sponsor Warrants (or Class A Ordinary Shares underlying such warrants), until 30 days after the consummation of the Business Transaction.

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 Swvl Common Shares A for \$10.00 per share for an aggregate purchase price of \$25,000. Lone Fønss Schröder, a member of the Board, currently serves as the Chief Executive Officer of Concordium AG but has no ownership interest in nor control over the Concordium Foundation.

Kandil Employment Agreement

On July 28, 2021, Swvl and Swvl Global FZE entered into an employment agreement with Mostafa Kandil, pursuant to which, in connection with the consummation of the Business Combination, Mr. Kandil commenced service as Swvl’s 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 Class A Ordinary Shares 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 our Class A Ordinary Shares on the grant date. Mr. Kandil’s employment agreement further provides that if Mr. Kandil’s employment is terminated by Swvl 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.

Salem Employment Agreement

On March 31, 2022, Swvl and Swvl Global FZE entered into an amended and restated employment agreement with Mr. Salem, pursuant to which, in connection with the consummation of the Business Combination, Mr. Salem commenced service as Swvl's Chief Financial Officer and Swvl Global FZE's Chief Financial Officer, and which agreement superseded his prior employment agreement between Mr. Salem and Swvl Global FZE, dated May 30, 2021. Mr. Salem's employment agreement provides for, among other things, an annual base salary of \$400,000 per year, an annual performance-based bonus in a targeted amount equal to 75% of his annual base salary payable in cash or Class A Ordinary Shares (as determined by the Board or a duly authorized committee thereof), an initial grant of options to purchase Class A Ordinary Shares with an aggregate financial accounting grant date fair value equal to \$217,500 (the "Initial Salem Option Award") and a grant of restricted stock units with an aggregate value of \$507,500 based on the closing price of our Class A Ordinary Shares on the grant date. Mr. Salem's employment agreement further provides that if Mr. Salem's employment is terminated by Swvl other than for cause, death or disability or, by Mr. Salem for good reason (each as defined in Mr. Salem's employment agreement), subject to Mr. Salem's execution and non-revocation of a release of claims, Mr. Salem 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) cash 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. 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 non-disparagement and confidentiality covenants during and following termination of his employment.

Grant of Stock Options to Executive Officers and Directors

On July 8, 2019, Swvl granted Mr. 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 of this prospectus entitled "Compensation—Swvl 2019 Share Option Plan." Pursuant to and in accordance with the terms of the Business Combination Agreement, in connection with the Business Combination, each outstanding Swvl Option was assumed and converted into an option to purchase approximately 1,509.963 Class A Ordinary Shares, at an exercise price equal to the exercise price per share of such Swvl Option prior to the Business Combination divided by approximately 1,509.963.

On March 31, 2022, Swvl granted Mr. Kandil and Mr. Salem the Initial Kandil Option Award (consisting of an option to purchase 130,495 Class A Ordinary Shares) and the Initial Salem Option Award (consisting of an option to purchase 43,665 Class A Ordinary Shares), respectively, in each case, with an exercise price of \$10 per share and subject to a four-year vesting term, with 25% of the shares underlying such applicable grant vesting on the first anniversary of the grant date, and the remainder vesting in 12 equal quarterly installments following such

[Table of Contents](#)

anniversary and subject to the terms of Mr. Kandil's and Mr. Salem's respective employment agreement discussed above and the terms of the 2021 Plan as discussed in the section of this prospectus entitled "Compensation—Swvl 2021 Omnibus Incentive Compensation Plan."

In connection with Mr. Albrecht's commencement as the chair of Swvl's audit committee, on March 31, 2022, Swvl granted Mr. Albrecht an option to purchase 50,000 Class A Ordinary Shares with an exercise price of \$10 per share and subject to a four-year vesting term, with 25% of the shares underlying such grant vesting on the first anniversary of the grant, and the remainder vesting in 12 equal quarterly installments following such anniversary and subject to the terms of the 2021 Plan as discussed in the section of this prospectus entitled "Compensation—Swvl 2021 Omnibus Incentive Compensation 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 Fønss Schrøder, a member of the Swvl Board, currently serves as the Chief Executive Officer of Concordium AG.

Interests of Experts and Counsel

None.

DESCRIPTION OF SECURITIES

A summary of the material provisions governing our Securities is described below. This summary is not complete and should be read together with the Articles and the Warrant Agreement, each of which has been filed as an exhibit to the registration statement of which this prospectus forms a part. You are urged to read the Articles and the Warrant Agreement for a complete description of the rights and preferences of our securityholders.

General

The Company is a British Virgin Islands company limited by shares and its affairs are governed by its Articles and the BVI Companies Act (each as amended or modified from time to time).

As provided in the Articles, subject to the BVI Companies Act, the Company 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 the Company is c/o Maples Corporate Services Limited, P.O. Box 173, Road Town, Tortola, British Virgin Islands.

The outstanding Securities consist of Class A Ordinary Shares and Warrants.

Authorized Shares

The Articles authorize the issuance of up to 555,000,000 shares, consisting of (a) 500,000,000 Class A Ordinary Shares and (b) 55,000,000 preferred shares. All outstanding Class A Ordinary Shares are fully paid and non-assessable. To the extent they are issued, certificates representing Class A Ordinary Shares are issued in registered form.

All options, regardless of grant dates, will entitle holders to an equivalent number of Class A Ordinary Shares once the vesting and exercising conditions are met.

The Class A Ordinary Shares are listed on Nasdaq under the symbol "SWVL".

Key Provisions of the Articles and British Virgin Islands Law Affecting the Company's Class A Ordinary Shares or Corporate Governance

Voting Rights

The holders of Class A Ordinary Shares securities are entitled to one vote per share on all matters to be voted on by shareholders. The Articles do not provide for cumulative voting with respect to the election of directors.

Transfer

All Class A Ordinary Shares will be issued in registered form and may be freely transferred under the 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 the Articles.

[Table of Contents](#)

Among other things, certain of the shareholders of the Company, pursuant to lock-up agreements entered into in connection with the Business Combination (the “Lock-Up Agreements”) and the sponsor agreement with Queen’s Gambit Holdings, LLC (the “Sponsor Agreement”) may not transfer their Class A Ordinary Shares during the six or 12 month period (as applicable) following the consummation of the Business Combination. Additionally, any Securities received in the Business Combination by persons who are or become affiliates of the Company 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, including pursuant to this prospectus. Persons who may be deemed affiliates of the Company generally include individuals or entities that control, are controlled by or are under common control with, the Company and may include the directors and executive officers of the Company, as well as its significant shareholders.

Redemption Rights

The BVI Companies Act and the Articles permit the Company 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 Articles and the BVI Companies Act, the Board may from time to time declare dividends and other distributions, and authorize payment thereof, if, in accordance with the BVI Companies Act, the Board is satisfied that immediately after the payment of any such dividend or distribution, (a) the value of the Company’s assets exceeds its liabilities and (b) the Company will be able to pay its debts as they fall due. Each holder of Class A Ordinary Shares has equal rights with regard to dividends and to distributions of the surplus assets of the Company, if any.

Other Rights

Under the Articles, the holders of Securities are not entitled to any preemptive rights or anti-dilution rights. Securities are not subject to any sinking fund provisions.

Calls on Class A Ordinary Shares and Forfeiture of Class A Ordinary Shares

The Board may from time to time make calls upon members for any amounts unpaid on their Class A Ordinary Shares in a notice served to such members at least 14 clear days prior to the specified time of payment. The Class A Ordinary Shares that have been called upon and remain unpaid are subject to forfeiture.

Issuance of Additional Shares

The Articles authorize the Board to issue additional Class A Ordinary Shares from time to time as the Board shall determine, subject to the BVI Companies Act and the provisions, if any, in the Articles (and to any direction that may be given by the Company 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 Articles for a proper purpose and for what they believe in good faith to be in the best interests of the Company.

Meetings of Shareholders

Under the Articles, the Company may, but is not obligated to, hold an annual general meeting each year. The Board or the chair, if in office, may call an annual general meeting or an extraordinary general meeting upon

[Table of Contents](#)

not less than seven days' notice unless such notice is waived in accordance with the 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 the Company shareholders, a majority of the voting power of the Company 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 Company Members' Requisition (as defined below)) properly requested in connection with a Company Members' Requisition may be considered or acted upon at a meeting of the Company shareholders.

Each general meeting, other than an annual general meeting, shall be an extraordinary general meeting. Under the Articles, shareholders have the right to call extraordinary general meetings of shareholders (a "Company Members' Requisition"). To properly call an extraordinary general meeting pursuant to a Company Members Requisition, (a) the request of shareholders representing not less than 30% of the voting power represented by all issued and outstanding shares of the Company in respect of the matter for which such meeting is requested must be deposited at the registered office of the Company and (b) the requisitioning shareholders must comply with certain information requirements specified in the 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 Board must be exercised in compliance with the requirements of the Articles. Among other things, notice of such other business or nomination must be received at the registered office of the Company 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 the Company, assets available for distribution among the holders of Class A Ordinary Shares shall be distributed among the holders of Class A Ordinary Shares on a pro rata basis.

Inspection of Books and Records

A member of the Company is entitled, on giving written notice to the Company, to inspect (a) the memorandum and articles of association of the Company; (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 Articles, the directors may, if they are satisfied that it would be contrary to the interests of the Company 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 Articles provide that preference shares may be issued from time to time in one or more series. The Board is authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating,

[Table of Contents](#)

optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series by an amendment to the Articles to be approved by the Board. The Board is 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 Class A Ordinary Shares and could have anti-takeover effects. The ability of the Board 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. The Company has no preference shares issued and outstanding at the date of this prospectus. Any amendment to the Articles by the Board in order to assign rights to any preference shares and the issuance of such preference shares would be subject to applicable directors' duties.

Anti-Takeover Provisions

Some provisions of the Articles may discourage, delay or prevent a change of control of the Company or management that members may consider favorable, including, among other things:

- a classified board of directors with staggered, three-year terms;
- the ability of the 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 Board so long as he remains Chief Executive Officer of the Company and to serve as a director so long as he beneficially owns at least 1% of the outstanding shares of the Company;
- until the completion of the Company's third annual meeting of shareholders following the consummation of the Business Combination, commitments by major shareholders to vote in favor of the appointment of the Company designees to the Board at any shareholder meeting (and, thereafter, to vote in favor of the appointment of Mostafa Kandil or his designee to the Board, subject to specified conditions);
- the limitation of liability of, and the indemnification of and advancement of expenses to, members of the Board;
- advance notice procedures with which shareholders must comply to nominate candidates to the 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 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 the Company;
- 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 Board to fill vacancies created by the expansion of the Board or the resignation, death or removal of a director; and
- that the Articles may be amended only by the Board or by the affirmative vote of holders of a majority of not less than 75% of the voting power of all of the then-outstanding shares of the Company.

However, under British Virgin Islands law, the directors of the Company may only exercise the rights and powers granted to them under the Articles for a proper purpose and for what they believe in good faith to be in the best interests of the Company.

Warrants

Each Warrant represents the right to purchase one Class A Ordinary Share at a price of \$11.50 per share in cash. The Warrants will become exercisable on and after April 30, 2022 and will expire upon the earlier of

[Table of Contents](#)

(a) March 31, 2027, which is the date that is five years after the consummation of the Business Combination and (b) a liquidation of the Company. Pursuant to the Warrant Agreement, a holder of a Warrant may exercise its Warrants for a whole number of Class A Ordinary Shares. This means that only a whole Warrant may be exercised at any given time by a holder of a Warrant. If, upon exercise, a holder would be entitled to receive a fractional interest in Class A Ordinary Shares, the Company will round down to the nearest whole number of shares to be issued to the holder of the Warrant such that no fractional Warrants will be issued upon separation of the units and only whole Warrants will trade.

The exercise price of the Warrants, and the number of Class A Ordinary Shares issuable upon exercise thereof, is subject to adjustment under certain circumstances, including if the Company (a) pays any dividend in Class A Ordinary Shares, (b) subdivides the outstanding Class A Ordinary Shares or (c) pays an extraordinary dividend in cash.

The Company is generally not obligated to deliver any Class A Ordinary Shares pursuant to the exercise of a Warrant and generally has no obligation to settle such Warrant exercise unless a registration statement under the Securities Act with respect to the Class A Ordinary Shares underlying the Warrants is then effective and a prospectus relating thereto is current. No Warrant will be exercisable and the Company will not be obligated to issue Class A Ordinary Shares upon exercise of a Warrant unless the Class A Ordinary Shares issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant will not be entitled to exercise such Warrant and such Warrant may have no value and expire without value to the holder. In no event will we be required to net cash settle any Public Warrant.

A holder of a Warrant may notify the Company in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (or such other amount as a holder may specify) of the Class A Ordinary Shares outstanding immediately after giving effect to such exercise.

Redemption of Public Warrants for cash when the price per Class A Ordinary Share equals or exceeds \$18.00

Once the Public Warrants are exercisable, the Company has the right to redeem not less than all of the Public Warrants at any time prior to their expiration, at a redemption price of \$0.01 per Public Warrant, if (i) the last reported sales price of our Class A Ordinary Shares is at least \$18.00 per share on each of twenty trading days within the thirty trading-day period ending on the third trading day prior to the date on which notice of the redemption is given and (ii) an effective registration statement covering the Class A Ordinary Shares issuable upon exercise of the Public Warrants, and a current prospectus relating thereto, is available throughout the 30-day redemption period or the Company has elected to require the exercise of the Public Warrants on a "cashless basis".

If and when the Public Warrants become redeemable by the Company, the Company may exercise its redemption right even if the Company is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

Redemption of Public Warrants for cash when the price per Class A Ordinary Share equals or exceeds \$10.00

Once the Public Warrants are exercisable, the Company has the right to redeem not less than all of the Public Warrants at any time prior to their expiration, at a redemption price of \$0.10 per Public Warrant upon a minimum of twenty days' prior written notice of redemption; provided that during the 30-day period following the notice of redemption, holders of the Public Warrants will be able to exercise their Public Warrants on a "cashless basis" prior to redemption and receive a number of Class A Ordinary Shares determined by reference to

[Table of Contents](#)

the table below, based on the redemption date and the “fair market value” (as defined in the Warrant Agreement) of our Class A Ordinary Shares, except as otherwise described below, if the last reported sales price of Class A Ordinary Shares is at least \$10.00 per share on the trading day prior to the date on which the Company sends the notice of redemption to the holders of Public Warrants.

Beginning on the date the notice of redemption is given until the Public Warrants are redeemed or exercised, holders may elect to exercise their Public Warrants on a “cashless basis.” The numbers in the table below represent the number of Class A Ordinary Shares that a holder of a Public Warrant will receive upon a cashless exercise in connection with a redemption by the Company pursuant to this redemption feature, based on the “fair market value” of our Class A Ordinary Shares on the corresponding redemption date (assuming holders elect to exercise their Public Warrants and such Public Warrants are not redeemed for \$0.10 per Public Warrant), and the number of months that the corresponding redemption date precedes the expiration date of the Public Warrants, each as set forth in the table below.

Redemption Date (period to expiration of warrants)	Fair Market Value of Class A Ordinary Shares								
	≤\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	≥\$18.00
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.318	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361
48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	—	—	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The “fair market value” of our Class A Ordinary Shares shall mean the average last reported sale price of our Class A Ordinary Shares for the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of Public Warrants. The Company will provide its holders of Public Warrants with the final fair market value no later than one business day after the 10 trading day period described above ends.

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of Class A Ordinary Shares to be issued for each Public Warrant exercised will be determined by a straightline interpolation between the number of shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365-day year. For example, if the average last reported sale price of our Class A Ordinary Shares for the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the Public Warrants is \$11.00 per share, and at such time there are 57 months until the expiration of the Public Warrants, holders of Public Warrants may

[Table of Contents](#)

choose to, in connection with this redemption feature, exercise their Public Warrants for 0.277 Class A Ordinary Shares for each whole Public Warrant. For an example where the exact fair market value and redemption date are not as set forth in the table above, if the average last reported sale price of our Class A Ordinary Shares for the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the Public Warrants is \$13.50 per share, and at such time there are 38 months until the expiration of the Public Warrants, holders of Public Warrants may choose to, in connection with this redemption feature, redeem their Public Warrants at a “redemption price” of 0.298 Class A Ordinary Shares for each whole Public Warrant. In no event will the Public Warrants be exercisable on a “cashless basis” in connection with this redemption feature for more than 0.361 Class A Ordinary Shares per whole Public Warrant (subject to adjustment). Finally, as reflected in the table above, if the Public Warrants are “out of the money” (i.e., the last reported trading price of Class A Ordinary Shares is below the exercise price of the Public Warrants) and about to expire, they cannot be exercised on a “cashless basis” in connection with a redemption by the Company pursuant to this redemption feature, since they will not be exercisable for any Class A Ordinary Shares.

Redemption Procedures

If the Company exercises its right to redeem the Public Warrants, notice of such redemption shall be mailed by first class mail, postage prepaid, by the Company to registered holders of the Public Warrants to be redeemed at their last addresses as they shall appear on the registration books.

Anti-Dilution Adjustments

The share prices set forth in the column headings of the table above shall be adjusted as of any date on which the number of shares issuable upon exercise of a Public Warrant is adjusted pursuant to the Warrant Agreement. The adjusted share prices in the column headings shall equal the share prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of shares deliverable upon exercise of a Public Warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a Public Warrant as so adjusted. The number of shares in the table above shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Public Warrant.

In case of certain reclassifications or reorganizations of the outstanding Class A Ordinary Shares, or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the Company’s outstanding Class A Ordinary Shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of Class A Ordinary Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised their Warrants immediately prior to such event. If less than 70% of the consideration receivable by the holders of Class A Ordinary Shares in such a transaction is payable in the form of ordinary shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the Warrant properly exercises the Warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the Warrant Agreement based on the Black-Scholes value (as defined in the Warrant Agreement) of the Warrant.

Private Placement Warrants

The Private Placement Warrants (including the Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants) are not transferable, assignable or salable until April 30, 2022, which is 30 days after the completion of the Business Combination (except, among other limited exceptions, to the Sponsor's officers and directors and other persons or entities affiliated with the Sponsor), and they will not be redeemable by the Company so long as they are held by the Sponsor or its permitted transferees. The Sponsor, or its permitted transferees, has the option to exercise the Private Placement Warrants on a cashless basis. Except as described below, the Private Placement Warrants have terms and provisions that are identical to those of the Public Warrants, including as to exercise price, exercisability and exercise period. If the Private Placement Warrants are held by holders other than the Sponsor or its Permitted Transferees (as defined in the Warrant Agreement), the Private Placement Warrants will be redeemable by the Company in all redemption scenarios and exercisable by the holders on the same basis as the Warrants. Private Placement Warrants that are transferred to persons other than Permitted Transferees shall upon such transfer cease to be Private Placement Warrants, and shall become Public Warrants under the Warrant Agreement.

If holders of the Private Placement Warrants elect to exercise them on a cashless basis, they would pay the exercise price by surrendering his, her or its Private Placement Warrants in exchange for a number of Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of (A) the number of Class A Ordinary Shares underlying the Private Placement Warrants and (B) the excess of the fair market value over the exercise price of the Private Placement Warrants by (y) the fair market value. The "fair market value" shall mean the average last reported sale price of the Class A Ordinary Shares as reported for the 10 trading days ending on the third trading day prior to the date on which the notice of warrant exercise is sent to the warrant agent.

CLASS A ORDINARY SHARES ELIGIBLE FOR FUTURE SALE

We had 118,883,073 Class A Ordinary Shares issued and outstanding as of May 23, 2022, and 17,433,333 Class A Ordinary Shares issuable upon the exercise of the Warrants. The Class A Ordinary Shares issued to the SPAC shareholders and Legacy Swvl securityholders in connection with the Business Combination are freely transferable without further registration under the Securities Act unless held by the Sponsor, affiliates of the SPAC, Legacy Swvl or the Company, or by any person who was an affiliate of a party to the Business Combination at the time such transaction was submitted for vote or consent and who acquired such securities in connection with such transaction. Sales of substantial amounts of the Class A Ordinary Shares in the public market could adversely affect prevailing market prices of the Class A Ordinary Shares.

Lock-up Agreements

Certain shareholders and directors and/or officers of Swvl, including its principal shareholders and key executives, and Sponsor (collectively, the “Lock-Up Holders”) are subject to lock-up restrictions pursuant to certain lock-up agreements that were entered into concurrently with the execution and delivery of the Business Combination Agreement. Under these lock-up agreements, the Lock-Up Holders have agreed not to (a) transfer, assign or sell any Class A Ordinary Shares, (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 Class A Ordinary Shares, 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 September 30, 2022 or March 31, 2023 (depending on the applicable Lock-Up Holder’s beneficial ownership of our Class A Ordinary Shares), (y) the first date on which the last sale price of our 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-day trading period commencing at least 150 days after March 31, 2022 and (z) a liquidation, merger, share exchange or other similar transaction which results in all of the Company’s shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property.

Registration Rights

Pursuant to the PIPE Subscription Agreements, Swvl must file a registration statement (the “PIPE Registration Statement”) registering up to 326,500,000 Class A Ordinary Shares held by the PIPE Investors by April 30, 2022. We are registering the offer and sale of these securities hereby to satisfy these registration rights.

Concurrently with the execution and delivery of the Business Combination Agreement, Legacy Swvl, SPAC, the Company, the Sponsor and certain securityholders of Legacy Swvl entered into a registration rights agreement. Pursuant to the registration rights agreement, the Company is required to (a) within 20 business days after the consummation of the Business Combination, file with the SEC a registration statement registering the resale of certain securities of the Company held by such persons and (b) use its reasonable best efforts to cause the such registration statement to become effective as soon as reasonably practicable after the filing thereof. Under the registration rights agreement, such securityholders 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. Such securityholders are also entitled to customary piggyback registration rights. We are registering the offer and sale of these securities hereby to satisfy these registration rights.

Rule 144

Pursuant to Rule 144 under the Securities Act (“Rule 144”), a person who has beneficially owned restricted Class A Ordinary Shares or Warrants for at least six months would be entitled to sell their securities; provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) Swvl is subject to the Exchange Act periodic reporting requirements for at least

[Table of Contents](#)

three months before the sale and have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as it was required to file reports) preceding the sale.

Persons who have beneficially owned restricted Class A Ordinary Shares or Warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- one percent (1%) of the total number of Class A Ordinary Shares then issued and outstanding; or
- the average weekly reported trading volume of the Class A Ordinary Shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about Swvl.

Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials); and
- at least one year has elapsed from the time that the issuer filed Form 20-F type information with the SEC, which we filed on March 31, 2022, reflecting its status as an entity that is not a shell company.

Rule 701

In general, under Rule 701 of the Securities Act as currently in effect, to the extent we adhere to the requirements of Rule 701 in issuing such securities, each of our employees, consultants or advisors who purchases equity shares from us in connection with a compensatory stock plan or other written agreement executed prior to the consummation of the Business Combination is eligible to resell those equity shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Earnout

Pursuant to the Business Combination Agreement, during the time period beginning on March 31, 2022 and ending on March 31, 2027 (the “Earnout Period”), and as additional consideration for the interests in Legacy Swvl acquired in connection with the Business Combination, the Company is obligated to issue to certain holders of our securities additional Class A Ordinary Shares as earnout consideration on:

- (i) the date on which the daily volume-weighted average sale price of one Class A Ordinary Share quoted on Nasdaq (or the exchange on which Class A Ordinary Shares 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 I”);

Table of Contents

- (ii) the date on which the daily volume-weighted average sale price of one Class A Ordinary Share quoted on Nasdaq (or the exchange on which Class A Ordinary Shares 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 II”); and
- (iii) the date on which the daily volume-weighted average sale price of one Class A Ordinary Share quoted on Nasdaq (or the exchange on which Class A Ordinary Shares 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 Event III” and, together with Earnout Triggering Event I and Earnout Triggering Event II, the “Earnout Triggering Events”).

Within five business days after the occurrence of an Earnout Triggering Event, the Company will issue or cause to be issued to, with respect to an Earnout Triggering Event or a change of control (as defined in the Business Combination Agreement), a holder, as of immediately prior to the Company Merger Effective Time, of (a) a Legacy Swvl share or (b) a Legacy Swvl option (each, “Eligible Legacy Swvl Equityholders”), but not including a holder of a Legacy Swvl option to the extent the Exchanged Option relating to such Legacy Swvl option was forfeited prior to the applicable Earnout Triggering Event or change of control and excluding Eligible Legacy Swvl Equityholders in their capacity as holders of Legacy Swvl options who shall instead be eligible to receive Earnout RSU Shares), with respect to such Earnout Triggering Event, the following number of Class A Ordinary Shares (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 Class A Ordinary Shares occurring 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 Legacy Swvl Equityholders (excluding Eligible Legacy Swvl Equityholders in their capacity as holders of Legacy 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 the Company or its shareholders have the right to receive consideration implying a value per Class A Ordinary Share (as determined in good faith by the Board) 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, the Company will issue 5,000,000 Class A Ordinary Shares (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 Legacy

Table of Contents

- Swvl Equityholders with respect to the change of control and (b) no further Earnout Shares or Earn out 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, the Company will issue 10,000,000 Class A Ordinary Shares (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, the Company will issue 15,000,000 Class A Ordinary Shares (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 Class A Ordinary Share 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 Class A Ordinary Shares occurring prior to the change of control.

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 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 Legacy Swvl 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.

TAXATION

Material BVI Tax Considerations with Respect to Ownership of Securities

The following is a discussion on certain British Virgin Islands income tax considerations with respect to the ownership of Company 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 the ownership and disposition of Class A Ordinary Shares and Warrants. For purposes of this discussion, a "Holder" is a beneficial owner Class A Ordinary Shares or Warrants. This discussion applies only to Class A Ordinary Shares and Warrants, 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. The Company 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.

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;

[Table of Contents](#)

- “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 Class A Ordinary Shares or Warrants under the constructive sale provisions of the Code;
- persons that acquired Class A Ordinary Shares or Warrants through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan;
- persons that hold Class A Ordinary Shares or Warrants 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 the Company;
- holders of Private Warrants;
- the Company’s 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 Class A Ordinary Shares or Warrants, 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 Class A Ordinary Shares or Warrants 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;

[Table of Contents](#)

- 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.

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. In general, the Company 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 (a) 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 (b) 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%.

Because PFIC status is based on income, assets and activities for the entire taxable year and because revenue production of the Company is uncertain, it is not possible to determine PFIC status for any taxable year until after the close of the taxable year. There can be no assurance that the Company will not meet the PFIC income or asset test for the current taxable year or any future taxable year. If the Company is a PFIC for any taxable year in which a U.S. Holder held Class A Ordinary Shares or Warrants, the Company will be treated as a PFIC for subsequent years even if the Company would not be classified as a PFIC in those years.

If the Company were treated as a PFIC for any taxable year during which a U.S. Holder held Class A Ordinary Shares or Warrants, a U.S. Holder would be subject to significant adverse tax consequences, including interest charges and additional taxes, on certain excess distributions, sales, exchanges, or other dispositions of Class A Ordinary Shares and certain transactions involving subsidiaries of the Company that are themselves PFICs. A U.S. Holder may mitigate certain, but not all, of these adverse consequences by timely making certain elections with respect to its Class A Ordinary Shares. In this regard, there can be no assurances that the Company will provide U.S. Holders the information required to make certain of these elections. In addition, certain information reporting requirements apply with respect to the ownership of Class A Ordinary Shares. It is unclear how various aspects of the PFIC rules apply to the Warrants, and U.S. Holders are strongly urged to consult with their own tax advisors regarding the application of such rules to their Warrants in their particular circumstances.

The remainder of this discussion assumes Company has not and will not be classified as PFIC.

THE PFIC RULES 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.

Tax Characterization of Distributions with Respect to Class A Ordinary Shares

If the Company pays distributions of cash or other property to U.S. Holders of shares of Class A Ordinary Shares, such distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid from the Company’s 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. The Company does not expect to determine earnings and profits in accordance with United States federal income

tax principles. Therefore, U.S. Holders should expect that any distribution by the Company will generally be treated as a dividend.

Possible Constructive Distributions with Respect to Warrants

The terms of the Warrants provide for an adjustment to the number of Class A Ordinary Shares for which Warrants may be exercised or to the exercise price of the Warrants in certain events. An adjustment which has the effect of preventing dilution generally is not taxable. U.S. Holders of the Warrants would, however, be treated as receiving a constructive distribution from the Company if, for example, the adjustment increases the warrant holders' proportionate interest in the Company's assets or earnings and profits (e.g., through an increase in the number of Class A Ordinary Shares that would be obtained upon exercise or through a decrease in the exercise price of the Warrants) as a result of a distribution of cash or other property to the U.S. Holders of shares of Class A Ordinary Shares. Any such constructive distribution would be treated in the same manner as if U.S. Holders of Warrants received a cash distribution from the Company 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 Class A Ordinary Shares described herein. Please see the section entitled "Tax Characterization of Distributions with Respect to Class A Ordinary Shares" above. For certain information reporting purposes, the Company is required to determine the date and amount of any such constructive distributions. Proposed Treasury Regulations, which the Company 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 the Company 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 the Company 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) Class A Ordinary Shares are readily tradable on an established securities market in the United States, and (ii) a certain holding period and other requirements are met. 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.

Gain or Loss on Sale or Other Taxable Exchange or Disposition of Class A Ordinary Shares and Warrants

Upon a sale or other taxable disposition of Class A Ordinary Shares or Warrants (which, in general, would include a redemption of Class A Ordinary Shares or Warrants that is treated as a sale of such securities), 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 Class A Ordinary Shares or Warrants. 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 Class A Ordinary Shares or Warrants, as applicable, so disposed of exceeds one year. 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 Warrant

A U.S. Holder generally will not recognize gain or loss on the acquisition of Class A Ordinary Shares upon the exercise of a Warrant for cash. The U.S. Holder's tax basis in its Class A Ordinary Shares received upon exercise of a Warrant generally will be an amount equal to the sum of the U.S. Holder's tax basis in the Warrant and the exercise price of such Warrant. It is unclear whether a U.S. Holder's holding period for the Class A Ordinary Shares received upon exercise of the Warrant will commence on the date of exercise of the 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 Warrant.

Cashless Exercise of a Warrant

The tax characterization of a cashless exercise of a 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.

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 Warrants for Class A Ordinary Shares. A U.S. Holder’s basis in the shares of Class A Ordinary Shares received would generally equal the U.S. Holder’s aggregate basis in the exchanged Warrants.

If the cashless exercise were not a realization event, it is unclear whether a U.S. Holder’s holding period in the Class A Ordinary Shares would be treated as commencing on the date of exchange of the Warrants or on the immediately following date, but the holding period would not include the period during which the U.S. Holder held the 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 Class A Ordinary Shares 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 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 Warrants having an aggregate value equal to the exercise price of the remaining Warrants deemed exercised. 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 Class A Ordinary Shares and Warrants” above), and the U.S. Holder’s tax basis in its Class A Ordinary Shares received would generally equal the sum of the U.S. Holder’s tax basis in the remaining Warrants deemed exercised and the exercise price of such warrants. It is unclear whether a U.S. Holder’s holding period for the Class A Ordinary Shares would commence on the date of exercise of the Warrants or on the date following the date of exercise of the Warrants, but the holding period would not include the period during which the U.S. Holder held the Warrants.

Redemption or Repurchase of Warrants for Cash

If the Company redeems the Warrants for cash as permitted under the terms of the Warrant Agreement or if the Company repurchases 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 Class A Ordinary Shares and Warrants” above.

Expiration of a Warrant

If a 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 Warrant. The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

Dividends paid to U.S. Holders with respect to Class A Ordinary Shares and proceeds from the sale, exchange, or redemption of Class A Ordinary Shares or Warrants 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 the Company 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 Class A Ordinary Shares and Warrants.

THE FOREGOING DISCUSSION IS NOT A COMPREHENSIVE DISCUSSION OF ALL OF THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CLASS A ORDINARY SHARES AND WARRANTS. SUCH HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS TO DETERMINE THE SPECIFIC TAX CONSEQUENCES TO THEM OF OWNING CLASS A ORDINARY SHARES AND WARRANTS, 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.

PLAN OF DISTRIBUTION

We are registering the resale by the Selling Securityholders named in this prospectus, or their donees, pledgees, transferees or their successors that may be identified in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part, of: (i) 87,379,534 Class A ordinary shares, par value \$0.0001 per share, of the Company, including up to 9,010,567 Earnout Shares; and (ii) 5,933,333 Private Placement Warrants.

In addition, we are also issuing up to (a) 11,500,000 Class A Ordinary Shares issuable upon exercise of the Public Warrants, which warrants were previously registered, and (b) 5,933,333 Class A Ordinary Shares issuable upon exercise of the Private Placement Warrants.

We will not receive any proceeds from any sale by the Selling Securityholders of the Class A Ordinary Shares or the Private Placement Warrants being registered hereunder. We will bear all costs, expenses and fees in connection with the registration of the securities offered by this prospectus, whereas the Selling Securityholders will bear all incremental selling expenses, including commissions, brokerage fees and other similar selling expenses.

The Selling Securityholders may offer and sell, from time to time, some or all of the securities covered by this prospectus. As used herein, "Selling Securityholders" means the persons listed in the tables in the section "Selling Securityholders", and the donees, pledgees, transferees or other successors-in-interest (as a gift, pledge, partnership distribution or other non-sale related transfer) selling securities received after the date of this prospectus from the Selling Stockholders that may be identified in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part. We have registered the securities covered by this prospectus for offer and sale so that those securities may be freely sold to the public by the Selling Securityholders. Registration of the securities covered by this prospectus does not mean, however, that those securities necessarily will be offered or resold by the Selling Securityholders.

Sales of the securities offered hereby may be effected by the Selling Securityholders from time to time in one or more types of transactions (which may include block transactions) on Nasdaq at prevailing market prices, in negotiated transactions, through put or call options transactions relating to the securities offered hereby, through short sales of the securities offered hereby, or a combination of such methods of sale. Such transactions may or may not involve brokers or dealers. In effecting sales, brokers or dealers engaged by the Selling Securityholder may arrange for other brokers or dealers to participate. Broker-dealer transactions may include purchases of the securities by a broker-dealer as principal and resales of the securities by the broker-dealer for its account pursuant to this prospectus, ordinary brokerage transactions or transactions in which the broker-dealer solicits purchasers. Such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Securityholders and/or the purchasers of the securities offered hereby for whom such broker-dealers may act as agents or to whom they sell as principal, or both (which compensation as to a particular broker-dealer might be in excess of customary commissions). Any broker-dealers participating in the distribution of the securities covered by this prospectus may be deemed to be "underwriters" within the meaning of the Securities Act, and any commissions received by any of those broker-dealers may be deemed to be underwriting commissions under the Securities Act. The Selling Securityholders have advised us that they have not entered into any agreements, understandings or arrangements with any broker-dealers regarding the sale of the securities covered by this prospectus.

Pursuant to Rule 145 of the Securities Act, public sales of the securities offered hereby by any party to the transactions contemplated by the Business Combination Agreement, other than the Company, or by any person who is an affiliate of a party to such transactions at the time such transactions were submitted for vote or consent, and who acquired such securities in connection with such transactions, will be deemed to have been made pursuant to a distribution and therefore made by an "underwriter" within the meaning of the Securities Act.

[Table of Contents](#)

There can be no assurance that the Selling Securityholders will sell all or any of the securities offered by this prospectus. In addition, the Selling Securityholders may also sell securities under Rule 144 under the Securities Act, if available, or in other transactions exempt from registration, rather than under this prospectus. Rule 144 is not available for the resale of securities initially issued by shell companies or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met: (i) the issuer of the securities that was formerly a shell company has ceased to be a shell company; (ii) the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act; (iii) the issuer of the securities has filed all Exchange Act reports and materials required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than current reports; and (iv) at least one year has elapsed from the time that the issuer filed current Form 20-F type information with the SEC reflecting its status as an entity that is not a shell company (which we filed on March 31, 2022).

The Selling Securityholders have the sole and absolute discretion not to accept any purchase offer or make any sale of securities if they deem the purchase price to be unsatisfactory at any particular time.

A Selling Securityholder that is an entity may elect to make a pro rata in-kind distribution of securities to its members, partners or shareholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution.

The Selling Securityholders also may transfer the securities in other circumstances, in which case the donees, pledgees, transferees or successors that may be identified in a supplement to this prospectus or, if required, a post-effective amendment to the registration statement of which this prospectus is a part, will be the selling beneficial owners for purposes of this prospectus. Upon being notified by a Selling Securityholder that such a donee, pledgee, transferee or successor intends to sell our securities, we will, to the extent required, promptly file a supplement to this prospectus or a post-effective amendment to the registration statement of which this prospectus is a part to name specifically such person as a Selling Securityholder.

Upon our being notified by any Selling Securityholder that any material arrangement has been entered into with a broker-dealer for the sale of securities offered hereby through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing:

- the name of the participating broker-dealer(s);
- the specific securities involved;
- the initial price at which such securities are to be sold;
- the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable; and
- other facts material to the transaction.

The Selling Securityholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of the securities offered hereby or of securities convertible into or exchangeable for such securities in the course of hedging positions they assume with the Selling Securityholders. The Selling Securityholders may also enter into options or other transactions with broker-dealers or other financial institutions which require the delivery to such broker-dealers or other financial institutions of the securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as amended or supplemented to reflect such transaction).

To the extent required, we will use our best efforts to file one or more supplements to this prospectus to describe any material information with respect to the plan of distribution not previously disclosed in this prospectus or any material change to such information.

[Table of Contents](#)

In compliance with the guidelines of the FINRA, the aggregate maximum discount, commission, fees or other items constituting underwriting compensation to be received by any FINRA member or independent broker-dealer will not exceed 8% of the gross proceeds of any offering pursuant to this prospectus and any applicable prospectus supplement.

We have agreed to indemnify the Selling Securityholders against certain liabilities, including liabilities under the Securities Act. The Selling Securityholders have agreed to indemnify us in certain circumstances against certain liabilities, including certain liabilities under the Securities Act. The Selling Securityholders may indemnify any broker or underwriter that participates in transactions involving the sale of the securities against certain liabilities, including liabilities arising under the Securities Act.

The Lock-Up Holders are subject to lock-up restrictions pursuant to certain lock-up agreements that were entered into concurrently with the execution and delivery of the Business Combination Agreement. Under these lock-up agreements, the Lock-Up Holders have agreed not to (a) transfer, assign or sell any Class A Ordinary Shares, (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 Class A Ordinary Shares, 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 September 30, 2022 or March 31, 2023 (depending on the applicable Lock-Up Holder's beneficial ownership of our Class A Ordinary Shares), (y) the first date on which the last sale price of our 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-day trading period commencing at least 150 days after March 31, 2022 and (z) a liquidation, merger, share exchange or other similar transaction which results in all of the Company's shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property.

A holder of Warrants may exercise its Warrants in accordance with the Warrant Agreement on or before the expiration date set forth therein by surrendering, at the office of the Warrant Agent, Continental Stock Transfer & Trust Company, the certificate evidencing such Warrant, with the form of election to purchase set forth thereon, properly completed and duly executed, accompanied by full payment of the exercise price and any and all applicable taxes due in connection with the exercise of the Warrant, subject to any applicable provisions relating to cashless exercises in accordance with the Warrant Agreement.

EXPENSES RELATED TO THE OFFERING

We estimate the following expenses in connection with the offer and sale of our Class A Ordinary Shares and Warrants by the Selling Securityholders. With the exception of the SEC Registration Fee, all amounts are estimates.

SEC registration fee	\$ 55,845
FINRA filing fee	*
Legal fees and expenses	125,000†
Accountants' fees and expenses	100,000†
Printing expenses	60,000†
Transfer agent fees and expenses	*
Miscellaneous costs	*
Total	<u>\$ 340,845</u>

* These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be defined at this time.

† Estimated solely for purposes of this section. Actual expenses may vary.

We will bear all costs, expenses and fees in connection with the registration of the securities offered by this prospectus, whereas the Selling Securityholders will bear all incremental selling expenses, including commissions, brokerage fees and other similar selling expenses.

LEGAL MATTERS

The validity of Class A Ordinary Shares shall be passed on by Maples & Calder, as our counsel with respect to certain legal matters as to BVI law. The validity of the Private Placement Warrants shall be passed on by Cravath, Swaine & Moore LLP, as our counsel with respect to certain legal matters as to United States federal securities and New York State law.

EXPERTS

The consolidated financial statements of Swvl Inc. and its subsidiaries included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Grant Thornton Audit and Accounting Limited (Dubai Branch), independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The financial statements of SPAC as of December 31, 2021 and 2020, and for the year ended December 31, 2021 and the period from December 9, 2020 (inception) through December 31, 2020, appearing in this prospectus on Form F-1 have been audited by WithumSmith+Brown, PC, an independent registered public accounting firm, as stated in their report thereon and included in this prospectus, in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES UNDER U.S. SECURITIES LAWS

Swvl 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 Swvl's 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 Swvl 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 Swvl 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 Swvl 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 Swvl or such persons predicated upon the securities laws of the U.S. or any state.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We are subject to certain of the informational filing requirements of the Exchange Act. As a foreign private issuer, we are not subject to all of the disclosure requirements applicable to public companies organized within the United States. For example, we are exempt from certain rules under the Exchange Act that regulate disclosure obligations and procedural requirements related to the solicitation of proxies, consents or authorizations applicable to a security registered under the Exchange Act, including the U.S. proxy rules under Section 14 of the Exchange Act. In addition, our officers and directors are exempt from the reporting and “short-swing” profit recovery provisions of Section 16 of the Exchange Act and related rules with respect to their purchases and sales of our securities. Moreover, while we expect to submit quarterly interim consolidated financial data to the SEC under cover of the SEC’s Form 6-K, we are not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. public companies and are not be required to file quarterly reports on Form 10-Q or current reports on Form 8-K under the Exchange Act.

The SEC maintains a website at <http://www.sec.gov> that contains reports and other information that we file with or furnish electronically with the SEC.

[Table of Contents](#)

INDEX TO FINANCIAL STATEMENTS

SWVL INC. FINANCIAL STATEMENTS

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Statement of Financial Position as of December 31, 2020 and 2021	F-3
Consolidated Statement of Comprehensive Income/(Loss) for the Years Ended December 31, 2019, 2020 and 2021	F-4
Consolidated Statement of Changes in Equity for the Years Ended December 31, 2019, 2020 and 2021	F-5
Consolidated Statement of Cash Flows for the Years Ended December 31, 2019, 2020 and 2021	F-6
Notes to Consolidated Financial Statements	F-7

SPAC FINANCIAL STATEMENTS

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	F-56
Balance Sheet as of December 31, 2021 and 2020	F-57
Statement of Operations for the Year Ended December 31, 2021 and for the period from December 9, 2020 (inception) through December 31, 2020	F-58
Statement of Changes in Shareholders' Equity for the Year Ended December 31, 2021 and for the period from December 9, 2020 (inception) through December 31, 2020	F-59
Statement of Cash Flows for the Year Ended December 31, 2021 and for the period from December 9, 2020 (inception) through December 31, 2020	F-60
Notes to Financial Statements	F-61

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Swvl, Inc.

Opinion on the consolidated 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, 2021 and 2020, the related consolidated statement of comprehensive income (loss), consolidated statement of changes in equity and the consolidated statement of cash flows for each of the three years in the period ended December 31, 2021, including 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, 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 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

April 15, 2022

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Consolidated statement of financial position

As at December 31

(in US Dollar)

	Note	2021	2020
ASSETS			
Non-current assets			
Property and equipment	5	648,704	509,789
Intangible assets	6	988,406	—
Goodwill	7	4,418,226	—
Lease right-of-use assets	19.1	4,059,896	863,645
Deferred tax assets	28.2	14,631,743	9,913,707
		<u>24,746,975</u>	<u>11,287,141</u>
Current assets			
Current financial assets	8	10,000,880	—
Deferred transaction cost	34.3	7,355,404	—
Trade and other receivables	9	6,603,240	2,860,116
Prepaid expenses and other current assets	10	1,102,989	224,670
Advances to shareholders	30	—	36,091
Cash and cash equivalents	11	9,529,723	10,348,732
		<u>34,592,236</u>	<u>13,469,609</u>
Total assets		<u><u>59,339,211</u></u>	<u><u>24,756,750</u></u>
EQUITY AND LIABILITIES			
EQUITY			
Share capital	12	88,881,717	88,881,717
Employee share scheme reserve	13	36,929,523	3,318,292
Foreign currency translation reserve	14	450,863	860,374
Accumulated deficit		(216,066,255)	(74,650,123)
(Deficit)/equity attributable to equity holders of the Parent Company		<u>(89,804,152)</u>	<u>18,410,260</u>
Non-controlling interests		66,378	—
(Deficit)/Total equity		<u>(89,737,774)</u>	<u>18,410,260</u>
LIABILITIES			
Non-current liabilities			
Provision for employees' end of service benefits		815,407	164,511
Interest-bearing loans	17	337,545	—
Lease liabilities	19.2	2,961,317	625,864
		<u>4,114,269</u>	<u>790,375</u>
Current liabilities			
Derivatives liabilities	15	44,330,400	—
Convertible notes	16	74,606,482	—
Accounts payable, accruals and other payables	18	23,606,454	3,938,603
Current tax liabilities		678,972	1,314,793
Loans from a related party	30	478,764	—
Interest-bearing loans	17	60,440	—
Lease liabilities	19.2	1,201,204	302,719
		<u>144,962,716</u>	<u>5,556,115</u>
Total liabilities		<u>149,076,985</u>	<u>6,346,490</u>
Total equity and liabilities		<u><u>59,339,211</u></u>	<u><u>24,756,750</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)**Swvl Inc. and its subsidiaries****Consolidated statement of comprehensive loss**

for the year ended 31 December

(in US Dollar)

	Note	2021	2020	2019
Revenue	20	38,345,253	17,312,286	12,351,546
Cost of sales	21	(48,923,203)	(26,413,704)	(33,783,534)
Gross loss		(10,577,950)	(9,101,418)	(21,431,988)
General and administrative expenses	22	(74,718,946)	(18,583,735)	(10,757,537)
Selling and marketing costs	23	(13,715,238)	(4,727,415)	(8,347,644)
Provision for expected credit losses	9	(1,327,104)	(728,856)	(325,708)
Other expenses, net	25	(177,067)	(245,428)	(61,300)
Operating loss		(100,516,305)	(33,386,852)	(40,924,177)
Finance income	26	182,176	589,750	356,861
Finance cost	27	(45,873,304)	(83,804)	(70,637)
Loss before tax		(146,207,433)	(32,880,906)	(40,637,953)
Income tax benefit	28.1	4,718,036	3,155,704	5,378,552
Loss for the year		(141,489,397)	(29,725,202)	(35,259,401)
Attributable to:				
Equity holders of the Parent Company		(141,416,132)	(29,725,202)	(35,259,401)
Non-controlling interests		(73,265)	—	—
		(141,489,397)	(29,725,202)	—
Loss per share attributable to equity holders of the Parent Company				
<i>Basic</i>	29	(2,504)	(538)	(809)
<i>Diluted</i>	29	(2,504)	(538)	(809)
Other comprehensive income				
<i>Items that may be reclassified subsequently to profit or loss:</i>				
Exchange differences on translation of foreign operations	14	(409,511)	(308,434)	1,154,625
Total comprehensive loss for the year		(141,898,908)	(30,033,636)	(34,104,776)

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Consolidated statement of changes in equity

(in US Dollar)

	Note	Share capital	Employee share scheme reserve	Foreign currency translation reserve	Accumulated deficit	Equity/ (net deficit) attributable to equity holders of the Parent Company	Non-controlling interests	Total equity/ (net deficit)
As at January 1, 2019		15,951,758	55,953	14,183	(9,665,520)	6,356,374	—	6,356,374
Loss for the year		—	—	—	(35,259,401)	(35,259,401)	—	(35,259,401)
Other comprehensive loss for the year		—	—	1,154,625	—	1,154,625	—	1,154,625
<i>Total comprehensive loss for the year</i>		—	—	1,154,625	(35,259,401)	(34,104,776)	—	(34,104,776)
Issuance of shares		47,052,387	—	—	—	47,052,387	—	47,052,387
Cancellation of shares		(500,000)	—	—	—	(500,000)	—	(500,000)
Employee share scheme reserve		—	433,344	—	—	433,344	—	433,344
As at December 31, 2019		62,504,145	489,297	1,168,808	(44,924,921)	19,237,329	—	19,237,329
Loss for the year		—	—	—	(29,725,202)	(29,725,202)	—	(29,725,202)
Other comprehensive loss for the year		—	—	(308,434)	—	(308,434)	—	(308,434)
<i>Total comprehensive loss for the year</i>		—	—	(308,434)	(29,725,202)	(30,033,636)	—	(30,033,636)
Issuance of shares	12	26,377,572	—	—	—	26,377,572	—	26,377,572
Employee share scheme reserve	13	—	2,828,995	—	—	2,828,995	—	2,828,995
As at December 31, 2020		88,881,717	3,318,292	860,374	(74,650,123)	18,410,260	—	18,410,260
Loss for the year		—	—	—	(141,416,132)	(141,416,132)	(73,265)	(141,489,397)
Other comprehensive loss for the year		—	—	(409,511)	—	(409,511)	—	(409,511)
<i>Total comprehensive loss for the year</i>		—	—	(409,511)	(141,416,132)	(141,825,643)	(73,265)	(141,898,908)
Acquisition of a subsidiary		—	—	—	—	—	139,643	139,643
Employee share scheme reserve	13	—	33,611,231	—	—	33,611,231	—	33,611,231
As at December 31, 2021		88,881,717	36,929,523	450,863	(216,066,255)	(89,804,152)	66,378	(89,737,774)

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Consolidated statement of cash flows

for the year ended 31 December

(in US Dollar)

	Note	2021	2020	2019
Loss for the year before tax		(146,207,433)	(32,880,906)	(40,637,953)
<i>Adjustments to reconcile profit before tax to net cash flows:</i>				
Depreciation of property and equipment	5	182,402	123,603	20,276
Depreciation of right-of-use assets	19.1	541,218	363,809	232,791
Amortization of intangible assets	6	15,963	—	—
Provision for expected credit losses	9	1,327,104	728,856	325,708
Provision for employees' end of service benefits		656,403	164,511	—
Finance cost	27	45,873,304	—	—
Employee share-based payments charges	13	33,611,231	2,828,995	433,344
		(63,999,808)	(28,671,132)	(39,625,834)
<i>Changes in working capital:</i>				
Trade and other receivables		(4,825,451)	(1,791,335)	(837,746)
Prepaid expenses and other current assets		(868,620)	(60,758)	(163,912)
Accounts payable, accruals and other payables		8,164,376	(257,751)	186,070
Current tax liabilities		(635,821)	271,219	454,702
Advances to shareholders		36,091	(36,091)	—
		(62,129,233)	(30,545,848)	(39,986,720)
Payment of employees' end of service benefits		(5,507)	—	—
Net cash flows used in operating activities		(62,134,740)	(30,545,848)	(39,986,720)
Cash flows from an investing activity				
Purchase of property and equipment	5	(319,471)	(212,985)	(388,632)
Purchase of financial assets		(10,000,880)	—	—
Payment for acquisition of subsidiary, net of cash acquired	7	(823,446)	—	—
Payment of software development costs	6	(2,222)	—	—
Net cash flows used in investing activities		(11,146,019)	(212,985)	(388,632)
Cash flows from financing activities				
Proceeds from issuance of preferred stocks	12	—	26,377,572	47,052,387
Cancellation of Shares		—	—	(500,000)
Proceeds from issuance of convertible notes		73,206,415	—	—
Finance cost paid		(2,653)	—	—
Finance lease liabilities paid, net of accretion		(482,389)	(335,694)	(195,968)
Net cash flows from financing activities		72,721,373	26,041,878	46,356,419
Net decrease in cash and cash equivalents		(559,386)	(4,716,955)	5,981,067
Cash and cash equivalents at the beginning of the year		10,348,732	15,332,928	8,516,854
Effects of exchange rate changes on cash and cash equivalents		(259,623)	(267,241)	835,007
Cash and cash equivalents at the end of the year	11	9,529,723	10,348,732	15,332,928

The accompanying notes 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 2021 and 2020

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 2021 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, Kenya, UAE, Jordan, Saudi, Malaysia and Spain, and that offer access to transportation options through the Group’s platform and mobile-based application. The Group also licenses its technology to transport operators to manage their service. The Group operates a technology platform that uses a widespread transportation network. 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)”.

Reverse recapitalization

On 28 July 2021, the Parent Company and Queen’s Gambit Growth Capital, a Cayman Islands exempted company with limited liability (“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.

On 31 March 2022, Swvl Holdings Corp (“Holdings”), formerly known as Pivotal Holdings Corp, a business company limited by shares incorporated under the laws of the British Virgin Islands, consummated the transactions contemplated by the Business Combination Agreement (the “Business Combination Agreement”), dated as of 28 July 2021, as amended, by and among Holdings, Queen’s Gambit Growth Capital, Swvl Inc. and other merger companies, pursuant to which Swvl became a wholly owned subsidiary of Holdings.

In connection with the consummated Business Combination Agreement, certain investors (“PIPE Investors”) purchased an aggregate of 12,188,711 Holdings Common Shares A for an aggregate purchase price of \$111.5 million, of which \$71.8 million were automatically exchanged to shares representing the Swvl exchangeable notes issued by Swvl Inc. to certain PIPE investors prior to the consummated Merger (“Pre-funded PIPE subscription”). During the year, certain PIPE investors have pre-funded to the Group of \$45.5 million (Note 16) of the aggregate PIPE subscription.

Pursuant to the Business Combination Agreement, the Business Combination will be accounted for as a reverse recapitalization in accordance with IFRS. Under this method of accounting, Queen’s Gambit Growth Company will be treated as the acquired company and Swvl Inc. will be treated as the acquirer for financial statement reporting purposes. Swvl Inc. has been determined to be the accounting acquirer based on evaluation of the facts and circumstances of business combination.

1.1 Consolidated subsidiaries

Subsidiaries are all entities over which the Group has control. The Group controls an entity when the Group is exposed, or has right to, variable returns from its involvement with the entity and has the ability to affect those

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

returns through its power over the entity. Subsidiaries are consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

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 a “beneficial ownership” of such non-controlling interests, except as indicated below.

<u>Company name</u>	<u>Country of incorporation</u>	<u>Legal ownership percentage as of December 31, 2021</u>	<u>Principal business activities</u>
Swvl for Smart Transport			
Applications and Services LLC	Egypt	99.80%	Providing a technology platform to enable passenger transportation
Swvl Pakistan (Private) Ltd.	Pakistan	99.99%	
Swvl NBO Limited	Kenya	100%	
Swvl Technologies Ltd.	Kenya	100%	
Swvl Technologies FZE (i)	UAE	100%	
Swvl Global FZE (i)	UAE	100%	Headquarters and management Activities
Smart Way Transportation LLC (ii)	Jordan	—	Providing a technology platform to enable passenger transportation
Swvl Saudi for Information Technology (iii)	Kingdom of Saudi Arabia	100%	
Swvl My For Information Technology SDN BHD (iv)	Malaysia	100%	
Shotl Transportation, S.L. (v)	Spain	55%	

- (i) The Parent Company’s subsidiaries Swvl Global FZE and Swvl Technologies FZE were previously legally owned by one of the Group’s shareholders during the year ended 31 December 2020, and the legal ownership of both subsidiaries have been transferred to the Parent Company during the year ended 31 December 2021.
- (ii) The Parent Company’s subsidiary Smart Way Transportation LLC (Jordan) was incorporated during the year ended 31 December 2021. The subsidiary is currently legally owned by member of the Group’s management and is in process of legal ownership transfer to the Group. The subsidiary has been consolidated at 31 December 2021 based on the beneficial ownership and effective control.
- (iii) The Parent Company’s subsidiary Swvl Saudi for Information Technology (Kingdom of Saudi Arabia) was incorporated during the year ended 31 December 2021. The subsidiary is 100% owned by the Parent Company.
- (iv) The Parent Company’s subsidiary Swvl My For Information Technology SDN BHD (Malaysia) was incorporated during the year ended 31 December 2021. The subsidiary is 100% owned by the Parent Company.
- (v) The Parent Company acquired 55% of the shares of Shotl Transportation, S.L., a company based in Spain (Note 7). The Parent Company consolidates this entity based on de facto control.

1.2 Subsequent acquisition

Subsequent to the year ended 31 December 2021, the Group acquired a controlling interest of 51% in Viapool Inc., a company incorporated under the laws of the State of Delaware, engaged in the development,

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

implementation and commercialization of new mobility and transport systems, including different services and connecting travellers with buses and private cars in Argentina (Note 34).

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 financial assets and share-based payments which are measured at fair value. Income and expenses have been accounted for using the accrual basis. The consolidated financial statements have been presented in US Dollars (“USD”, “\$”) which is the reporting currency of the Group.

The Group has prepared the consolidated financial statements on the basis that it will continue to operate as a going concern.

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.

2.2 Going concern

These consolidated financial statements have been prepared on a going concern basis, which assumes that the Group will be able to discharge its liabilities in the ordinary course of business. The Group had net losses of \$141.5 million for the year ended 31 December 2021 (\$29.7 million for the year ended 31 December 2020), accumulated losses of \$216.1 million as at 31 December 2021 (\$74.7 million as at 31 December 2020), and negative operating cash flows of \$62.1 million for the year ended 31 December 2021 (\$30.5 million for the year ended 31 December 2020).

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.

The Company has funded its operations primarily with proceeds from the issuance of Common A, B Shares and Class A through D-1 preferred shares for \$88.8 million, issuance of convertible notes for \$27.7 million and issuance of Swvl exchangeable notes for \$66.5 million. In March 31, 2022, the Company received cash proceeds of \$52.3 million and \$39.6 million from the reverse recapitalization transaction and sale of shares to certain PIPE investors, respectively.

Furthermore, the review of the strategic plan and budget, including expected developments in liquidity and capital from definitive agreements entered into (Notes 34), 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 2021 and 2020 (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 raised investment subsequent to the year end from the definitive agreements it has entered into (Note 34). 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 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*

The Group applied for the first time, certain standards and amendments, which are effective for annual periods beginning on or after 1 January 2021:

- Interest Rate Benchmark Reform – Phase 2: Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16. The impact of adopting this standard is not significant, since the Group is not exposed to interbank offered rate (IBOR) in any of its financial instruments.
- Covid-19-Related Rent Concessions beyond 30 June 2021: Amendments to IFRS 16. This standard amendment has no impact on the Group's financial statements, since the Group does not act as a lessor in any of its rent agreements.

(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 but are not yet effective for reporting periods beginning on or after 1 January 2021 and have not been early adopted by the Group. The Group intends to adopt the below standards, if applicable, when they become effective.

- IFRS 17 'Insurance Contracts' – effective for reporting periods beginning on or after 1 January 2023
- Amendments to IAS 1 'Presentation of financial statements' – on classification of liabilities – effective for annual reporting periods beginning on or after 1 January 2024
- Amendments to IFRS 3 'Business combinations', Reference to the Conceptual Framework – effective for annual reporting periods beginning on or after 1 January 2022
- Amendments to IAS 16 'Property, plant and equipment', Proceeds before Intended Use – effective for annual reporting periods beginning on or after 1 January 2022

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

- Amendments to IAS 37 'Provisions, contingent liabilities and contingent assets', Onerous Contracts, Costs of Fulfilling a Contract – effective for annual reporting periods beginning on or after 1 January 2022
- Improvements to IFRS 9 'Financial Instruments', Fees in the test for derecognition of financial liabilities – effective for annual reporting periods beginning on or after 1 January 2022
- Amendments to IAS 8 'Accounting Policies, Changes in Accounting Estimates and Errors', Definition of Accounting Estimates – effective for annual reporting periods beginning on or after 1 January 2023

2.5 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.

(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.

2.6 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, United Arab Emirates, Kingdom of Saudi Arabia, Jordan, Malaysia, and Spain are the Egyptian Pound, Kenyan Shilling, Pakistani Rupee, United Arab Emirates Dirham, Saudi Riyal, Jordanian Dinar, Malaysian Ringgit and Euro 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

(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.

2.7 Deferred transaction cost

The Group incurs various incremental qualifying transaction costs in anticipation of, issuance or acquiring its own equity instruments. Those costs include registration and other regulatory fees, underwriting costs and brokerage fees, amounts paid to lawyers, accountants, investments bankers and other professional advisors, fees and commissions paid to agents, brokers and dealers, printing costs and stamp duties.

The transaction costs of an equity transaction are accounted for as a deduction from equity, net of any related income tax benefit, to the extent they are incremental costs directly attributable to the equity transaction that otherwise would have been avoided. The costs of an equity transaction that is abandoned are recognised as an expense.

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

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

2.9 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.

2.10 Intangible assets

Acquired intangible assets other than goodwill comprise of developed technology, customer relationships and trade names. At initial recognition, intangible assets acquired in a business combination are recognized at their fair value as of the date of acquisition. Following initial recognition, intangible assets are carried at cost less accumulated amortization and impairment losses.

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

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

Intangible assets with finite lives are typically amortized on a straight-line basis over their estimated useful lives, typically 3 to 5 years for the developed technology, customer relationships and trade names, and are assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset are reviewed at least annually. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are accounted for by changing the amortization period or method, as appropriate, and are treated as changes in accounting estimates. The amortization of intangible assets is recognized in the consolidated statement of comprehensive income in the expense category consistent with the function of the intangible assets.

2.11 Business combination and goodwill

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred, which is measured at acquisition date fair value, and the amount of any non-controlling interests in the acquiree. For each business combination, the Group elects whether to measure the non-controlling interests in the acquiree at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs are expensed as incurred and included in administrative expenses.

The Group determines that it has acquired a business when the acquired set of activities and assets include an input and a substantive process that together significantly contribute to the ability to create outputs. The acquired process is considered substantive if it is critical to the ability to continue producing outputs, and the inputs acquired include an organised workforce with the necessary skills, knowledge, or experience to perform that process or it significantly contributes to the ability to continue producing outputs and is considered unique or scarce or cannot be replaced without significant cost, effort, or delay in the ability to continue producing outputs.

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

Goodwill is initially measured at cost (being the excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests and any previous interest held over the net identifiable assets acquired and liabilities assumed). If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised in profit or loss.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

Where goodwill has been allocated to a cash-generating unit (CGU) and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

2.12 Share capital

Common shares

Common shares are classified as equity. Incremental costs directly attributable to the issue of Common 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.

2.13 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.

2.14 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

In Spain, the Group is required to make payment against mandatory social security contributions to Tesorería General de la Seguridad Social (General Treasury for Social Security) for its employees residing in Spain.

The Group's obligation under these schemes 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.

2.15 Convertible Notes

Convertible notes are presented as financial liability in the consolidated statement of financial position. On issuance of the convertible notes, the liability is measured at fair value, and subsequently carried at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption. Convertible notes are classified as current liabilities based on the expected conversion date in accordance with the convertible notes agreements.

2.16 Embedded Derivatives

A derivative embedded in a hybrid contract is separated from the host and accounted for as a separate derivative if, the economic characteristics and risks are not closely related to the host, a separate instrument with the same terms as the embedded derivative would meet the definition of a derivative, and the hybrid contract is not measured at fair value through profit or loss. Embedded derivatives are measured at fair value with changes in fair value recognised in profit or loss. Reassessment only occurs if there is either a change in the terms of the contract that significantly modifies the cash flows that would otherwise be required or a reclassification of a financial asset out of the fair value through profit or loss category.

2.17 Interest-bearing loans

Interest-bearing loans are recognised initially at fair value, net of transaction costs incurred. Interest-bearing loans are subsequently stated at amortised cost; any difference between the proceeds and the redemption value is recognised in the consolidated statement of profit or loss over the term of the loan using the effective interest method. Interest-bearing loans are classified as non-current liabilities when the Group has an unconditional right to defer settlement of the liabilities for more than twelve months after the reporting date.

2.18 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.

2.19 Leases

The Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

Group as a lessee

2.19.1 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
- 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.

(i) Right-of-use assets

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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

(iii) 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).

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

2.20 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 13).

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.

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,

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

2.21 Financial instruments

2.21.1 Financial assets

The financial assets consist of the following:

- (i) Cash and cash equivalents;
- (ii) Current financial assets (financial asset at fair value through profit or loss); and
- (iii) Trade and other receivables – the Group’s customers include individuals (Business to customer) and corporate customers (TaaS and SaaS):
 - 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
 - Software as a Service (‘SaaS’).

Individual customers – are persons who fill bus seats on rides. 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

Corporate customers – represent customers where the Group will provide transportation services through dedicated routes exclusively to individuals determined by the customers, for which an agreed contract terms will be signed. 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated 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

Financial assets are classified, at initial recognition, as subsequently measured at amortised cost, fair value through other comprehensive income (OCI), and fair value through profit or loss. The classification of financial assets at initial recognition depends on the financial asset's contractual cash flow characteristics and the Group's business model for managing them.

(i) 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.

(ii) Current financial assets (financial assets at fair value through profit or loss)

For debt instruments at fair value through profit or loss, fair value changes, interest income, foreign exchange revaluation and impairment losses or reversals are recognised in the statement of profit or loss.

(iii) 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.

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 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:

- cash and cash equivalents; and
- trade and other receivables.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

(i) 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.

(ii) 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 90 days, except for Egypt where customers are considered to be in default when it is overdue for more than 180 days; 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.

2.21.2 Financial liabilities

Recognition and measurement – Accounts payable, accruals and other payables

Accounts payable, accruals and 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.

Derecognition of financial liability

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled, or expired.

2.21.3 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

2.22 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. Captains are drivers using Swvl's platform. 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 serves customers on its platform through two offerings: "business to consumer", comprised of Swvl Retail and Swvl Travel, and "business to business", which includes TaaS model.

Business to customer (B2C)

Using Swvl's platform, the Group provides customers with a network of minibuses and other vehicles that operate on fixed and semi-fixed routes within the cities and between cities. Customers book seats on vehicles available exclusively through Swvl to commute within a city and make intercity trips.

Business to business (B2B)

The Group enables its corporate customers to use Swvl's technology and platform to optimize the commute and travel programs they operate for their passengers. B2B includes two offerings, Transportation as a service (TaaS) and Software as a service (SaaS). TaaS offers dedicated routes using vehicles and drivers already operating on Swvl to transport passengers to and from predetermined destinations. SaaS offerings will include access to our dedicated Swvl Business application, which centralizes passenger management, billing, scheduling, data analytics and support functions in one platform.

The Group recognizes revenue at a point in time from its contracts with customer in B2C and TaaS, and over a period of time in SaaS.

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 2021 and 2020 (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; 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 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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 cancellation of trips ("Sales refunds"). These Sales refunds are accounted for as a reversal of revenue at the time of recognition.

Software-as-a-Service (SaaS)

The Group derives its revenue primarily from subscription fees for its cloud-based transportation solution services. The Group hosts software applications that it makes available to its customers over subscription periods generally ranging from 12 to 24 months. The subscription agreements are non-cancelable and do not contain provisions for refunds. Customers do not have any contractual rights to take possession of the Group's software applications.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

The Group commences revenue recognition in accordance with IFRS 15, when all of the following conditions are satisfied:

- There is a persuasive evidence of an arrangement;
- The subscription or other services have been or are being delivered to the customer;
- Collection of related fees is reasonably assured; and
- The amounts of the related fees are fixed or determinable.

Once all the revenue recognition criteria are met, the Group commences recognizing revenue rateably over the subscription period.

2.23 Loss per share

Basic loss per share amounts are calculated by dividing the loss of the Group by the weighted average number of ordinary shares in issue during the financial period.

Diluted loss per share adjusts the figures used in the determination of basic 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.

2.24 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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 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.

2.25 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 interest rate risk, currency risk, and other price risk), credit risk and liquidity risk. Management reviews and agrees on policies for managing each of these risks which are summarized below.

3.1 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.

3.1.1 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’s cash flow exposure to the risk of changes in market interest rates relates primarily to the Group’s debt obligations. 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.

Interest rate sensitivity (In USD)

	<u>Effect on loss</u>
31 December 2021	
+100 basis point increase	458,733
-100 basis point increase	(458,733)
31 December 2020	
+100 basis point increase	838
-100 basis point increase	(838)

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

3.1.2 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, SAR, JOD as it is pegged against USD. The Group is exposed to currency risk because of the Group's net investments in foreign subsidiaries. The Group's significant exposure is from the point the cash flows of the transactions are forecasted up to the point of settlement of the resulting receivable or payable that is denominated in the foreign currency.

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 31 December		
	2021	2020	2019	2021	2020	2019
EGP	15.76	15.78	16.09	15.74	15.86	16.85
KES	113.24	109.27	101.44	109.75	106.57	102.11
PKR	177.97	159.83	154.85	163.08	161.90	149.90
EUR	1.14	—	—	1.13	—	—

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:

In USD	At 31 December		
	2021	2020	2019
Strengthening			
EGP to USD	92,200	311,602	697,423
EUR to USD	77,070	—	—
PKR to USD	66,060	45,069	(8,790)
KES to USD	29,966	8,901	(29,764)
Weakening			
EGP to USD	(92,200)	(311,602)	(697,423)
EUR to USD	(77,070)	—	—
PKR to USD	(66,060)	(45,069)	8,790
KES to USD	(29,966)	(8,901)	29,764

3.1.3 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.

3.2 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.

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

The carrying value of the financial assets represents the maximum credit exposure, which is as follows:

Exposure to credit risk

In USD	2021	2020
Cash and cash equivalents	9,529,723	10,348,732
Trade and other receivables		
• Corporate customers	2,366,209	2,596,637
• Individual customers	783,018	189,253
• Others	3,454,013	74,226
Current Financial assets	10,000,880	—
Advances to shareholders	—	36,091
	<u>26,133,843</u>	<u>13,244,939</u>

(i) *Expected credit losses on trade receivables*

As at 31 December 2021 (In USD)

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	126,342	1,239,427	995,140	409,261	409,401	184,272	101,899	757,903	4,223,645
Loss rate	0%	16.05%	24.01%	31.02%	87.54%	61.60%	72.00%	98.61%	43.98%
Expected credit losses	—	198,908	238,970	126,942	358,389	113,517	73,368	747,342	1,857,436

As at 31 December 2020 (In USD)

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	824,493	552,498	299,314	171,872	213,247	86,431	44,492	331,806	2,524,153
Loss rate	16.69%	15.16%	18.48%	21.85%	45.82%	53.20%	68.70%	98.91%	32.35%
Expected credit losses	137,603	83,752	55,305	37,546	97,716	45,984	30,567	328,182	816,655

Totals of expected credit losses as a percentage of the exposure may not tie due to percentage rounding.

Table of Contents

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

(ii) Expected credit losses on customer wallet receivables

As at 31 December 2021 (In USD)

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	134,007	279,710	73,219	92,941	113,878	99,900	118,254	417,455	1,329,364
Loss rate	—	—	—	23.00%	32.00%	45.00%	63.00%	88.41%	41.10%
Expected credit losses	—	—	—	21,377	36,441	44,955	74,500	369,073	546,346

As at 31 December 2020 (In USD)

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

Totals of expected credit losses as a percentage of the exposure may not tie due to percentage rounding.

(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.

3.3 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 2021 and 2020 (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.

In USD	Maturity up to one year	Maturity after one year	Total
31 December 2021			
Accounts payable, accruals and other payables	19,615,435	—	19,615,435
Interest bearing loans	60,440	337,545	397,985
Convertible notes	74,606,482	—	74,606,482
Loan from related party	478,764	—	478,764
Lease liabilities	1,287,689	3,503,443	4,791,132
	96,048,810	3,840,988	99,889,798
31 December 2020			
Accounts payable, accruals and other payables	1,414,995	—	1,414,995
Lease liabilities	421,084	1,056,421	1,477,505
	1,836,079	1,056,421	2,892,500

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 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

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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 28.2.

(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 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

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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 2021 and 2020 (continued)

5. Property and equipment

In USD	Furniture, fittings and equipment	Leasehold improvements	Total
Cost			
At 1 January 2020	311,182	135,154	446,336
Additions	192,976	20,009	212,985
At 31 December 2020	504,158	155,163	659,321
Additions	265,927	53,544	319,471
Acquisition through business combination (Note 7)	1,846	—	1,846
At 31 December 2021	771,931	208,707	980,638
Accumulated depreciation			
At 1 January 2020	14,940	10,989	25,929
Charge for the year	109,777	13,826	123,603
At 31 December 2020	124,717	24,815	149,532
Charge for the year	163,667	18,735	182,402
At 31 December 2021	288,384	43,550	331,934
Net book value			
At 31 December 2021	483,547	165,157	648,704
At 31 December 2020	379,441	130,348	509,789

Depreciation is charged entirely to General and administrative expenses (Note 22)

6. Intangible assets

In USD	2021	2020
Cost		
At 1 January	—	—
Acquisition through business combination (Note 7)	1,002,147	—
Additions	2,222	—
At 31 December	1,004,369	—
Accumulated amortization		
At 1 January	—	—
Charge for the year	15,963	—
	15,963	—
Net book value as at 31 December	988,406	—

7. Business combination and goodwill

On 19 November 2021, the Group acquired 55% of the shares of 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. This acquisition has been accounted for in accordance with IFRS 3 Business Combination.

[Table of Contents](#)**Swvl Inc. and its subsidiaries****Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)**

The initial accounting is based on the management's best estimate of the fair value of the assets and liabilities acquired by the Group and will be finalized within the next 12 months. The finalization of the purchase price allocation may result in a change in the fair value of assets and liabilities acquired, and accordingly a corresponding change in the goodwill. The purchase consideration and the provisional fair value of the identifiable assets and liabilities of Shotl at the date of acquisition are as follows:

In USD	Provisional fair value recognized on acquisition
Assets	
Intangible Assets	1,002,147
Property and Equipment	1,846
Other assets	8,697
Trade and other receivables	365,061
Cash and cash equivalents	145,551
Total Assets	1,523,302
Liabilities	
Interest-bearing loans	493,779
Loans from related parties	482,161
Trade and other payables	238,046
Total Liabilities	1,213,986
Total identifiable net assets at fair value	309,316
Non-controlling interest measured at fair value	139,643
Goodwill arising on acquisition	4,418,226
Purchase consideration	4,557,869
In USD	Cash flow on acquisition
Net cash acquired with the subsidiary	145,551
Cash consideration paid	(968,997)
Purchase consideration transferred	(823,446)

Purchase consideration is paid as follows:

- \$1 million in Pivotal Holdings (as defined in Note 34) shares at closing of the SPAC transaction;
- Approximately \$0.97 million in cash at closing of acquisition;
- approximately \$1 million in cash 6 months after closing of the acquisition;
- approximately \$1 million in cash 12 months after closing of the acquisition; and
- approximately \$0.6 million in cash payable at the later of 18 months after closing or satisfaction of certain revenue and grants earn-out condition.

Revenue and loss contribution

The acquired business's contribution to revenue and loss since acquisition date was insignificant to the Group.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

8. Current financial assets

During the year, the Group has entered into Convertible Promissory Note Agreements with total investment of USD 10 million (the “Notes”). The Notes have a maturity date after four months from the commencement date and, could be extended for two additional months with a prior written consent from Swvl to the issuing parties. The Notes are convertible, on the discretion of the issuing parties to number of shares, determined based on the specific scenarios outlined in the agreements. In case the parties did not convert the Notes, by written notice to the Group five business days prior to maturity date, the notes value shall be repaid to the Group. Break-up of the notes is following:

In USD	Commencement date	Interest	2021	2020
Investment A	24 November 2021	1.08% p.a.	5,000,880	—
Investment B	4 December 2021	0% p.a.	5,000,000	—
			10,000,880	—

9. Trade and other receivables

In USD	At 31 December	
	2021	2020
Trade receivables	4,223,645	2,524,153
Customer wallet receivables	1,329,364	449,275
Accrued income	3,038,259	889,140
Less: provision for expected credit losses	(2,403,782)	(1,076,678)
	6,187,486	2,785,890
Other receivables	415,754	74,226
	6,603,240	2,860,116

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:

In USD	At 31 December	
	2021	2020
Provision for expected credit losses for trade receivables	(1,857,436)	(816,655)
Provision for expected credit losses for customer wallet receivables	(546,346)	(260,023)
	(2,403,782)	(1,076,678)

The movement in provision for expected credit losses are as follows:

In USD	2021	2020
At 1 January	1,076,678	347,822
Charge during the year	1,327,104	728,856
At 31 December	2,403,782	1,076,678

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

10. Prepaid expenses and other current assets

In USD	At 31 December	
	2021	2020
Withholding tax receivables	634,835	—
Prepaid expenses	272,312	203,024
Advances to suppliers	186,120	21,646
Others	9,722	—
	1,102,989	224,670

11. Cash and cash equivalents

For the purpose of the cash flow statement, cash and cash equivalents comprise the following:

In USD	At 31 December	
	2021	2020
Cash on hand	3,410	—
Cash at banks	4,083,466	7,648,482
Cash sweep account (*)	5,451,238	2,700,250
Bank overdraft	(8,391)	—
	9,529,723	10,348,732

* 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 26. The average rate of interest and dividend income represented are insignificant.

12. Share capital

The authorised share capital of the Parent Company consists of 62,202 shares at 31 December 2021 (31 December 2020: 62,202 shares) of no par value.

12.1 Authorised and issued share capital

	At 31 December			
	2021		2020	
	Authorised	Issued	Authorised	Issued
Common A shares	15,000	12,666	15,000	12,666
Common B shares	3,936	552	3,936	552
Class A shares	5,555	5,555	5,555	5,555
Class B shares	7,756	7,756	7,756	7,756
Class C shares	8,186	8,186	8,186	8,186
Class D shares	14,799	14,799	14,799	14,799
Class D-1 shares	6,970	6,970	6,970	6,970
	62,202	56,484	62,202	56,484

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

12.2 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.

The holders of Class A, Class B, Class C, Class D and Class D-1 convertible preference shares may convert their shares into common share A at any time following the date of issuance at the then applicable conversion rate. The current conversion rate for all classes of preference shares is 1:1.

Any of the following shall be treated as a liquidation event of the Company: (i) the liquidation, dissolution or winding up of the Company or any of its subsidiaries; (ii) a Merger or consolidation (in which members of the Company own a majority by voting power of the outstanding shares of the surviving or acquiring Company) and a sales, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

12.3 Movement in share capital, subscribed and paid-up capital

	<u>Number of shares</u>	<u>Total value in USD</u>
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	<u>56,484</u>	<u>88,881,717</u>
Balance as at 31 December 2021	<u>56,484</u>	<u>88,881,717</u>

13. Employee share scheme reserve

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 2021 and 2020 (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.

	2021		2020	
	Average exercise price per share Option USD	Number of options	Average exercise price per share option USD	Number of options
At 1 January	3,478	2,958	2,203	1,926
Issued during the year (i)	2,567	3,874	3,559	2,267
Exercised during the year (ii)	—	—	—	(552)
Forfeited during the year	3,032	(1,193)	2,961	(683)
At 31 December	2,430	5,639	3,478	2,958
Vested and exercisable	2,254	3,416	1,894	585

- (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 2021 was \$0 (31 December 2020 – \$0).

Share options outstanding at the end of each year have the following expiry date and exercise prices:

	At 31 December	
	2021	2020
Number of options	5,639	2,958
Range of exercise price	\$ 0 - \$5,100	\$ 540 - \$3,781
Range of expiry dates	April 2027 – September 2031	January 2030 – December 2030
Weighted average remaining contractual life (in years)	7.97	8.95

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 option, and the correlations and volatilities of the peer group companies. The fair value of the options was as follows:

Strike price	At 31 December	
	2021	2020
\$0	13,100	2,353.60
\$540	—	2,121.06
\$645	—	2,075.66
\$1,861	11,357	1,552.37
\$2,844	10,515	1,160.23
\$3,781	9,780	878.90
\$5,100	8,852	—

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)**

Total expenses arising from share-based payment transactions recognised in the consolidated statement of comprehensive income as part of employee benefit expense was USD 33.6 million for the year ended 31 December 2021 (USD 2.8 million and USD 0.4 million for the years ended 31 December 2020 and 31 December 2019, respectively).

The following assumptions are used in calculating the fair values of the options:

Particulars	At 31 December	
	2021	2020
Expected weighted average volatility (%)	50%	60%
Expected dividends (%)	0%	0%
Expected term (in years)	1.25	1.25
Risk free rate (%)	1.12%	0.10%
Market price	\$13,430.0	\$2,353.6

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.

14. Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entities are recognised in other comprehensive income, as described in Note 2.6 (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:

In USD	Foreign currency reserve
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
Currency translation difference	(409,511)
At 31 December 2021	450,863

15. Derivatives liabilities

At 31 December 2021, embedded derivatives of USD 44.3 million (31 December 2020: Nil) have been recognised as current liabilities. Embedded derivatives are related to the put option embedded in the convertible notes agreement, which represent an obligation on the Group to deliver variable number of shares upon the conversion event. Please refer to (Note 32) for further details.

A fair value loss for the year ended 31 December 2021 amounted to USD 44.3 million (2020: Nil) and has been recorded in finance cost (Note 27).

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)****16. Convertible notes**

In USD	At 31 December	
	2021	2020
Convertible Notes A	29,106,482	—
Convertible Notes B	45,500,000	—
	<u>74,606,482</u>	<u>—</u>

Convertible Notes A

During the year ended 31 December 2021, the Parent Company issued convertible notes, in an aggregate principal amount of USD 27.7 million with a maturity date of 5 September 2022, convertible either into common or preferred shares of the Parent Company upon maturity or immediately prior to a merger or consolidation with a special purpose acquisition company depending on certain criteria detailed in the convertible notes' agreements. However, in connection with the Parent Company's proposed business combination with Queen's Gambit Growth Capital, immediately prior to the consummation of the business combination (as further described in (Note 34) such convertible notes will convert into the right to receive Class A ordinary shares, par value \$0.0001 per share of 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 Parent Company. These notes will convert unless they are repaid together with accrued interest with the prior written consent of "Majority in Interest" comprising of majority holders that are unaffiliated to the Group. The Parent Company intends to use the net proceeds from the issue of the convertible notes for general corporate purposes as well as to finance 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.

The conversion ratios for these notes would depend on the event leading to their conversion. Unless the Group conducts a Qualified Equity Financing Event, a Corporate Transaction, an IPO or a SPAC Transaction, all of which are defined in the term-sheet, the notes would convert on maturity using a conversion price derived from a prescribed valuation cap on fully diluted capitalisation on conversion date. Since the management considers the SPAC Transaction likely to occur, it has used a conversion price prescribed for such event while calculating the fair value of the embedded derivatives.

During the year, accrued interest charges amounted to USD 1.4 million (2020: Nil) (Note 27).

Convertible Notes B

During the year, certain PIPE investors have pre-funded to the Group a portion of USD 45.5 million of the aggregate PIPE subscription raised in connection with the proposed business combination, in a form of convertible notes. The "PIPE" is a fully committed private placement of common shares of the combined 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. These notes doesn't bear interest.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

17. Interest-bearing loans

In USD	At 31 December	
	2021	2020
Loan A	341,130	—
Loan B	56,855	—
	397,985	—

Loan A:

On 15 May 2020, Shotl Transportation (the Subsidiary) has entered into an agreement of loan facility with European bank (Cajamar bank) to support its operations. The loan nominal value is amounted to EUR 300,000. The loan carries variable interest rate of 1.85% plus EURIBOR per annum. The loan will be repaid on 48 equally monthly instalments. The maturity date has been extended for 12-month period to end on 5 May, 2026 due to COVID 19 pandemic.

Loan B:

On 12 February 2021, Shotl has entered into an agreement of loan facility with European bank (Santander Bank) to support its operations. The loan nominal value is EUR 50,000. The loan carries fixed interest rate of 3.6% per annum. The loan will be repaid in 48 equally monthly instalments. The loan will be matured on 12 February 2026.

Classification of loans as current and non-current is as follows:

In USD	At 31 December	
	2021	2020
Non-current	337,545	—
Current	60,440	—
	397,985	—

18. Accounts payable, accruals and other payables

In USD	At 31 December	
	2021	2020
<i>Financial items</i>		
Accounts payables	5,176,759	1,057,599
Accrued expenses	9,008,969	31,727
Deferred purchase price	3,618,902	—
Captain payables	1,249,948	289,426
Advances from customers	52,307	—
Other payables	560,857	36,243
	19,667,742	1,414,995
<i>Non-financial items</i>		
Advances from individual customers (e-wallets) (i)	3,938,712	2,523,608
Total accounts payable, accruals and other payables	23,606,454	3,938,603

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)**

- (i) Advances from individual customers (e-wallets) are used by customers against future bookings, therefore, the Group does not expect to repay these amounts.

19. Lease liabilities and right-of-use assets

The Group's lease environment includes rental of office space across different locations of operation in Egypt, Kenya, Pakistan, and United Arab Emirates.

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 2021 and 31 December 2020.

19.1 Right-of-use assets

In USD	At 31 December	
	2021	2020
Balance as at 1 January	863,645	1,110,486
Additions during the year	3,737,469	116,968
Depreciation charge for the year	(541,218)	(363,809)
Balance as at 31 December	<u>4,059,896</u>	<u>863,645</u>

19.2 Lease liabilities

In USD	At 31 December	
	2021	2020
Balance as at 1 January	928,583	1,147,309
Additions during the year	3,716,327	116,968
Accretion of interest	140,184	83,804
Repayments	(622,573)	(419,498)
Balance as at 31 December	<u>4,162,521</u>	<u>928,583</u>

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

Maturity analysis

In USD	At 31 December	
	2021	2020
Less than one year (current)	1,201,204	302,719
One to five years (non-current)	2,961,317	625,864
Lease liabilities as at 31 December	4,162,521	928,583

Amounts recognised in the consolidated statement of comprehensive income:

In USD	At 31 December	
	2021	2020
Interest expense on lease liabilities	(140,184)	(83,804)
Depreciation for right-of-use assets	(541,218)	(363,809)
	(681,402)	(447,613)

20. Revenue

20.1 Disaggregation of revenue from contracts with customers

The Group derives its revenue principally from end-users who use the Group's platform to access routes predetermined by the Group. The Group derives revenue from the transfer of services at a point in time. This level of disaggregation takes into consideration how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

In USD	For the year ended 31 December		
	2021	2020	2019
<i>Business to customers</i>	18,744,932	6,642,609	5,953,186
<i>Business to business – SaaS</i>	8,535	—	—
<i>Business to business – TaaS</i>	19,591,786	10,669,677	6,398,360
	19,600,321	10,669,677	6,398,360
	38,345,253	17,312,286	12,351,546

20.2 Revenue by geographical location

The following table presents the Group's revenue reconciliation disaggregated by geographical location. Revenue by geographical location is based on where the transaction occurred.

In USD	For the year ended 31 December		
	2021	2020	2019
Egypt	25,011,807	14,981,243	12,010,701
Pakistan	10,391,287	1,502,884	154,818
Kenya	1,873,051	824,656	186,027
Others	1,069,108	3,503	—
	38,345,253	17,312,286	12,351,546

The Group has no contract assets, liabilities balances, and has unbilled revenue of USD 3 million (2020: USD 0.9 million).

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

21. Cost of sales

In USD	For the year ended 31 December		
	2021	2020	2019
Captain costs	(47,795,494)	(23,720,753)	(31,287,527)
Captain bonuses	(1,083,977)	(1,159,717)	(2,326,497)
Captain deductions	670,472	569,008	1,209,819
Tolls and fines	(714,204)	(2,102,242)	(1,379,329)
	<u>(48,923,203)</u>	<u>(26,413,704)</u>	<u>(33,783,534)</u>

22. General and administrative expenses

In USD	For the year ended 31 December		
	2021	2020	2019
Staff costs (Note 24)	(53,269,597)	(11,257,729)	(4,110,436)
Professional fees	(8,775,977)	(1,603,846)	(1,487,090)
Technology costs	(3,783,868)	(1,033,047)	(708,308)
Customer experience costs	(1,856,056)	(104,743)	(264,903)
Travel and accommodation	(1,428,566)	(394,572)	(67,482)
Rent expense	(720,462)	(130,532)	(192,898)
Expansion expenses	(387,037)	(35,704)	(421,700)
Depreciation of property and equipment (Note 5)	(182,402)	(123,603)	(20,276)
Depreciation of right-of-use assets (Note 19.1)	(541,218)	(363,809)	(232,791)
Insurance	(521,876)	(202,840)	—
Outsourced employees expense	(437,478)	(517,695)	(59,242)
Entertainment	(187,776)	(39,789)	(56,346)
Utilities	(271,436)	(631,360)	(267,445)
Foreign exchange losses	(628,061)	(8,430)	54,079
Amortization of intangible assets (Note 6)	(15,963)	—	—
Bank charges	(8,052)	(54,613)	(50,450)
Other expenses	(1,703,121)	(2,081,423)	(2,872,249)
	<u>(74,718,946)</u>	<u>(18,583,735)</u>	<u>(10,757,537)</u>

23. Selling and marketing expenses

In USD	For the year ended 31 December		
	2021	2020	2019
Growth marketing expenses	(7,948,629)	(2,418,005)	(3,908,499)
Staff costs (Note 24)	(3,385,887)	(1,297,236)	(527,210)
Offline marketing expenses	(2,217,968)	(928,431)	(3,542,096)
Referrals	(162,754)	(83,743)	(45,460)
Stamp taxes on marketing activities	—	—	(324,379)
	<u>(13,715,238)</u>	<u>(4,727,415)</u>	<u>(8,347,644)</u>

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)****24. Staff costs**

In USD	For the year ended 31 December		
	2021	2020	2019
Salaries and other benefits	(22,387,850)	(9,561,459)	(4,204,302)
Share-based payments charges (Note 13)	(33,611,231)	(2,828,995)	(433,344)
Employee end of service benefits	(656,403)	(164,511)	—
	<u>(56,655,484)</u>	<u>(12,554,965)</u>	<u>(4,637,646)</u>

Staff costs are allocated as detailed below:

In USD	For the year ended 31 December		
	2021	2020	2019
General and administrative expenses (Note 22)	(53,269,597)	(11,257,729)	(4,110,436)
Selling and marketing expenses (Note 23)	(3,385,887)	(1,297,236)	(527,210)
	<u>(56,655,484)</u>	<u>(12,554,965)</u>	<u>(4,637,646)</u>

25. Other expenses, net

In USD	For the year ended 31 December		
	2021	2020	2019
Non-recoverable VAT and other indirect taxes	(185,304)	(236,795)	(49,715)
Others	8,237	(8,633)	(11,585)
	<u>(177,067)</u>	<u>(245,428)</u>	<u>(61,300)</u>

26. Finance income

In USD	For the year ended 31 December		
	2021	2020	2019
Interest income	128,421	546,872	303,753
Dividend income	53,755	42,878	53,108
	<u>182,176</u>	<u>589,750</u>	<u>356,861</u>

Interest and dividend income are generated from the Group's cash sweep account and short-term treasury bills as disclosed in Note 11.

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)****27. Finance cost**

In USD	For the year ended 31 December		
	2021	2020	2019
Change in fair value of embedded derivatives	(44,330,400)	—	—
Interest expense on convertible notes	(1,400,067)	—	—
Lease finance charges (Note 19.2)	(140,184)	(83,804)	(70,637)
Interest expense	(2,653)	—	—
	<u>(45,873,304)</u>	<u>(83,804)</u>	<u>(70,637)</u>

28. Taxes**28.1 Components of provision for income taxes**

The Group did not incur income tax expenses for the years ended 31 December 2021 and 2020 as it has not generated taxable income. The components of the provision for income taxes were as follows:

In USD	For the year ended 31 December		
	2021	2020	2019
Income tax benefit	4,718,036	3,155,704	5,378,552
	<u>4,718,036</u>	<u>3,155,704</u>	<u>5,378,552</u>

28.2 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 is resulted from the carried forward tax losses from current and previous year which are expected to be recoverable once the group is able to generate taxable income in future periods. The movement of deferred tax assets during the year was as follows:

In USD	At 31 December	
	2021	2020
At 1 January	9,913,707	6,758,003
Additional deferred tax credit	4,718,036	3,155,704
At 31 December	<u>14,631,743</u>	<u>9,913,707</u>

28.2.1 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 20.97 million, USD 12.2 million, USD 23.7 million and USD 4.6 million for the years ended 31 December 2021, 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.

28.2.2 Deferred tax asset not recognised

The Group's subsidiaries in Kenya, Pakistan, Jordan, Kingdom of Saudi and Spain also incurred tax losses, however Management believes that it is not probable that it will recover the deferred tax benefits of each

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

respective country and have accordingly not considered their tax losses in the deferred tax assets calculations. These unused tax losses expire in the following manner:

In USD	Expire within 5 years	Expire in 5-10 years	Expire in more than 10 years	Total
Swvl Pakistan (Private) Ltd. (Pakistan)	3,398,579	5,336,079	—	8,734,658
Swvl NBO Limited (Kenya)	—	—	2,852,254	2,852,254
Swvl Technologies Ltd. (Kenya)	—	—	3,442,662	3,442,662
Smart Way Transportation LLC (Jordan)	424,030	—	—	424,030
Swvl Saudi for Information Technology (Saudi)	—	—	619,532	619,532
Shotl Transportation, S.L. (Spain)	—	—	87,138	87,138
	<u>3,822,609</u>	<u>5,336,079</u>	<u>7,001,586</u>	<u>16,160,274</u>

28.3 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:

In USD	At 31 December		
	2021	2020	2019
Loss before tax	(146,207,433)	(32,880,906)	(40,637,953)
Effect of unused losses*	124,136,838	18,855,555	16,733,276
Remeasurement of deferred tax asset	—	(421,725)	(144,092)
ECL provision	1,096,696	510,153	316,878
Accounting depreciation	30,517	19,412	12,381
Tax depreciation	(25,665)	(107,840)	(185,167)
Taxable losses	(20,969,047)	(14,025,351)	(23,904,677)
Tax rate	22.5%	22.5%	22.5%
	<u>(4,718,036)</u>	<u>(3,155,704)</u>	<u>(5,378,552)</u>

* Unused losses refer to the losses incurred in Swvl Inc. and UAE, since these losses are not subject to income tax. In addition, for the losses incurred in Kenya, Pakistan, Jordan, KSA and Spain, since Management believes that it is not probable that it will recover the deferred tax benefits of each respective country, it was included within unused losses.

29. Loss per share

Basic loss per share is computed using the weighted-average number of outstanding ordinary shares during the period. Diluted loss per share is computed using the treasury stock method to the extent that the effect is dilutive by using the weighted-average number of outstanding ordinary shares and potential ordinary shares during the period.

The Company's Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares, Class D Preferred Shares and Class D-1 Preferred Shares being together referred to as the "Company's Preferred Shares" together with the Company Common Shares A and the Company Common Shares B being together referred to as the "Company's ordinary Shares").

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)**

Potential ordinary shares which are based on the weighted-average ordinary shares underlying outstanding stock options, restricted stock units, restricted stock awards, and other contingently issuable shares, and exchangeable notes and computed using the treasury stock method or the if-converted method, as applicable, are included when calculating diluted loss per share when their effect is dilutive. As at 31 December 2021, there is no dilutive effect on the basic loss per share of the Group. The computation of loss per share for the respective periods is as follows:

In USD (except share information)	At 31 December		
	2021	2020	2019
Loss for the year attributable to equity holders of the Parent Company	(141,416,132)	(29,725,202)	(35,259,401)
Weighted average number of ordinary shares outstanding during the year	56,484	55,300	43,591
<i>Loss per share – basic</i>	<i>(2,504)</i>	<i>(538)</i>	<i>(809)</i>
<i>Loss per share – diluted</i>	<i>(2,504)</i>	<i>(538)</i>	<i>(809)</i>

Since the Group was in a loss position for the years ended 31 December 2021, 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 13) and exchangeable convertible notes 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 2021, 2020 and 2019.

30. 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 directors and senior management of the Group.

In USD	At 31 December	
	2021	2020
Short-term employee benefits	1,287,379	652,175
Provision for end of service benefits	99,487	32,399
Share-based payments	13,360,206	829,746
	14,747,072	1,514,320
No. of key management	7	6

[Table of Contents](#)

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (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:

In USD	At 31 December	
	2021	2020
(Repayment)/advances to shareholders	(36,091)	36,091

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:

In USD	At 31 December	
	2021	2020
Convertible notes - key management personnel	100,000	—
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 2021 and 2020 in respect of amounts owed by related parties.

Short-term loans to related parties: Short term loans to related parties related to the acquisition of Shotl Transportation during the year by The Group (Note 7).

In USD	At 31 December	
	2021	2020
<i>Sister company</i>		
Routebox Technologies SL	84,039	—
<i>Shareholders of Shotl Transportation SL</i>		
Camina Lab SL	323,338	—
Marfina SL	71,387	—
	394,725	—
	478,764	—

On 31 December 2020, Shotl transportation has entered into an agreement with a related party Routbox Technologies SL of loan facility amounted to EUR 72,636. The loan carries fixed interest rate of 1.75% per annum. The loan will mature on 6 May 2022.

On 1 May 2020, Shotl transportation has entered into an agreement with a related party Camina Lab SL of loan facility amounted to EUR 275,489. The loan carries fixed interest rate of 1.75% per annum. The loan will mature on 6 May 2022.

On 1 May 2020, Shotl transportation has entered into an agreement with a related party Marfina SL of loan facility amounted to EUR 60,000. The loan carries fixed interest rate of 1.75% per annum. The loan will mature on 6 May 2022.

Swvl Inc. and its subsidiaries**Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)****31. Financial instruments by category****Financial assets as per statement of financial position**

In USD	At 31 December	
	2021	2020
At fair value		
Current Financial assets	10,000,880	—
At amortised cost		
Trade and other receivables	6,603,240	2,860,116
Advances to shareholders	—	36,091
Cash and cash equivalents	9,529,723	10,348,732
	<u>16,132,963</u>	<u>13,244,939</u>
	<u>26,133,843</u>	<u>13,244,939</u>

Financial liabilities as per statement of financial position

In USD	At 31 December	
	2021	2020
At amortised cost		
Accounts payable, accruals and other payables excluding non-financial items (i)	19,615,435	1,414,995
Convertible notes	74,606,482	—
Derivatives liabilities	44,330,400	—
Interest bearing loans	397,985	—
Loan from related party	478,764	—
Lease liabilities	4,162,521	928,583
	<u>143,591,587</u>	<u>2,343,578</u>

(i) Non-financial items include advances from individual customers (e-wallets) and advances from customers as disclosed in Note 18.

32. 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 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.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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.

The carrying amounts of the financial assets and financial liabilities approximate their fair values.

The Group's measurement of embedded derivatives are classified in Level 3 using valuation technique inputs that are not based on observable market data. The significant unobservable inputs used in the fair value measurements, together with a quantitative sensitivity analysis are presented below: The significant unobservable input for valuation of embedded derivatives is the Discount for Lack of Marketability ("DLOM") of underlying equity shares of the Parent Company. The Management has considered a DLOM of 30% for calculating the fair value of the Parent Company's equity shares. A range of inputs are considered while concluding the DLOM for this purpose by management, which includes but not limited to, use of various put option pricing models such as the Finnerty Model, Asian Put Model and the Chaffe Model. Management also considers liquidity date assumptions, implied volatilities of a portfolio of comparable companies after making suitable necessary adjustments, among other factors to arrive at the DLOM. Management considers 20% to 36% to reflect reasonably possible range for alternative assumptions of DLOM while estimating fair value of the Parent Company's equity shares. A change in DLOM% would have an inverse relationship to the fair value of the embedded derivative, i.e., a higher DLOM would lead to reduction in the fair value of the embedded derivative. A shift (+/-) of 1% in DLOM would therefore change the fair value (inversely) of the embedded derivative by USD 0.80 million with the resultant impact on the statement of profit or loss.

33. 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 reportable segment.

The Group operates in multiple geographical locations namely in Egypt, Kenya, Pakistan, United Arab Emirates, Saudi, Jordan and Malaysia. The Parent Company is domiciled in British Virgin Islands.

34. Subsequent events

34.1 Changes to PIPE

On 12 January 2022, the Group issued convertible note for an amount of \$20 million to a PIPE investor as pre-funded subscription. The convertible note shall be exchanged for a number of new Swvl's Common Shares A

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

at an exchange price of \$9.10 per share. Upon the issuance of the exchangeable notes, the amount pre-funded by the PIPE investor reduces their remaining respective commitment in the PIPE. This note doesn't bear interest.

On 30 January 2022, following the termination of the forward purchase agreement between SPAC and an investor, the Group terminated the subscription agreement in the amount of \$2 million with the same investor.

On 31 January 2022, the Group has entered into a new convertible note agreement with an investor increasing the PIPE by USD 1 million as pre-funded subscription. The convertible note shall be exchanged for a number of new Swvl's Common Shares A at an exchange price of \$9.10 per share. Upon the issuance of the exchangeable notes, the amount pre-funded by the PIPE investor reduces their remaining respective commitment in the PIPE. This note doesn't bear interest.

On 11 March 2022, the Group issued convertible notes for an amount of \$1.8 million and to a PIPE investor as pre-funded subscription. The convertible note shall be exchanged for a number of new Swvl's Common Shares A at an exchange price of \$9.10 per share. Upon the issuance of the exchangeable notes, the amount pre-funded by the PIPE investor reduces their remaining respective commitment in the PIPE. This note doesn't bear interest.

On 23 March 2022, the Group issued convertible note for an amount of \$2.7 million \$0.9 million to PIPE investors as pre-funded subscription. The convertible notes shall be exchanged for a number of new Swvl's Common Shares A at an exchange price of \$9.10 per share. Upon the issuance of the exchangeable notes, the amount pre-funded by the PIPE investor reduces their remaining respective commitment in the PIPE. These notes don't bear interest.

34.2 Acquisition of controlling interest in an Argentina-based mass transit platform provider

On 14 January 2022, the Group acquired a 51% controlling interest in Viapool Inc, ("Viapool") a company incorporated under the laws of the State of Delaware, pursuant to the signed stock purchase agreement. Viapool is engaged in the development, implementation and commercialization of new mobility and transport systems, including different services and connecting travellers with buses and private cars in Argentina. The total value of the purchase consideration is approximately \$4.5 million in cash and shares as follows:

- \$1 million in cash, paid by the Group at closing date of the acquisition;
- \$0.5 million in new Swvl's Common Shares A or in cash if the de-SPAC process has been definitively terminated;
- \$2.5 million in cash, payable ten business days counted as from the earlier of (a) March 31, 2022, or (b) the Completion of the de-SPAC process; and
- Maximum of \$0.5 million in cash, payable subject to achieving certain revenue level as outlined in the stock purchase agreement.

The Company still assessing the accounting treatment and fair value of net assets acquired in relation to the acquired controlling interest.

34.3 Enter into Sale and Purchase agreement of Door2Door GMBH

On March 24, 2022, we announced a definitive agreement to acquire a controlling interest in Door2DoorGmbH, a high-growth mobility operations platform that partners with municipalities, public transit operators, corporations, and automotive companies to optimize shared mobility solutions across Europe. The closing of the door2door transaction is subject to customary closing conditions and is expected to be completed in by June 30, 2022.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

34.4 Consummated reverse recapitalization with Queen's Gambit

On March 31, 2022 (the "Closing Date"), the Company consummated a business combination (the "Closing") with Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("Queen's Gambit"), where Queen's Gambit merged through multiple transactions with a wholly owned subsidiary of Swvl Inc.

As a result of the Mergers and the other transactions contemplated by the Business Combination Agreement, the merged Queen's Gambit Surviving Company and Swvl, Inc. will each become wholly owned subsidiaries of Swvl Holdings Corp (Formerly known as "Pivotal Holdings Corp"), a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands.

Swvl Holdings Corp articles authorize the issuance of up to 555,000,000 shares, consisting of (a) 500,000,000 Class A Ordinary Shares and (b) 55,000,000 preferred shares. All outstanding Class A Ordinary Shares are fully paid and non-assessable. To the extent they are issued, certificates representing Class A Ordinary Shares are issued in registered form. All options, regardless of grant dates, will entitle holders to an equivalent number of Class A Ordinary Shares once the vesting and exercising conditions are met.

At the closing date, Pivotal Holdings Corp changed its name to Swvl Holdings Corp and the securityholders of Queen's Gambit and Swvl, Inc. will become securityholders of Swvl Holdings Corp ("New Swvl"). Subsequent to the closing of the Business Combination, there were 118,496,102 Class A Ordinary Shares with par value of \$0.0001 per share that were outstanding and issued. There are also 17,433,333 Warrants outstanding, each exercisable at \$11.50 per one Class A Ordinary Share, of which 11,500,000 are public warrants ("Public Warrants") listed on Nasdaq and 5,933,333 private placement warrants ("Private Warrants").

Pursuant to the terms of the business combination agreement, at the closing date, among other things, each shareholder of Swvl's outstanding a) Common Shares A, b) Common Shares B") and c) Class A, B, C, D and D-1 preferred shares shall receive approximately 1,509.963 shares of new Swvl's common shares A and the contingent right to receive certain Earnout Shares (as defined below), for each share of the Company's common shares, par value \$0.0001 per share in exchange of original shares.

Concurrently at the closing date, each outstanding and unexercised option (vested or not) to purchase Swvl's Common Shares B (each, a "Swvl Option"), were converted to an option to purchase approximately 1,509.963 new Swvl's common Shares A and the contingent right to receive certain Earnout restricted Stock Units ("Earnout RSUs") at an exercise price per option equal to (x) the exercise price per option divided by (y) the Exchange Ratio.

In addition, pursuant to the terms of the business combination agreement, at the closing date, each outstanding Queen's Gambit Warrant were automatically assumed and converted into a new Warrant to acquire new Swvl's Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former Queen's Gambit Warrants.

During the time period between the Closing Date and the five-year anniversary of the Closing Date ("Earnout Period"), Eligible Swvl Shareholders may receive up to 15 million additional shares of New Swvl's Common Shares A (the "Earnout Shares") in the aggregate in three equal tranches of 5 million shares if the volume-weighted average closing sale price of our Common Stock is greater than or equal to \$12.50, \$15.00 and \$17.50 for any 20 trading days within any 30 consecutive trading day period ("Trigger Events") (or an earlier Change of Control event).

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements for the years ended 31 December 2021 and 2020 (continued)

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 an earlier Change of Control event).

The portion of such Holdings Common Shares A issuable to Eligible Swvl Shareholders who hold Swvl Options will instead be issued to such holders as Earnout RSUs at the Company Merger

In addition and concurrently with the Closing, PIPE investors purchased and/or automatically converted an existing Swvl exchangeable notes to an aggregate of 12,188,711 shares of New Swvl's Common Shares with an aggregate proceeds of \$111.5 million.

The Company's Common Stock and Public Warrants have commenced trading on the Nasdaq Stock Exchange ("Nasdaq") under the symbols "SWVL" and "SWVLW" on March 31, 2022, subject to ongoing review of the Company's satisfaction of all listing criteria following the Business Combination.

During the year, the Group has incurred costs related to the transaction between the Parent Company and Queen's Gambit Growth Capital of \$7,355,404 (2020: \$0). The incurred costs include registration and other regulatory fees, amounts paid to legal, accounting and other professional advisers.

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, 2021 and 2020, the related statement of operations, changes in shareholders' equity and cash flows for the year ended December 31, 2021 and 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, 2021 and 2020, and the results of its operations and its cash flows for the year ended December 31, 2021 and the period from December 9, 2020 (inception) through December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

Restatement of Previously Issued Financial Statements

As described in Note 2 to the financial statements, the Company's previously issued January 22, 2021 financial statement has been restated herein to correct certain misstatements.

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, if the Company is unable to raise additional funds to alleviate liquidity needs and complete a business combination by January 22, 2023 then the Company will cease all operations except for the purpose of liquidating. The liquidity condition and date for mandatory liquidation and subsequent dissolution raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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 30, 2022
PCAOB ID Number 100

**QUEEN'S GAMBIT GROWTH CAPITAL
CONSOLIDATED BALANCE SHEETS**

	December 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash	\$ 674,711	\$ —
Due from related party	25,848	—
Prepaid expenses	520,270	—
Total current assets	1,220,829	—
Deferred offering costs	—	280,543
Investments held in Trust Account	345,092,122	—
Total Assets	<u>\$346,312,951</u>	<u>\$ 280,543</u>
Liabilities, Class A Ordinary Shares Subject to Possible Redemption and Shareholders' Equity (Deficit):		
Current liabilities:		
Accounts payable	\$ 789,005	\$ 10,000
Accrued expenses	7,430,257	189,513
Note payable—related party	—	67,543
Total current liabilities	8,219,262	267,056
Deferred underwriting commissions	9,996,000	—
Derivative warrant liabilities	33,813,310	—
Total liabilities	52,028,572	267,056
Commitments and Contingencies		
Class A ordinary shares subject to possible redemption, \$0.0001 par value; 34,500,000 shares and 0 shares at a \$10.00 per share redemption value for December 31, 2021 and 2020, respectively	345,000,000	—
Shareholders' Equity (Deficit)		
Preference shares, \$0.0001 par value; 5,000,000 shares authorized; none issued or outstanding as of December 31, 2021 and December 31, 2020	—	—
Class A ordinary shares, \$0.0001 par value; 500,000,000 shares authorized; no non-redeemable issued or outstanding	—	—
Class B ordinary shares, \$0.0001 par value; 50,000,000 shares authorized; 8,625,000 shares issued and outstanding as of December 31, 2021, and December 31, 2020	863	863
Additional paid-in capital	—	24,137
Accumulated deficit	(50,716,484)	(11,513)
Total shareholders' equity (deficit)	<u>(50,715,621)</u>	<u>13,487</u>
Total Liabilities, Class A Ordinary Shares Subject to Possible Redemption and Shareholders' Equity (Deficit)	<u>\$346,312,951</u>	<u>\$ 280,543</u>

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Year Ended December 31, 2021	For The Period From December 9, 2020 (Inception) Through December 31, 2020
General and administrative expenses	\$ 9,537,064	\$ 11,513
General and administrative expense—related party	200,000	—
Loss from operations	(9,737,064)	(11,513)
Other Income (expenses)		
Change in fair value of derivative warrant liabilities	(8,856,310)	—
Financing costs—derivative warrant liabilities	(488,173)	—
Loss on issuance of private placement warrants	(6,052,000)	—
Interest Income	136	—
Income from investments held in the Trust Account	92,122	—
Net loss	<u>(25,041,289)</u>	<u>(11,513)</u>
Weighted average shares outstanding, Class A ordinary shares, basic and diluted	<u>32,515,068</u>	<u>—</u>
Basic and diluted net loss per ordinary share, Class A	<u>\$ (0.61)</u>	<u>\$ —</u>
Weighted average shares outstanding, Class B ordinary shares, basic and diluted	<u>8,560,274</u>	<u>7,500,000</u>
Basic and diluted net loss per ordinary share, Class B	<u>\$ (0.61)</u>	<u>\$ —</u>

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)

For the Year Ended December 31, 2021

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity (Deficit)
	Class A		Class B				
	Shares	Amount	Shares	Amount			
Balance—December 31, 2020	—	\$ —	8,625,000	\$ 863	\$ 24,137	\$ (11,513)	\$ 13,487
Accretion of Class A ordinary shares subject to possible redemption amount	—	—	—	—	(24,137)	(25,663,682)	(25,687,819)
Net loss	—	—	—	—	—	(25,041,289)	(25,041,289)
Balance—December 31, 2021	—	\$ —	8,625,000	\$ 863	\$ —	\$(50,716,484)	\$(50,715,621)

For The Period From December 9, 2020 (Inception) Through December 31, 2020

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity
	Class A		Class B				
	Shares	Amount	Shares	Amount			
Balance—December 9, 2020 (inception)	—	\$ —	—	\$ —	\$ —	\$ —	\$ —
Issuance of Class B ordinary shares to Sponsor	—	—	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

The accompanying notes are an integral part of these financial statements.

**QUEEN'S GAMBIT GROWTH CAPITAL
CONSOLIDATED STATEMENT OF CASH FLOWS**

	For the Year Ended December 31, 2021	For The Period From December 9, 2020 (Inception) Through December 31, 2020
Cash Flows from Operating Activities:		
Net loss	\$ (25,041,289)	\$ (11,513)
Adjustments to reconcile net loss to net cash used in operating activities:		
General and administrative expenses paid by related party under note payable	209	—
Change in the fair value of derivative liabilities	8,856,310	—
Loss on issuance of private placement warrants	6,052,000	—
Due from related party	(25,848)	—
Income from investments held in the Trust Account	(92,122)	—
Financing cost—derivative warrant liabilities	488,173	—
Changes in operating assets and liabilities:		
Prepaid expenses	(520,270)	—
Accounts payable	826,005	—
Accrued expenses	7,311,744	11,513
Net cash used in operating activities	(2,145,088)	—
Cash Flows from Investing Activities:		
Cash deposited in Trust Account	(345,000,000)	—
Net cash used in investing activities	(345,000,000)	—
Cash Flows from Financing Activities:		
Repayment of note payable to related party	(90,786)	—
Proceeds received from initial public offering, gross	345,000,000	—
Proceeds received from private placement	8,900,000	—
Offering costs paid	(5,989,415)	—
Net cash provided by financing activities	347,819,799	—
Net change in cash	674,711	—
Cash—beginning of the period	—	—
Cash—end of the period	\$ 674,711	\$ —
Supplemental disclosure of non-cash investing and financing activities:		
Offering costs included in accounts payable	\$ —	\$ 10,000
Offering costs included in accrued expenses	\$ 70,000	\$ 178,000
Offering costs paid by related party under promissory note	\$ 23,034	\$ 67,543
Deferred offering costs paid in exchange for issuance of Class B ordinary shares to Sponsor	\$ —	\$ 25,000
Deferred underwriting commissions	\$ 9,996,000	\$ —

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” or “SPAC”) 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, 2021, 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 6).

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 5).

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

[Table of Contents](#)

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 5) 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 shall 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

[Table of Contents](#)

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 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.

Proposed Business Combination

On July 28, 2021, 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 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"), entered into a business combination agreement (the "Business Combination Agreement"), pursuant to which, among other things, (a) 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 shares of \$1.00 par value per share of BVI Merger Sub (each, a "BVI Merger Sub Common Share"), (b) 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 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 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 (the

Table of Contents

“BVI Merger Sub Distribution”), (d) following the BVI Merger Sub Distribution, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into Swvl (the “Swvl Merger”, and together with the SPAC Merger, the “Mergers”), with Swvl surviving the Swvl Merger as a wholly owned subsidiary of Holdings (Swvl, in its capacity as the surviving company of the Swvl Merger, is sometimes referred to herein as, and from and after the Swvl Merger shall mean, the “Surviving Subsidiary Company”). The transactions contemplated in the Business Combination Agreement, together with the other transactions related thereto, are referred to herein as the “Proposed Transaction.” References herein to “SPAC” shall refer to Queen’s Gambit Growth Capital for all periods prior to completion of the SPAC Merger and to the SPAC Surviving Company for all periods after completion of the SPAC Merger.

At the effective time of the SPAC Merger (the “SPAC Merger Effective Time”)

- a) 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:
 - i. 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;
 - ii. each Class A ordinary share of SPAC 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
 - iii. each Class B ordinary share of SPAC, will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B;
- b) 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
- c) without duplication of the foregoing, each unit of SPAC, 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.

In connection with the Proposed Transaction, we filed our registration statement on Form F-4 (File No. 333-259800), as amended from time to time, with the SEC, by Holdings, on September 27, 2021 and were declared effective on March 15, 2022. A definitive prospectus/proxy statement on Form DEF 14A (File No. 001-39908) was filed by the Company with the SEC on March 15, 2022.

Business Combination Agreement Amendments

On January 31, 2022, the Company, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the First Amendment to the Business Combination Agreement (the “First Amendment”), pursuant to which, subject to terms and conditions therein, the parties thereto amended certain terms therein. Further, on March 3, 2022, the Company, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the Second Amendment to the Business Combination Agreement (the “Second Amendment”), pursuant to which, subject to the terms and conditions therein, the parties thereto extended the Outside Date (as defined in the Business Combination Agreement) to May 31, 2022.

[Table of Contents](#)

Forward Purchase Agreement and FPA Termination Agreement

On November 15, 2021, the Company and ACM ARRT VII B, LLC, a Delaware limited liability company (“Seller”), entered into an agreement (the “Forward Purchase Agreement”) for an OTC Equity Prepaid Forward Transaction (the “Forward Purchase Transaction”) with respect to the Company’s Class A ordinary shares and the Class A ordinary shares, par value \$0.0001, of Holdings, (“Holdings Common Shares A”) into which such Class A ordinary shares of the Company were to be converted in the Proposed Transactions. The Forward Purchase Agreement was subsequently terminated pursuant to that certain Termination Agreement dated and effective as of January 30, 2022 (“FPA Termination Agreement”), whereby the parties agreed that no further payments or deliveries are due by either party in respect of the Forward Purchase transaction (whether in cash, shares or otherwise) and agreed to release each other from any and all liabilities arising from, related to or in connection with the Forward Purchase Agreement, including with respect to Seller’s redemption rights. As a result of the termination of the Forward Purchase Agreement and pursuant to that FPA Termination Agreement, the Forward Purchase Agreement is of no further force and effect.

Subscription Agreement and Subscription Termination Agreement

On November 15, 2021, the Company, Swvl, and Holdings, entered into a subscription agreement (the “Subscription Agreement”), with an investor affiliated with the Seller (the “Subscriber”), pursuant to which the Subscriber agreed to purchase, and Holdings agreed to sell to the Subscriber, an aggregate of 200,000 newly issued Holdings Common Shares A for a purchase price of \$10.00 per share and an aggregate purchase price of \$2,000,000, in a private placement. The Subscription Agreement was entered into separately from and independently of the prior subscription agreements entered into by and between the Company, Swvl, Holdings, and a number of investors on July 28, 2021. On January 30, 2022, the Company, Swvl, Holdings, and the Subscriber entered into an agreement to terminate the Subscription Agreement (the “Subscription Termination Agreement”) effective as of such date. As a result of the termination of the Subscription Agreement pursuant to the Subscription Termination Agreement, the Subscription Agreement is of no further force and effect.

PIPE Subscription Agreements

In connection with the execution of the Business Combination Agreement, 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 “Acquired Shares”) in a private placement (the “Private Placement”) for an aggregate purchase price of \$100 million (the “PIPE Subscription Amount”).

The closing of the sale of the Acquired 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 Proposed Transactions.

Notwithstanding the foregoing, certain of the PIPE Investors have preliminarily agreed to pre-fund the Company with up to \$35 million of the aggregate PIPE Subscription Amount by purchasing exchangeable notes from the Company prior to the Closing (the “Company Exchangeable Notes”). Pursuant to the terms of the PIPE Subscription Agreements entered into with such PIPE Investors, such PIPE Investors, Holdings and the Company are required to cooperate in good faith to negotiate and execute definitive documentation in respect of such Company Exchangeable Notes within ten business days following the date of the PIPE Subscription Agreements. Upon the issuance of a Company Exchangeable Note to any such PIPE Investor, the PIPE Subscription Amount of such PIPE Investor shall be reduced by the purchase price of such Company Exchangeable Note. At the Closing, each Company Exchangeable Note will be automatically exchanged into Holdings Common Shares A at an exchange price of \$8.50 per share. The issuance of the Company Exchangeable Notes will not be registered

[Table of Contents](#)

under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

The Proposed Transaction is subject to customary closing conditions and is further described in the Company's Current Report on Form 8-K filed with the SEC on July 28, 2021. The Business Combination Agreement and the form of PIPE Subscription Agreement are included with the Current Report on Form 8-K filing and the 8-K filed with the SEC on November 15, 2021.

Liquidity and Going Concern

As of December 31, 2021, the Company had approximately \$675,000 in its operating bank account and working capital deficit of approximately \$7.0 million.

In connection with the Company's assessment of going concern considerations in accordance with FASB ASC 205-40, "Presentation of Financial Statements—Going Concern" management has determined that if the Company is unable to complete a Business Combination by January 23, 2023, then the Company will cease all operations except for the purpose of liquidating. The date for mandatory liquidation and subsequent dissolution as well as the Company's working capital deficit raise substantial doubt about the Company's ability to continue as a going concern. No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after the Combination Period. The Company intends to complete a Business Combination before the mandatory liquidation date.

Note 2—Restatement of Previously Reported Financial Statement

In preparation of the Company's financial statements for the year ended December 31, 2021, the Company concluded it should restate its previously issued audited balance sheet as of January 22, 2021 as reported in the Company's Form 8-K for the audited balance sheet as of January 22, 2021 ("Post-IPO Balance Sheet") to classify all Class A ordinary shares subject to redemption in temporary equity and to classify its outstanding warrants as liabilities.

In accordance with ASC 480-10-S99, redemption provisions not solely within the control of the Company, require ordinary shares subject to redemption to be classified outside of permanent equity. The Company had previously classified a portion of its Class A ordinary shares in permanent equity, or total shareholders' equity. Although the Company did not specify a maximum redemption threshold, its Amended and Restated Memorandum and Articles of Association currently provides that, the Company will not redeem its public shares in an amount that would cause its net tangible assets to be less than \$5,000,001. Previously, the Company did not consider redeemable shares classified as temporary equity as part of net tangible assets. Effective with these financial statements, the Company restated this interpretation to include temporary equity in net tangible assets.

Additionally, the Company reevaluated the accounting treatment of (i) the 11,500,000 warrants (the "Public Warrants") that were included in the units issued by the Company in its Initial Public Offering and (ii) the 5,933,333 Private Placement Warrants that were issued to the Company's sponsor in a private placement that closed concurrently with the closing of the Initial Public Offering (together with the Public Warrants, the "Warrants"). The Company previously classified the Warrants in shareholders' equity. In further consideration of the guidance in FASB ASC Topic 815, "Derivatives and Hedging" ("ASC 815"), the Company concluded that a provision in the warrant agreement related to certain tender or exchange offers precludes the Warrants from being accounted for as components of equity. As the Warrants meet the definition of a derivative as contemplated in ASC 815, the Warrants should be recorded as derivative liabilities on the balance sheet and measured at fair value at inception (on the date of the Initial Public Offering) and at each subsequent reporting date, with changes in fair value recognized in income and losses.

In accordance with FASB ASC Topic 340, "Other Assets and Deferred Costs," as a result of the classification of the Warrants as derivative liabilities, the Company expensed a portion of the offering costs

[Table of Contents](#)

originally recorded as a reduction in equity. The portion of offering costs that was expensed was determined based on the relative fair value of the Public Warrants and Class A ordinary shares included in the Units.

In accordance with SEC Staff Accounting Bulletin No. 99, “Materiality,” and SEC Staff Accounting Bulletin No. 108, “Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements,” the Company evaluated the corrections and has determined that the related impact was material to the previously filed financial statement that contained the error, reported in the Company’s Form 8-K for the audited balance sheet as of January 22, 2021. Therefore, the Company, in consultation with its Audit Committee, concluded that the Post-IPO Balance Sheet should be restated to present all Class A ordinary shares subject to possible redemption as temporary equity and to recognize accretion from the initial book value to redemption value at the time of its Initial Public Offering, and to classify all outstanding Warrants as liabilities. As such, the Company is reporting the restatements to the Post-IPO Balance Sheet in this annual report. The previously presented Post-IPO Balance Sheet should no longer be relied upon.

The impact of the restatement to the Post-IPO Balance Sheet is the reclassification of 2,495,700 Class A ordinary shares from permanent equity to Class A ordinary shares subject to possible redemption and reclassification of approximately \$25.0 million of Warrants as liabilities as presented below:

	As of January 22, 2021		
	As Previously Reported	Restatement Adjustment	As Restated
Balance Sheet			
Total assets	<u>\$348,214,800</u>	<u>\$ —</u>	<u>\$348,214,800</u>
Liabilities, Class A ordinary shares subject to redemption and shareholders’ equity			
Total current liabilities	\$ 489,478	\$ —	\$ 489,478
Deferred underwriting commissions	9,996,000	—	9,996,000
Derivative warrant liabilities	—	24,957,000	24,957,000
Total liabilities	10,485,478	24,957,000	35,442,478
Class A ordinary shares, \$0.0001 par value; shares subject to possible redemption	332,729,320	12,270,680	345,000,000
Shareholders’ equity			
Preferred stock—\$0.0001 par value	—	—	—
Class A ordinary shares—\$0.0001 par value	123	(123)	—
Class B ordinary shares—\$0.0001 par value	863	—	863
Additional paid-in-capital	5,037,397	(5,037,397)	—
Accumulated deficit	(38,381)	(32,190,160)	(32,228,541)
Total shareholders’ equity	5,000,002	(37,227,680)	(32,227,678)
Total liabilities, Class A ordinary shares subject to possible redemption and shareholders’ equity	<u>\$348,214,800</u>	<u>\$ —</u>	<u>\$348,214,800</u>
Shares of Class A ordinary shares subject to redemption	33,272,932	1,227,068	34,500,000
Shares of Class A non-redeemable ordinary shares	1,227,068	(1,227,068)	—

Note 3—Summary of Significant Accounting Policies and Basis of Presentation

Basis of Presentation and Principles of Consolidation

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.

[Table of Contents](#)

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 of 2002, 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.

Use of Estimates

The preparation of these consolidated financial statements in conformity with 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 consolidated 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 consolidated 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.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. As of December 31, 2021 and 2020, there were no cash equivalents.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation coverage limit of \$250,000, and any cash held in the Trust Account. As of December 31, 2021 and 2020, the Company had not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

Investments Held in the Trust Account

The Company’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

[Table of Contents](#)

money market funds that invest in U.S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company's investments held in the Trust Account are comprised of U.S. government securities, the investments are classified as trading securities. When the Company'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 consolidated statement of operations. The estimated fair values of investments held in the Trust Account are determined using available market information.

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.

Fair Value of Financial Measurements

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers consist of:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

Derivative Warrant Liabilities

The Company does not use derivative instruments to hedge its exposures to cash flow, market, or foreign currency risks. Management evaluates all of the Company's financial instruments, including issued warrants to purchase its 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 Public Warrants and the Private Placement Warrants are recognized as derivative liabilities in accordance with ASC 815. Accordingly, the Company recognized 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 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

[Table of Contents](#)

trading price. The initial and subsequent fair value of the Private Placement Warrants was estimated using a Modified Black-Scholes model. The determination of the fair value of the warrant liabilities 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.

Offering Costs Associated with the Initial Public Offering

Offering costs consisted of legal, accounting, underwriting fees and other costs incurred that were directly related to the Initial Public Offering. Offering costs are allocated to the separable financial instruments issued in the Initial Public Offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with warrant liabilities are expensed as incurred, presented as non-operating expenses in the consolidated statements of operations. Offering costs associated with the Public Shares were charged against the carrying value of Class A ordinary shares upon the completion of the Initial Public Offering. Of the total offering costs of the Initial Public Offering, approximately \$0.5 million is included in financing cost-derivative warrant liabilities in the consolidated statements of operations and \$15.7 million were charged against the carrying value of Class A ordinary shares. The Company classifies deferred underwriting commissions 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

The Company accounts for its Class A ordinary shares subject to possible redemption in accordance with the guidance in ASC Topic 480. Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Shares of conditionally redeemable Class A ordinary shares (including 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 the Company's control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders' equity. The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of uncertain future events. Accordingly, as of the Initial Public Offering, 34,500,000 Class A ordinary shares subject to possible redemption are presented as temporary equity, outside of the shareholders' equity section of the Company's consolidated balance sheets.

The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of the Class A ordinary shares subject to possible redemption to equal the redemption value at the end of each reporting period. Effective with the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount, which resulted in charges against additional paid-in capital (to the extent available) and accumulated deficit.

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, 2021 and 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, 2021 and 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.

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,

[Table of Contents](#)

income taxes are not reflected in the Company's consolidated 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.

Net Income (Loss) Per Ordinary Share

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." The Company has two classes of ordinary shares, which are referred to as Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of ordinary shares. Net income (loss) per ordinary share is calculated by dividing the net income (loss) by the weighted average ordinary shares outstanding for the respective period.

The calculation of diluted net income per ordinary share does not consider the effect of the warrants issued in connection with the Initial Public Offering and the Private Placement to purchase an aggregate of 17,433,333 Class A ordinary shares in the calculation of diluted income per share, because their exercise is contingent upon future events, and their inclusion would be anti-dilutive under the treasury stock method. As a result, diluted net income (loss) per share is the same as basic net income (loss) per share for the year ended December 31, 2021. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value.

The following tables reflects presents a reconciliation of the numerator and denominator used to compute basic and diluted net income (loss) per share for each class of ordinary shares:

	For the Year Ended December 31, 2021	
	Class A	Class B
Net loss per ordinary share:		
<i>Numerator:</i>		
Allocation of net loss	\$ (19,822,579)	\$ (5,218,710)
<i>Denominator:</i>		
Basic and diluted weighted average ordinary shares outstanding	32,515,068	8,560,274
Basic and diluted net loss per ordinary share	<u>\$ (0.61)</u>	<u>\$ (0.61)</u>

	For the Period from December 9, 2020 (inception) Through December 31, 2020	
	Class A	Class B
Net loss per ordinary share:		
<i>Numerator:</i>		
Allocation of net loss	\$ —	\$ (11,513)
<i>Denominator:</i>		
Basic and diluted weighted average ordinary shares outstanding	—	7,500,000
Basic and diluted net loss per ordinary share	<u>\$ —</u>	<u>\$ (0.00)</u>

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

[Table of Contents](#)

qualify for the derivative scope exception, and it simplifies the diluted earnings per share calculation in certain areas. The Company adopted ASU 2020-06 on January 1, 2021. The Company elected the modified retrospective method for transition. Adoption of the ASU did not have a material impact on the Company's financial position, results of operations or cash flows.

Management does not believe that any other recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on the Company's consolidated financial statements.

Note 4—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 7).

Note 5—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.

Table of Contents

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 December 31, 2020, there was an outstanding balance of approximately \$68,000. The Company borrowed approximately \$91,000 under the Note and repaid the Note in full on January 28, 2021. Subsequent to the repayment, the facility was no longer available to the Company.

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, 2021 and 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 an affiliate of 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 would cease paying these monthly fees. On June 21, 2021, the Company entered into an amended letter agreement (the "Amended Administrative Support Agreement"), by and between the Company and the Sponsor, to confirm the agreement of the Company and the Sponsor that, to the extent requested by the Company, the Sponsor shall make available to the Company certain office space, utilities and secretarial and administrative support as may be reasonably required by the Company, and, upon the Sponsor's request and provision of documentation evidencing the reasonable amounts incurred to provide such office space or support, the Company shall reimburse the Sponsor for such amounts in cash, provided that such reimbursement shall not exceed \$240,000 in the aggregate. As of December 31, 2021 and 2020, the Company incurred \$200,000 and \$0 for administrative support, respectively.

Due from Related Party

As of December 31, 2021, we had \$26,000 due from an affiliate of our Sponsor related to the Company's payment of invoices for shared vendors.

Note 6—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 7—Derivative Warrant Liabilities

The Company issued 11,500,000 warrants to purchase Class A ordinary shares to investors in the Company’s Initial Public Offering and simultaneously issued 5,933,333 Private Placement Warrants.

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

[Table of Contents](#)

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.

Redemption of warrants when the price per share of Class A Ordinary Shares equals or exceeds \$18.00

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

[Table of Contents](#)

- 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.

Redemption of warrants when the price per share of Class A Ordinary Shares equals or exceeds \$10.00

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 shall mean the volume-weighted average price of the Class A ordinary shares during the 10 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 8—Class A Ordinary Shares Subject to Possible Redemption

The Company’s Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company’s control and subject to the occurrence of future events. The Company is authorized to issue 350,000,000 shares of Class A ordinary shares with a par value of \$0.0001 per share. Holders of the Company’s Class A ordinary shares are entitled to one vote for each share. As of December 31, 2021, there were 34,500,000 shares of Class A ordinary shares outstanding, which were all subject to possible redemption and are classified outside of permanent equity in the consolidated balance sheets.

The Class A ordinary shares subject to possible redemption reflected on the consolidated balance sheets are reconciled on the following table:

Gross proceeds from Initial Public Offering	\$ 345,000,000
Less:	
Fair value of Public Warrants at issuance	(10,005,000)
Offering costs allocated to Class A ordinary shares subject to possible redemption	(15,682,819)
Plus:	
Accretion on Class A ordinary shares subject to possible redemption amount	25,687,819
Class A ordinary shares subject to possible redemption	<u>\$ 345,000,000</u>

Note 9—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, 2021 and 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, 2021, there was 34,500,000 Class A ordinary shares issued and outstanding, which were all subject to possible redemption and are classified outside of permanent equity in the balance sheets (see Note 8). As of December 31, 2020, there were no non-redeemable 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, 8,625,000 Class B ordinary shares were issued and outstanding, which reflected the share capitalizations as discussed in Note 5 and Note 10. 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 5). 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. As a result, as of December 31, 2021 and 2020, there were 8,625,000 Class B ordinary shares issued and outstanding.

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.

Note 10—Fair Value Measurements

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2021, and indicates the fair value hierarchy of the valuation techniques that the Company utilized to determine such fair value:

Description	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets:			
Investments held in Trust Account - Mutual Funds	\$345,092,122	\$ —	\$ —
Liabilities:			
Derivative warrant liabilities - Public Warrants	\$ 7,362,560	\$ —	\$ —
Derivative warrant liabilities - Private Warrants	\$ —	\$ —	\$26,450,750

There were no assets and liabilities measured at fair value on a recurring basis as of December 31, 2020.

Transfers to/from Levels 1, 2, and 3 are recognized at the beginning of the reporting period. The estimated fair value of the Public Warrants transferred from a Level 3 measurement to a Level 1 fair value measurement as the Public Warrants were separately listed and traded in March 2021. There were no other transfers to/from Levels 1, 2, and 3 during the year ended December 31, 2021.

Level 1 assets include investments in mutual funds that invest in government securities. The Company uses inputs such as actual trade data, benchmark yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

The fair value of the Public Warrants issued in connection with the Public Offering were initially measured at fair value using a Monte Carlo simulation model and subsequently, the fair value of the Public Warrants have been measured based on the listed market price of such warrants, a Level 1 measurement. The fair value of the Private Warrants was initially and subsequently estimated using a Modified Black-Scholes Model. For the year ended December 31, 2021, the Company recognized a net loss of \$8.9 million, resulting from the change in the fair value of the derivative warrant liabilities, presented as change in fair value of derivative warrant liabilities on the accompanying consolidated statements of operations.

The estimated fair value of the Private Placement Warrants, and the Public Warrants prior to being separately listed and traded, was determined using Level 3 inputs and inherent uncertainties are involved. If factors or assumptions change, the estimated fair values could be materially different. Inherent in a Monte Carlo simulation model and Black-Scholes model are assumptions related to expected stock-price volatility, expected life, risk-free interest rate and dividend yield. The Company estimated the volatility of its ordinary share warrants based on implied volatility from the Company's traded warrants and from historical volatility of select peer company's ordinary shares that matches the expected remaining life of the warrants. The risk-free interest rate is based on the U.S. Treasury zero-coupon yield curve on the grant date for a maturity similar to the expected remaining life of the warrants. The expected life of the warrants is assumed to be equivalent to their remaining contractual term. The dividend rate is based on the historical rate, which the Company anticipates remaining at zero.

[Table of Contents](#)

The following table provides quantitative information regarding Level 3 fair value measurements inputs at their measurement dates:

	As of January 22, 2021	As of December 31, 2021
Volatility	15%, 34%	55.6%
Stock price	\$ 9.71	\$ 9.90
Years to expected Business Combination	6.5	0.53
Risk-free rate	0.69%	1.27%
Dividend yield	0.0%	0.0%

The change in the fair value of derivative warrant liabilities, measured with Level 3 inputs, for the year ended December 31, 2021 is summarized as follows:

Level 3—Derivative Warrant liabilities at January 1, 2021	\$ —
Issuance of Public and Private Warrants	24,957,000
Transfer of Public Warrants out of Level 3 to Level 1	(10,005,000)
Change in fair value of derivative warrant liabilities—Level 3	11,498,750
Derivative Warrant liabilities at December 31, 2021—Level 3	<u>26,450,750</u>

Note 11—Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date the financial statements were issued. Based upon this review, other than disclosed in Note 1 with respect to the Proposed Transaction and related agreement, the Company did not identify any other the Company did not identify any other subsequent events that would have required adjustment or disclosure in the financial statements which have not previously been disclosed within the financial statements.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers

Our memorandum and articles of association, the BVI Business Companies Act, (as amended), and the common law of the British Virgin Islands allow us to indemnify our officers and directors from certain liabilities. Our memorandum and articles of association provide that we may indemnify, hold harmless and exonerate against all direct and indirect costs, fees and expenses of any type or nature whatsoever, any person who (a) is or was a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a director, officer, key employee or adviser of our company; or (b) is or was, at the request of our company, serving as a director of, or in any other capacity is or was acting for, another Enterprise.

The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the relevant indemnitee did not act honestly and in good faith and with a view to the best interests of our company or that such indemnitee had reasonable cause to believe that his conduct was unlawful.

We may purchase and maintain insurance, purchase or furnish similar protection or make other arrangements including, but not limited to, providing a trust fund, letter of credit, or surety bond in relation to any indemnitee or who at our request is or was serving as a Director, officer or liquidator of, or in any other capacity is or was acting for, another Enterprise, against any liability asserted against the person and incurred by him in that capacity, whether or not we have or would have had the power to indemnify him against the liability as provided in our memorandum and articles of association.

We have insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these officers and directors pursuant to our indemnification obligations or otherwise as a matter of law.

We have entered into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the BVI Companies Act, 2004 or our charter. These indemnification agreements require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees or other agents or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have 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.

Item 7. Recent Sales of Unregistered Securities

In the past three years, we have issued the following securities that were not registered under the Securities Act. Each of these securities were issued in reliance upon the exemptions provided by Section 4(a)(2) and/or Regulation S under the Securities Act. No underwriters were involved in these issuances of securities.

- In connection with the closing of the Business Combination, on March 31, 2022, we assumed an aggregate of 5,933,333 Private Placement Warrants.
- In connection with the PIPE Subscription Agreements, we issued to the PIPE Investors Class A Ordinary Shares for a purchase price of \$10.00 per share, representing an aggregate purchase price of \$39.7 million. In addition, Legacy Swvl issued \$71.8 million of Swvl Exchangeable Notes to investors, including certain of the PIPE Investors, which such Swvl Exchangeable Notes were automatically exchanged for Class A Ordinary Shares. The aggregate number of Class A Ordinary Shares issued as of the date of this prospectus in connection with the PIPE Subscription Agreements and the Swvl Exchangeable Notes was 12,188,711.
- In connection with the equity line financing with B. Riley, we issued 386,971 Class A Ordinary Shares to B. Riley on April 6, 2022 as consideration for B. Riley's commitment under the purchase agreement to purchase our Class A Ordinary Shares.

Table of Contents

Item 8. Exhibits

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1 †	<u>Business Combination Agreement, dated July 28, 2021 by and among SPAC, Legacy Swvl, the Company, Cayman Merger Sub, and BVI Merger Sub, incorporated by reference to Annex A-1 to Amendment No. 7 to the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
2.2 †	<u>First Amendment to the Business Combination Agreement, dated January 31, 2022, by and among SPAC, Legacy Swvl, the Company, Cayman Merger Sub and BVI Merger Sub, incorporated by reference to Annex A-2 to Amendment No. 7 to the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
2.3	<u>Second Amendment to the Business Combination Agreement, dated March 3, 2022, by and among SPAC, Legacy Swvl, the Company, Cayman Merger Sub and BVI Merger Sub, incorporated by reference to Annex A-3 to Amendment No. 7 to the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
3.1	<u>Second Amended and Restated Memorandum and Articles of the Company, incorporated by reference to exhibit 1.1 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
4.1	<u>Specimen Class A Ordinary Certificate, incorporated by reference to exhibit 4.4 to Amendment No. 7 to the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
4.2	<u>Specimen Warrant Certificate, incorporated by reference to exhibit 4.5 to Amendment No. 7 to the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
4.3	<u>Warrant Agreement, dated January 19, 2021, between SPAC and Continental Stock Transfer & Trust Company, as warrant agent, incorporated by reference to exhibit 2.4 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
4.4	<u>Warrant Assignment, Assumption and Amendment Agreement, dated March 30, 2022, by and among SPAC, the Company and Continental Stock Transfer & Trust Company, incorporated by reference to exhibit 2.5 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
5.1#	<u>Opinion of Cravath, Swaine & Moore LLP.</u>
5.2#	<u>Opinion of Maples and Calder.</u>
10.1	<u>Form of Swvl Transaction Support Agreement, incorporated by reference to exhibit 4.4 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.2	<u>Form of SPAC Shareholder Support Agreements, incorporated by reference to exhibit 10.2 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.3	<u>Company Shareholders' Agreement, dated as of July 28, 2021, by and among the Company, the Sponsor and certain shareholders of the Company, incorporated by reference to exhibit 4.6 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>

Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
10.4	<u>Registration Rights Agreement, dated July 28, 2021, by and among Legacy Swvl, SPAC, the Sponsor, the Company and certain shareholders of Legacy Swvl, incorporated by reference to exhibit 4.7 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.5	<u>Form of Lock-Up Agreement, incorporated by reference to exhibit 4.8 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.6	<u>Sponsor Agreement, dated July 28, 2021, by and among Legacy Swvl, SPAC and the Sponsor, incorporated by reference to exhibit 4.9 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.7	<u>Form of Swvl Exchangeable Note, incorporated by reference to exhibit 10.7 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.8	<u>Form of Subscription Agreement, dated July 28, 2021, by and among Pivotal Holdings Corp, Legacy Swvl and SPAC, incorporated by reference to exhibit 4.28 to the Company's Annual Report on Form 20-F (File No. 001-41339) filed with the SEC on April 15, 2022.</u>
10.9†	<u>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, incorporated by reference to exhibit 10.8 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.10	<u>Ordinary Shares Purchase Agreement, dated as of March 22, 2022, by and among the Company, Legacy Swvl and B. Riley Principal Capital, LLC, incorporated by reference to exhibit 4.12 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.11	<u>Amendment No. 1 to Ordinary Shares Purchase Agreement, dated as of April 6, 2022, by and among the Company, Swvl Inc. and B. Riley Principal Capital, LLC, incorporated by reference to exhibit 99.1 to the Company's Report on Form 6-K (File No. 001-41339) filed with the SEC on April 7, 2022.</u>
10.12	<u>Amendment No. 2 to Ordinary Shares Purchase Agreement, dated as of April 14, 2022, by and among the Company, Swvl Inc. and B. Riley Principal Capital, LLC, incorporated by reference to exhibit 4.24 to the Company's Annual Report on Form 20-F (File No. 001-41339) filed with the SEC on April 15, 2022.</u>
10.13	<u>Registration Rights Agreement, dated as of March 22, 2022, by and among the Company, Legacy Swvl and B. Riley Principal Capital, LLC, incorporated by reference to exhibit 4.13 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.14	<u>Amendment No. 1 to Registration Rights Agreement, dated as of April 6, 2022, by and among the Company, Swvl Inc. and B. Riley Principal Capital, LLC, incorporated by reference to exhibit 99.2 to the Company's Report on Form 6-K (File No. 001-41339) filed with the SEC on April 7, 2022.</u>
10.15††	<u>Form of Company Omnibus Incentive Compensation Plan, incorporated by reference to exhibit 10.9 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>

Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
10.16††	<u>Employment Agreement, dated July 28, 2021, by and among Mostafa Kandil, the Company and Swvl Global FZE, incorporated by reference to exhibit 10.10 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.17††	<u>Swvl 2019 Share Option Plan, incorporated by reference to exhibit 10.12 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.18††	<u>Amendment to the Swvl 2019 Share Option Plan, dated July 28, 2021, incorporated by reference to exhibit 10.13 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.19††	<u>Form of Award Agreement to the Swvl 2019 Share Option Plan, incorporated by reference to exhibit 10.14 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.20††	<u>Amended and Restated Employment Agreement, dated March 31, 2022, by and among Youssef Salem, the Company and Swvl Global FZE, incorporated by reference to exhibit 4.19 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.21††	<u>Form of Notice of Stock Option Award under the Company Omnibus Incentive Compensation Plan, incorporated by reference to exhibit 4.20 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.22††	<u>Form of Notice of Restricted Stock Unit Award under the Company Omnibus Incentive Compensation Plan, incorporated by reference to exhibit 4.21 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.23	<u>Interim Management Agreement, dated November 10, 2021, by and among Swvl Jordan, Swvl Inc. and the individual holder of the shares of Swvl Jordan, incorporated by reference to exhibit 10.17 to Amendment No. 7 of the Company's Registration Statement on Form F-4 (File No. 333-259800) filed with the SEC on March 11, 2022.</u>
10.24†	<u>Sale and Purchase Agreement, dated March 24, 2022, by and between Rivertree Beteiligungsgesellschaft mbH, Dr. Günther Lamperstorfer, KfW, Social Media Enterprises GmbH, Ariel Luedi, Dr. Tom Kirschbaum, Maxim Nohroudi, Blirz B22-203 GmbH and Swvl Inc., incorporated by reference to exhibit 4.23 to the Company's Shell Company Report on Form 20-F (File No. 001-41339) filed with the SEC on March 31, 2022.</u>
10.25*†	<u>Sale and Purchase Agreement, dated April 29, 2022, by and between Mohamad Ali Al Halabi, Khaleej 1 Ltd, HEDEF ARAÇ, KİRALAMA VE SERVİS A.Ş., March Holding Limited, Stichting DAI & Members, Stichting Turkish Investors, Stichting MEVP Investors, Lill CVC SAPI de CV, Wamda Seed Limited, Stichting Volt Lines ESOP, Commoditynet Holding B.V., WSH Ltd., Southeast Europe Equity Fund II, LP, Swvl Global FZE, Swvl Inc. and Volt Lines B.V.</u>
10.26*†	<u>Share Sale and Purchase Agreement dated April 28, 2022, between the Investor Sellers, the Management Sellers, the Minority Sellers (each as defined therein), Swvl Holdco Corp, Swvl Global FZE and Swvl Holdings Corp.</u>
21.1	<u>List of Subsidiaries of Swvl Holdings Corp, incorporated by reference to exhibit 8.1 to the Company's Annual Report on Form 20-F (File No. 001-41339) filed with the SEC on April 15, 2022.</u>
23.1*	<u>Consent of Grant Thornton Audit and Accounting Limited (Dubai Branch).</u>
23.2*	<u>Consent of WithumSmith+Brown, PC.</u>
23.3#	<u>Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.1).</u>
23.4#	<u>Consent of Maples and Calder (included in Exhibit 5.2).</u>

Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
101.INS#	XBRL Instance Document
101.SCH#	XBRLTaxonomy Extension Schema Document
101.CAL#	XBRLTaxonomy Extension Calculation Linkbase Document
101.DEF#	XBRLTaxonomy Extension Definition Linkbase Document
101.LAB#	XBRLTaxonomy Extension Label Linkbase Document
101.PRE#	XBRLTaxonomy Extension Presentation Linkbase Document
104#	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101).
107#	Filing Fee Table.

* Filed herewith.

Previously filed.

† 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 9. 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;
 - (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% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (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, 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. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished; provided, that the registrant includes in the prospectus, by means of a post-

Table of Contents

effective amendment, financial statements required pursuant to this paragraph and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements;

- (5) That, for the purpose of determining liability under the Securities Act to any purchaser,
- (i) if the registrant is relying on Rule 430B;
 - (A) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
 - (B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;
 - (i) if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
- (6) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

Table of Contents

- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act 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 Securities 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 Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

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 May 27, 2022.

SWVL HOLDINGS CORP

By: /s/ Mostafa Kandil

Name: Mostafa Kandil

Title: Chief Executive Office, Chairman

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
<u>/s/ Mostafa Kandil</u> Mostafa Kandil	Chief Executive Officer, Chairman <i>(Principal Executive Officer)</i>	May 27, 2022
<u>/s/ Youssef Salem</u> Youssef Salem	Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	May 27, 2022
<u>*</u> Dany Farha	Independent Director	May 27, 2022
<u>*</u> W. Steve Albrecht	Independent Director	May 27, 2022
<u>*</u> Esther Dyson	Independent Director	May 27, 2022
<u>*</u> Victoria Grace	Independent Director	May 27, 2022
<u>*</u> Ahmed Sabbah	Director	May 27, 2022

[Table of Contents](#)

Name	Title	Date
* _____ Lone Fønss Schrøder	Independent Director	May 27, 2022
* _____ Bjorn von Sivers	Independent Director	May 27, 2022
* _____ Gbenga Oyeboade	Independent Director	May 27, 2022

* Pursuant to power of attorney

/s/ Mostafa Kandil

Attorney-in-fact

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act of 1933, as amended, the undersigned, a duly authorized representative of Swvl Holdings Corp in the United States, has signed the registration statement in the City of New York, State of New York on May 26, 2022.

COGENCY GLOBAL INC.

By: /s/ Colleen A. De Vries

Name: Colleen A. De Vries

Title: Senior Vice President on behalf of Cogency
Global Inc., Authorized Representative in the United
States

**AGREEMENT FOR THE SALE AND PURCHASE OF THE
ENTIRE ISSUED SHARE CAPITAL OF:**

VOLT LINES B.V.

**ENTERED INTO BY AND BETWEEN
THE PARTIES SET FORTH HEREINAFTER**

AMSTERDAM, 29 APRIL 2022

CONTENT

1. DEFINITIONS AND INTERPRETATION	6
2. SALE, PURCHASE AND TRANSFER OF THE SHARES	12
3. PURCHASE PRICE	13
4. DEBT, CASH AND WORKING CAPITAL CERTIFICATE	16
5. CONDITIONS PRECEDENT	16
6. INTERIM PERIOD	17
7. CLOSING	18
8. SELLER'S LIABILITY REGIME	20
9. CLAIMS PROCEDURE	23
10. PAYMENT AND SET OFF OF CLAIMS	24
11. SELLERS' LIABILITY	24
12. REPRESENTATIONS AND WARRANTIES OF THE BUYER AND SWVL HOLDINGS	25
13. JOINT AND SEVERAL LIABILITY BETWEEN BUYER AND SWVL HOLDINGS	26
14. NON-COMPETE UNDERTAKING	26
15. CONFIDENTIALITY	27
16. FURTHER ASSURANCES	27
17. ASSIGNMENT OF THE AGREEMENT	27
18. TAXES AND EXPENSES	27
19. ENTIRE AGREEMENT	28
20. NO IMPLIED WAIVER	28
21. VARIATIONS	28
22. NO RESCISSION	28
23. INVALIDITY	28
24. NOTARIAL INDEPENDENCE	28
25. NOTICES AND COMMUNICATIONS	28
26. GOVERNING LAW AND JURISDICTION	32
27. COUNTERPARTS	33
Schedule 1 -Company Capitalization	38
Schedule 2 – Buyer's Group Structure	41
Schedule 3 – Purchase Price Allocation	42
Schedule 4 – Milestones	44
Schedule 5 – Swvl Shares Undertakings	45
Schedule 6 – Calculation of Net Financial Debt	46
Schedule 7 – Resource Commitment Instalments	47
Schedule 8 – Seller's Warranties	48

**SALE AND PURCHASE
AGREEMENT**

This Agreement is entered into on 29 April 2022 and effective as of 24 April 2022 (the “**Effective Date**”) by and between:

1. **Mohamad Ali Al Halabi**, a Lebanese citizen of legal age, born in Saida Lebanon, on 2 March 1984, whose elected domicile for the purpose of this Agreement is Al Reem Island, The Gate District, Gate Tower II, 3117, Abu Dhabi, UAE (“**Seller 1**” or the “**Founder**”);
2. **Khaleej 1 Ltd**, a Cayman Islands exempted company, registered under number MC-295287, whose registered office is at P.O Box 309, Uglan House, Grand Cayman, KYI-1104, Cayman Islands, acting as the agent and the nominee of MEVFII (“**Seller 2**”);
3. **HEDEF ARAÇ KİRALAMA VE SERVİS A.Ş.**, a joint stock company organized and validly existing under the laws of the Republic of Turkey, registered at İstanbul Trade Registry under registration number 508266, having its principal office located at Ofishane, Merkez Mahallesi Cendere Caddesi No:22 Kat:12-13 Kağıthane, İstanbul (“**Seller 3**”);
4. **March Holding Limited**, a limited liability company under the laws of the United Arab Emirates, having its registered office at Unit 110&111 Level 01 Gate Village Building 06, Dubai Financial Centre, Dubai, United Arab Emirates, registered with the Dubai registrar under number 2441 (“**Seller 4**”);
5. **Stichting DAI & Members**, a foundation (*stichting*) duly incorporated and validly existing under the laws of the Netherlands, with its registered offices at Maslak Mah. AOS 55. Sokak 42, Maslak Sitesi, No: 4 / 557, 34396 Sariyer, Istanbul, Turkey and registered with the trade Register of the Dutch Chamber of Commerce under number 75526174 (“**Seller 5**”);
6. **Stichting Turkish Investors**, a foundation (*stichting*) duly incorporated and validly existing under the laws of the Netherlands, with its registered offices at Maslak Mah. AOS 55. Sokak 42, Maslak Sitesi, No: 4 / 557, 34396 Sariyer, Istanbul, Turkey and registered with the trade Register of the Dutch Chamber of Commerce under number 75526034 (“**Seller 6**”);
7. **Stichting MEVP Investors**, a foundation (*stichting*) duly incorporated and validly existing under the laws of the Netherlands, with its registered offices at Maslak Mah. AOS 55. Sokak 42, Maslak Sitesi, No: 4 / 557, 34396 Sariyer, Istanbul, Turkey and registered with the trade Register of the Dutch Chamber of Commerce under number 75526182 (“**Seller 7**”);
8. **Lill CVC SAPI de CV**, a company organized and validly existing under the laws of Mexico having its registered address at Artilleros 123, Colonia 7 de Julia, Venustiano Carranza, Ciudad de Mexico, 15390, Mexico, under registration number LCV1806086QA (“**Seller 8**”);
9. **Wamda Seed Limited**, a company organized and validly existing under the laws of the Cayman Islands, having its registered address at PO Box 309, Uglan House, Grand Cayman, KYI-1104, Cayman Islands, and registered with the register of companies under registration number 329833 (“**Seller 9**”);
10. **Stichting Volt Lines ESOP**, a foundation (*stichting*) duly incorporated and validly existing under the laws of the Netherlands, with its registered offices at Maslak Mah. AOS 55. Sokak 42, Maslak Sitesi, No: 4 / 557, 34396 Sariyer, Istanbul, Turkey and registered with the trade Register of the Dutch Chamber of Commerce under number 81990650 (“**Seller 10**”);
11. **Commoditynet Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, having its registered offices at Ambachtsweg 56 in 3542 DH, Utrecht, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 30271902 (“**Seller 11**”);
12. **WSH**, a Cayman Islands company limited by shares, having its registered office at P.O Box 309, Uglan House, Grand Cayman, KYI-1104, Cayman Islands, registered with the Cayman registrar under number MC- 230084 (“**Seller 12**”);

13. **Southeast Europe Equity Fund II, LP**, a Cayman Islands limited partnership, having its registered office at the address of c/o Intertrust Trustees (Cayman) Ltd, 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands KY1-9005, and having certificate of good standing of a partnership numbered OG 16589 issued by Registrar of Limited Partnerships Cayman Islands (“**Seller 13**”);
14. **Swvl GLOBAL FZE**, a Limited Liability Free Zone Establishment duly incorporated and validly existing 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**”), 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 A-18493071, who is duly authorized to sign and execute this agreement in his capacity as CEO of the Buyer;
15. **Swvl Holdings Corp**, 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 2070410, having its registered office at Maples Corporate Services (BVI) Limited Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Swvl Holdings**”), 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 A-18493071, who is duly authorized to sign and execute this agreement in his capacity as CEO and a director of Swvl Holdings; and
16. **Volt Lines B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, having its registered offices at Jan van Goyenkade 8, 1075 HP Amsterdam, the Netherlands registered with the Trade Register of the Dutch Chamber of Commerce under number 74802992 (the “**Company**”);

Parties 0 through 13 hereinafter collectively referred to as the “**Sellers**” and each individually as a “**Seller**”.

Parties 0 through 16 hereinafter collectively referred to as “**Parties**” and each individually as a “**Party**”.

RECITALS

- A.** The Sellers hold all issued and outstanding shares in the share capital of the Company (the “**Shares**”) in the proportions as set forth under Part I of **Schedule 1** (*Company Capitalization*).
- B.** The Company is the registered owner of the 100% share capital of:
- Volt Lines Akıllı Ulaşım Teknolojileri ve Taşımacılık Anonim Şirketi is a private joint stock company (*anonim şirket*) duly incorporated and existing under the laws of Turkey for an indefinite period of time, registered with the Istanbul Trade Registry (*İstanbul Ticaret Sicili*) under the number 104265-5, having its registered office at Sultan Selim Mah. Hümevra Sok. Nef 09 Sitesi B Blok No:7/217 Kagıthane/Istanbul, Turkey, and holder of the tax identification number 9250588457 (hereinafter, “**Volt Lines Turkey**”); and
 - Volt Lines MENA Limited, a private limited liability company duly incorporated and validly existing under the rules and regulations of Abu Dhabi Global Market, having its registered address at Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE, and registered with the ADGM registration authority under registration number 000005720 (hereinafter, “**Volt Lines MENA**”).
- the Company, Volt Lines Turkey and Volt Lines MENA hereinafter jointly referred to as the “**Companies**”.
- C.** The Companies are engaged in the business of the development, implementation and commercialization of new mobility and transport systems and more in particular, the Companies are the owner of (i) the passenger App (for iOS and Android) named “Volt Lines”, (ii) the driver App (for iOS and Android) named “Volt Lines”, used for the provision of mobility services (the “**Business**”).
- D.** Each of the Foundations has issued depositary receipts in respect of the Shares held by it to the entities and persons listed in Part II of **Schedule 1** (*Company Capitalization*) (such holders of depositary receipts hereinafter the “**DR Holders**”). Stichting Volt Lines ESOP has furthermore granted options to acquire depositary receipts in respect of Shares held by it under the terms laid down in the Company’s ESOP to the persons listed in Part III of **Schedule 1** (*Company Capitalization*) (such persons hereinafter the “**Option Holders**”).
- E.** Buyer’s group structure immediately preceding Closing is depicted in the structure chart attached as **Schedule 2** (*Buyer’s Group Structure*).
- F.** Swvl Holdings was engaged in a de-SPAC transaction, as a result the shareholders of Swvl Inc., a subsidiary of Swvl Holdings, ultimately became shareholders of Pivotal Holdings Corp, which had been trading in the NASDAQ Stock Exchange. Later on, the registered name of the Pivotal Holdings Corp was changed to Swvl Holdings Corp. According, to the terms and conditions set forth in this Agreement, Swvl Holdings 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 the issuance of Swvl Shares. Terms, conditions and tax and accountant implications arising from Swvl Holdings assuming the payment obligations of the Buyer will be agreed amongst them.
- G.** The Sellers have granted the Buyer the opportunity to conduct a due diligence investigation into documents selected by the Founder with respect to the Shares, the Companies and the Business, to which the Buyer and its Representatives were granted access through the Data Room. (the “**Due Diligence Investigation**”).
- H.** Each of the Parties obtained all necessary corporate and other internal approvals to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- I.** The Parties wish to set out the terms and conditions under which the Buyer shall purchase and the Sellers shall sell the Shares, as a result of which, after the transfer of the Shares to the Buyer, the Buyer shall become the sole shareholder of the Company.

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:

“**Accountant**” has the meaning set out in Clause 3.3.12;

“**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 with respect to an individual an associate shall also include children, parents, siblings, first cousins, nephews and spouses of such individual;

“**Agreement**” means the present agreement including the schedules and annexes thereto;

“**ARR or Annual Recurring Revenue**” means the total annual recurring revenue of the Companies (taken as a whole) which is equal to the monthly revenue of the Companies multiplied by twelve;

“**Authority**” means any international, supranational, European Union, national, federal, regional, provincial, municipal or other governmental body, authority or court exercising a legislative, judicial, executive, regulatory or self-regulatory, administrative or other governmental function and with jurisdiction in respect of the relevant matter;

“**Basket**” has the meaning set out in Clause 8.6.1.2;

“**Business**” has the meaning set out in Recital C;

“**Business Days**” means a day other than a Saturday or Sunday or a public holiday in Turkey and/or Netherlands on which the majority of the banks are open for business in Turkey or the Netherlands, other than for internet banking services only;

“**Buyer**” means Swvl GLOBAL FZE, as specified in the introduction;

“**Buyer’s Group**” the Buyer and any of its Affiliates from time to time including the Companies from Closing;

“**Buyer Milestones Statement**” has the meaning set out in Clause 3.3.8;

“**Buyer Warranties**” has the meaning set out in Clause 12;

“**Cash**” has the meaning set out in **Schedule 6 (Calculation of Net Financial Debt)**;

“**Cash Consideration**” has the meaning set out in Clause 3.2.1;

“**Claim**” means any claim by the Buyer against the Sellers under this Agreement;

“**Closing**” means completion of the matters described in Clause 7 including the transfer (*levering*) of the Shares pursuant to this Agreement;

“**Closing Date**” has the meaning set out in Clause 7.1;

“**Closing Notice**” has the meaning set out in Clause 5.2;

“**Commercially Reasonable Efforts**” means, with respect to the efforts to be expended by a Party with respect to any objective, obligation, covenant or agreement under this Agreement, reasonable, diligent good faith efforts to accomplish such objective, obligation, covenant or agreement as such Party would normally use to accomplish a similar objective, obligation, covenant or agreement as expeditiously as reasonably possible under similar circumstances exercising reasonable business judgement, it being understood and agreed that such efforts will include the exertion of efforts and utilization of resources that would be used by such Party in support of one of its own wholly owned businesses;

“**Commission**” means the U.S. Securities and Exchange Commission;

“**Company**” means Volt Lines B.V., as specified in the introduction;

“**Companies**” has the meaning set out in recital B;

“**Conditions Precedent**” has the meaning set out in Clause 5.1;

“**Confidential Information**” has the meaning set out in Clause 15.1;

“**Connected Person to the Sellers**” means, in respect of any Seller:

- (i) its Affiliates (excluding the Companies); 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 3.1;

“**Contingent Consideration Receivable**” has the meaning set out in Clause 3.3.1;

“**Contingent Swvl Shares**” has the meaning set out in Clause 3.3.2;

“**Contingent Swvl Shares Price**” has the meaning set out in Clause 3.3.2

“**Control**” means, with respect to the relevant person, (i) the direct or indirect ownership or control of more than 50% (fifty per cent) of the (a) ownership interests or (b) voting power at the general meeting or a similar body, of that person, or (ii) the right or ability to (a) appoint or remove or (b) direct the appointment or removal of, such number of the members of the management board, board of directors or a similar body of that person with the decisive voting power in such body;

“**Damages**” means damages (*vermogensschade*) within the meaning of article 6:96 *et seq* of the DCC and otherwise as determined in accordance with title 1, section 10 of book 6 of the DCC, but excluding loss of profits (*gederfde winst*) and consequential losses (*gevolgschade*), it further being understood that in calculating Damages, no multiple shall be applied;

“**Data Room**” means the virtual data room prepared by Sellers and made available to the Buyer and its Representatives through Google Drive for facilitating the Due Diligence Investigation during the period from 01 April 2022 to 22 April 2022;

“**DCC**” means the Dutch DCC (*Burgerlijk Wetboek*);

“**Debt, Cash and Working Capital Certificate**” has the meaning set out in Clause 4.1;

“**de Minimis Franchise**” has the meaning set out in Clause 8.5.1 ;

“**Deed of Transfer**” means the notarial deed of transfer of the Shares.

“**Disagreement Date**” has the meaning set out in Clause 3.3.12;

“**Disclosure Letter**” means the letter from the Sellers to the Buyer with annexes thereto in relation to the Sellers’ Warranties to be submitted by the Sellers to the Buyer ultimately 3 (three) Business Days prior to the Closing Date in a form acceptable to the Buyer;

“**DR Holders**” has the meaning set out in Recital D;

“**Due Diligence Investigation**” has the meaning set out in Recital G;

“**Effective Date**” has the meaning set out in the introduction;

“**Encumbrance**” means a pledge, mortgage or other security interest of any kind (other than pursuant to Law or constitutional document), or the commitment to create any of the foregoing and to **Encumber** shall be construed accordingly;

“**ESOP**” means the employee stock option plan adopted by the Company in favor of Volt Lines Turkey’s employees that was approved by the Company on 11 March 2021;

“**Eur**” or “**Euro**” means Euros, being one (1.00) USD equivalent to EUR 0.95;

“**FDI Authorization**” has the meaning set out in Clause 5.1;

“**Financial Statements**” has the meaning set out in section 2.3.1 of the Sellers’ Warranties.

“**Fixed Consideration**” means the consideration set forth in Clause 3.1;

“**Fixed Consideration Receivable**” has the meaning set out in Clause 3.2.1;

“**Foundations**” means Stichting DAI & Members, Stichting MEVP Investors, Stichting Turkish Investors and Stichting Volt Lines ESOP, collectively;

“**Founder**” means Mr. Ali Halabi, as specified in the introduction;

“**Fundamental Warranties**” has the meaning set out in Clause 8.1;

“**Gross Financial Debt**” has the meaning set out in in **Schedule 6** (*Calculation of Net Financial Debt*);

“**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;

“**Law(s)**” means any: (a) law; (b) constitution, decree, judgment, decision, legislation, order, ordinance, regulation, statute, treaty or other legislative or judicial or legal measure or practice of a regulatory authority; or (c) directive, regulation, practice, concession or requirement which has the force of law and is issued by any regulatory authority or central bank or other fiscal, monetary, regulatory, self-regulatory or other Authority or agency that has jurisdiction over the Companies or its business;

“**Lockup Expiry Date(s)**” has the meaning set out in **Schedule 5** (Swvl Shares Undertaking);

“**Long Stop Date**” means 1 November 2022;

“**Material Adverse Change**” means any event, circumstance, effect, or state of affairs or any combination thereof which is, or is reasonably likely to be, materially adverse to the business, operations, assets, properties, business or financial condition, results or prospects of any of the Companies after giving effect to the Transactions; provided, however, that any of the following shall not constitute a Material Adverse Change: (i) event, circumstance, effect, or state of affairs or any combination thereof that it caused by conditions affecting the economy in general or the economy of any nation or region in which any of the Companies conducts business that it material to the business of such the Companies, taken as a whole, (ii) any event, circumstance, effect, or state of affairs or any combination thereof that it caused by conditions affecting the industry and/or market in which the Companies are active and/or (iii) event, circumstance, effect, or state of affairs or any combination thereof that it caused by condition affecting the financial market;

“**Milestones**” means the milestones specified in **Schedule 4** (*Milestones*);

“**Milestones Term**” means the period between the Closing Date and the first anniversary of the Closing Date;

“**NASDAQ**” means National Association of Securities Dealers Automated Quotations;

“**Net Financial Debt**” means the financial debt of the Companies, calculated as provided in **Schedule 6** (*Calculation Net Financial Debt*);

“**Notary**” means Ms. I.N van den Bergh, civil-law notary (*notaris*), or her deputy (*plaatsvervanger*) or any other civil law notary of Van Campen & Partners N.V.;

“**Open Issues**” has the meaning set out in Clause 3.3.12;

“**Option Holders**” has the meaning set out in Recital D;

“**Parties**” means all parties to this Agreement as defined in the introduction to this Agreement and “**Party**” shall be construed accordingly;

“**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity;

“**Protected Swvl Shares**” has the meaning set out in **Schedule 5** (*Swvl Shares Undertakings*);

“**Purchase Price**” has the meaning set out in Clause 3.1;

“**Purchase Price Beneficiaries**” means the persons set out in **Schedule 3** (*Purchase Price Allocation*);

“**RC Instalment(s)**” has the meaning set out in Clause 3.4.1;

“Relevant Proportion” means in respect of a Seller its share in the Purchase Price which depends on the ultimate amount/value of the Purchase Price at the moment when (the relevant portion of) the Purchase Price is paid to such Seller;

“Representatives” means, in relation to a person, (i) any and all persons authorized to represent such person (whether or not such authority is subject to limitations), (ii) such person’s directors, officers and employees (whether or not authorized to represent such person) and (iii) any of the professional advisers of such person.

“Resource Commitment” has the meaning set out in Clause 3.4.1;

“Resource Commitment Deadline” has the meaning set out in Clause 3.4.1;

“Shareholders’ Agreement” means the shareholders’ agreement regarding the Company in force before the Effective Date;

“Shares” has the meaning set out in recital A;

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulation promulgated thereunder;

“Seller(s)” has the meaning set out in the introduction of this Agreement;

“Seller 1” has the meaning set out in the introduction of this Agreement;

“Seller 2” has the meaning set out in the introduction of this Agreement;

“Seller 3” has the meaning set out in the introduction of this Agreement;

“Seller 4” has the meaning set out in the introduction of this Agreement;

“Seller 5” has the meaning set out in the introduction of this Agreement;

“Seller 6” has the meaning set out in the introduction of this Agreement;

“Seller 7” has the meaning set out in the introduction of this Agreement;

“Seller 8” has the meaning set out in the introduction of this Agreement;

“Seller 9” has the meaning set out in the introduction of this Agreement;

“Seller 10” has the meaning set out in the introduction of this Agreement;

“Seller 11” has the meaning set out in the introduction of this Agreement;

“Seller 12” has the meaning set out in the introduction of this Agreement;

“Seller 13” has the meaning set out in the introduction of this Agreement;

“Sellers’ Group” the Sellers and any of their Affiliates from time to time with the exception of the Companies from Closing;

“Sellers Milestones Statement” has the meaning set out in Clause 3.3.9;

“**Sellers’ Warranties**” has the meaning set out in Clause 8.1;

“**Swvl Holdings**” has the meaning set out in recital F;

“**Swvl Shares**” has the meaning set out in Clause 3.2.2;

“**Swvl Shares Price**” has the meaning set out in Clause 3.2.2;

“**Swvl Shares Undertakings**” means the undertakings to be entered into by and between each of the Purchase Price Beneficiaries on the one hand and Swvl Holdings and the Buyer on the other hand, in which the undertakings as specified in **Schedule 5** (*Swvl Shares Undertakings*) shall be laid down.

“**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 Companies, 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 9.2.1;

“**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 and any other relevant document required for the Transaction to occur;

“**USD**”, US Dollars or “**\$**” means United States Dollars;

“**Volt Lines Turkey**” has the meaning set out in recital B;

“**Volt Lines MENA**” has the meaning set out in recital B;

“**Warranty Breach**” means any fact or circumstance which causes any of the Sellers’ Warranties to be untrue or misleading on the date of this Agreement or on the date of Closing;

“**Working Capital**” means the difference between assets and liabilities of the Companies at Closing;

1.2 In this Agreement, unless otherwise specified:

1.2.1 references to a “company” shall be construed so as to include any company, corporation or other body corporate or other legal entity, wherever and however incorporated or established;

1.2.2 references to clauses, paragraphs, schedules and annexes are to clauses, paragraphs, schedules and annexes to this Agreement;

1.2.3 references to a “person” shall be construed so as to include any private individual, legal entity (*rechtsperson*), firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality) and that person’s successors in title and permitted assigns and transferees;

- 1.2.4 any reference to a “day” or a number of “days” (without the explicit qualification of “Business” in front) shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice 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 or notice shall be deferred until, or may be taken or given, on the next Business Day;
- 1.2.5 any reference in this Agreement to “including” means “including, without limitation”;
- 1.2.6 words denoting the singular shall include the plural and vice versa;
- 1.2.7 headings to clauses and schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the schedules and annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules and annexes;
- 1.2.9 references to documents in the “agreed form” means a reference to a document in the form agreed between the relevant Parties as being final, subject to such amendments as may be agreed from time to time in writing between the relevant Parties;
- 1.2.10 any references to a “subsidiary” (*dochtermaatschappij*), “group company” (*groepsmaatschappij*) or “participation” (*deelneming*) are to be construed in accordance with articles 2:24a, 2: 24b and 2: 24c of the DCC;
- 1.2.11 references to “written’ or “in writing” include any mode of reproducing words in a legible and non-transitory form;
- 1.2.12 references to a law, provision of law or regulation includes a reference to that law, provision of law or regulation as amended or re-enacted from time to time, as well as to the law, provision of law or regulation by which it is replaced;
- 1.2.13 references to “Sellers’ knowledge” or words or expressions of a similar nature shall be deemed to refer to the conscious awareness of the Sellers or the Founder.
- 1.2.14 where information is qualified by the expression “fairly disclosed”, the information concerned is limited to the information which is or should be reasonably apparent to a prudent and diligent buyer or any of its Representatives placed in the same circumstances as the Buyer, the Buyer’s relevant Affiliates, or their respective Representatives after a diligent review thereof;
- 1.3 Terms in this Agreement refer to Dutch legal concepts only and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded. In respect of any jurisdiction other than the Netherlands, references to any Dutch legal concept shall be deemed to refer to the concept that most approximates to the Dutch legal term in that jurisdiction.
- 1.3.1 References to any Dutch legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall in respect of any jurisdiction other than the Netherlands be deemed to include what most nearly approximates in that jurisdiction to the Dutch legal term.

2. SALE, PURCHASE AND TRANSFER OF THE SHARES

- 2.1 The Sellers hereby sell the Shares to the Buyer and the Buyer hereby purchases the Shares from the Sellers, on the terms and subject to the conditions of this Agreement.
- 2.2 The Sellers agree to transfer to the Buyer the Shares and the Buyer agrees to accept such Shares from the Sellers, on the Closing Date, free from Encumbrances and with all rights attached to them by way of execution of the Deed of Transfer.
- 2.3 Subject to Closing, and the terms and conditions of this Agreement, the Shares, the Companies and the Business shall be for the benefit and risk of the Buyer with effect from the Closing Date.

2.4 To the extent necessary, the Company and the Founder (in their capacity as holders of depositary receipts issued by Stichting Volt Lines ESOP in respect of the Shares held by it) hereby agree to the sale and transfer by Stichting Volt Lines ESOP of the Shares held by it to the Buyer.

3. PURCHASE PRICE

3.1 The Purchase Price for the Shares (the “**Purchase Price**”) shall be the sum of:

- (i) a fixed consideration set out in Clause 3.2 (the “**Fixed Consideration**”); and
- (ii) subject to (partial) achievement of the Milestones, a contingent consideration set out in Clause 3.3.1 (the “**Contingent Consideration**”).

3.2 Fixed Consideration

3.2.1 The Fixed Consideration shall comprise:

- (i) a cash payment in the amount of USD 5,000,000 (five million US Dollars) payable by the Buyer and/or Swvl Holdings to the Purchase Price Beneficiaries in the proportions as set out in **Schedule 3** (*Purchase Price Allocation*) on the bank accounts of the Purchase Price Beneficiaries communicated to the Buyer at Closing, within 6 months after the Closing Date (the “**Cash Consideration**”); and
- (ii) an in kind component comprising a receivable in the amount equal to the value of the Swvl Shares (as defined below) at the Closing Date (the “**Fixed Consideration Receivable**”), payable by way of set-off against the Swvl Shares Price (as hereinafter defined) in accordance with Clause 3.2.2.

3.2.2 Swvl Holdings hereby assumes the payment obligation of the Buyer towards the Sellers ensuing from the Fixed Consideration Receivable, as a result of which the Sellers shall have a receivable against Swvl Holdings in the amount of the Fixed Consideration Receivable. Swvl Holdings shall at Closing issue to the Purchase Price Beneficiaries 1,400,000 (one million four hundred thousand) Class A Common Shares (the “**Swvl Shares**”) against an aggregate purchase price equal to the Fixed Consideration Receivable (the “**Swvl Shares Price**”), which shall be settled by the Sellers by way of offsetting the Swvl Shares Price against the Fixed Consideration Receivable (which is assigned to Swvl Holdings pursuant to this Clause 3.2.2).

3.2.3 The Fixed Consideration shall be allocated among the Purchase Price Beneficiaries in accordance with **Schedule 3** (*Purchase Price Allocation*). More specifically, Parties hereby agree and acknowledge that:

- (i) the Cash Consideration and the Swvl Shares accruing to each of the Foundations are considered to be ‘proceeds’ or ‘DR Proceeds’ within the meaning ascribed thereto in the terms and conditions of administration of each of the Foundations and the ESOP, respectively, which ‘proceeds’ or ‘DR Proceeds’ (as applicable) should be paid to the DR Holders and the Option Holders, respectively it being understood however that the depositary receipts in respect of Shares issued by Stichting Volt Lines ESOP to the Company as reflected in **Schedule 1** (*Company Capitalization*) shall not entitle the Company to any portion of the Purchase Price as on the basis of the ESOP such portion of the Purchase Price is deemed to be allocated to the Option Holders and to the extent necessary the Company hereby expressly waives any and all entitlement to the Purchase Price accruing to the depositary receipts in respect of Shares issued by Stichting Volt Lines ESOP and held by the Company as reflected in **Schedule 1** (*Company Capitalization*).
- (ii) each of the Foundations hereby directs Swvl Holdings to pay or issue (as applicable) the portion of the Cash Consideration and the Swvl Shares to which it would otherwise be entitled pursuant to Clause 3.2.2 to the DR Holders and the Option Holders in the proportions set forth in **Schedule 3** (*Purchase Price Allocation*).

3.2.4 The Swvl Shares shall be made subject to certain lockup restrictions as specified in the Swvl Shares Undertakings to be signed by all Purchase Price Beneficiaries at Closing in accordance with Clause 7.4.1(vi).

3.2.5 The Fixed Consideration is definitive and final and is not subject to any adjustment.

3.3 Contingent Consideration

- 3.3.1 In addition to the Fixed Consideration, the Sellers shall be entitled to receive from the Buyer, as an additional consideration for the Shares transferred by the Sellers to the Buyer under this Agreement, an contingent consideration in kind comprising a receivable equal to the value of the Contingent Swvl Shares (as hereinafter defined) which shall become due and transferable subject to achievement by the Companies of the Milestones (the “**Contingent Consideration Receivable**”), payable by way of set-off against the Contingent Swvl Shares Price (as hereinafter defined) in accordance with Clause 3.3.2.
- 3.3.2 Swvl Holdings hereby assumes the payment obligation of the Buyer towards the Sellers ensuing from the Contingent Consideration Receivable, as a result of which the Sellers shall have a receivable against Swvl Holdings in the amount of the Contingent Consideration Receivable. Subject to the (partial) achievement of the Milestones, Swvl Holdings shall issue to the Purchase Price Beneficiaries in accordance with the proportions set forth in **Schedule 3** (*Purchase Price Allocations*) up to 1,800,000 (one million eight hundred thousand) Class A Common Shares of Swvl Holdings (the “**Contingent Swvl Shares**”) against an aggregate purchase price equal to the Contingent Consideration Receivable (the “**Contingent Swvl Shares Price**”), which shall be settled by the Sellers by way of offsetting the Contingent Swvl Shares Price against the Contingent Consideration Receivable (which is assigned to Swvl Holdings pursuant to Clause 3.3.2).
- 3.3.3 The Contingent Consideration shall be allocated among the Purchase Price Beneficiaries in accordance with **Schedule 3** (*Purchase Price Allocation*). More specifically, Parties hereby agree and acknowledge that the Contingent Swvl Shares accruing to each of the Foundations are considered to be ‘proceeds’ or ‘DR Proceeds’ within the meaning ascribed thereto in the terms and conditions of administration of each of the Foundations and the ESOP, respectively, which ‘proceeds’ or ‘DR Proceeds’ (as applicable) should be paid to the DR Holders and the Option Holders, respectively. Therefore, each of the Foundations hereby directs Swvl Holdings to issue the Contingent Swvl Shares to which it would otherwise be entitled pursuant to Clause 3.3.2 (and for the avoidance of doubt subject to the (partial) achievement of the Milestones) to the DR Holders and the Option Holders in the proportions set forth in **Schedule 3** (*Purchase Price Allocation*), which issuance of Contingent Swvl Shares shall be effected in accordance with Clause 3.3.16.
- 3.3.4 The Contingent Swvl Shares shall be made subject to certain restrictions and protections as specified in the Swvl Shares Undertakings to be signed by each of the Purchase Price Beneficiaries on the other hand at Closing in accordance with Clause 7.4.1(vi) and Clause 7.7.1(i).
- 3.3.5 The Parties expressly agree that the Contingent Swvl Shares that have become due and issuable to the Sellers subject to achievement of the Milestones shall at the end of the Milestone Term be issued by Swvl Holdings in accordance with Clause 3.3.16. The Contingent Swvl Shares shall in no event constitute or be deemed as a recurrent or regular (annually or otherwise) payment, remuneration or consideration of any nature.
- 3.3.6 In case where certain Milestones are achieved in Volt Lines Turkey, expansion of the Companies to the Turkic States, firstly to Azerbaijan, shall be dully carried out by the Buyer.
- 3.3.7 The Sellers and the Buyer shall discuss the progress made on the Milestones on a quarterly basis, during which meeting the Sellers and the Buyer shall jointly determine whether the relevant Milestone has been completed.
- 3.3.8 As soon as possible after the end of the Milestones Term, the Buyer shall confirm (partial) achievement of the Milestones to the Sellers in writing accompanied by the relevant calculations and evidence for the (partial) fulfilment of the Milestones (the **Buyer Milestones Statement**).

- 3.3.9 Within 10 (ten) Business Days following delivery thereof to the Sellers, the Sellers shall review the Buyer Milestones Statement and, on the basis of such review, notify the Buyer of any item or items they wish to dispute. Such notification shall include a summary of the reasons for such dispute and a list of proposed adjustments, substantiated in reasonably sufficient detail so as to allow reasonable assessment thereof by the Buyer and the Buyer's accountant (such notification hereinafter referred to as the **Sellers Milestones Statement**).
- 3.3.10 If upon expiry of the aforesaid objection period of 10 (ten) Business Days no Sellers Milestones Statement has been received by the Buyer or if the Sellers notified the Buyer that there are no items they wish to dispute, the Buyer Milestones Statement shall be binding on the Parties.
- 3.3.11 The Parties shall give each other all information and assistance required or desirable for the preparation by the Buyer or the review by the Sellers, as the case may be, of the drafts of the Buyer Milestones Statement and the Sellers Milestones Statement.
- 3.3.12 If a Sellers Milestones Statement has been received by the Buyer, the Parties shall try to amicably resolve the issue. Should they fail to do so within 10 (ten) Business Days of the end of the aforesaid objection period of 10 Business Days (for the purpose of this Clause the **Disagreement Date**), then any such unresolved issue (for the purpose of this article the **Open Issues**) shall be submitted to and settled by an accountant of an independent reputable firm of accountants (for the purpose of this article the **Accountant**) to be jointly appointed by the Sellers and the Buyer within 2 (two) weeks of the Disagreement Date or, if the Parties fail to agree on such appointment within that period, by the Chairman of the Netherlands Institute of Registered Accountants (*Nederlandse Beroepsorganisatie van Accountants*). The Parties shall within 20 (twenty) Business Days after such appointment submit the Buyer Milestones Statement and the Sellers Milestones Statement and statements of their respective positions in writing to the Accountant. The Accountant shall determine the further procedural rules at his discretion.
- 3.3.13 The Parties undertake to procure that the Accountant shall then finally resolve the Open Issues by way of a binding advice (*bindend advies*) in accordance with this Agreement and notify the Parties of his decision, determining the final (partial) achievement of the Milestones as promptly as possible and in any event no later than 60 (sixty) Business Days after his appointment. The fees and expenses arising out of the engagement of the Accountant shall be borne as allocated by the Accountant at his discretion, failing which they shall be borne by the Party which on balance has been found to be in error. Any costs allocated to the Sellers shall be borne by them in accordance with each of their Relevant Proportions.
- 3.3.14 The failure of either Party to timely submit to the Accountant a written statement of its position or to otherwise fail to respond to any request of the Accountant for information, shall not preclude or delay the Accountant's determination of the Open Issues on the basis of the information which will have been submitted.
- 3.3.15 The Parties shall, and the Buyer shall procure that the Companies shall, give all information and assistance to the Accountant requested by the Accountant for the preparation of his binding advice. Simultaneously with providing such information to the Accountant, the Parties shall provide each other with the same information.
- 3.3.16 No later than 10 (ten) Business Days after the (partial) achievement of the Milestones has been finally agreed or established pursuant to Clauses 3.3.8 through 3.3.15 or Clause 3.4.2, Swvl Holdings shall pass a board resolution to authorise the issuance of the relevant number of Contingent Swvl Shares to the Purchase Price Beneficiaries in the proportions set out in **Schedule 3** (*Purchase Price Allocation*) and provide the Purchase Price Beneficiaries with an updated register of members which reflects the Purchase Price Beneficiaries as holders of the Contingent Swvl Shares.
- 3.4 Resource Commitment
- 3.4.1 The Buyer and Swvl Holdings hereby commit to contribute cash in the aggregate amount of USD 25,000,000.00 (twenty-five million US Dollars) (the "**Resource Commitment**") to the Companies in order to allow for the Milestones be fulfilled in a timely manner and contribute to the growth of the Companies, which Resource Commitment shall be made available in several instalments as set forth in **Schedule 7** (*Resource Commitment Instalments*) (each such instalment an "**RC Instalment**" and jointly the "**RC Instalments**") and the entire amount of the Resource Commitment shall in any case be made available to the Companies ultimately by 10 October 2023 (the "**Resource Commitment Deadline**"), provided however that (i) any contributions made available by

the Buyer and Swvl Holdings to the Companies with the sole purpose of M&A activities conducted by any of the Companies shall not be considered to form part of the Resource Commitment and (ii) the amounts provided as a Resource Commitment themselves shall not be considered to constitute revenue and shall not be taken into account when calculating the relevant ARR and thereby the determination of (partial) achievement of the Milestones.

3.4.2 In the event that any RC Instalment (including any Instalments that falls due in accordance with (i) below) is not provided by the Buyer and/or Swvl Holdings before the deadline applicable to such instalment under **Schedule 7** (*Resource Commitment Instalments*):

- (i) the subsequent 3 (three) instalments due under **Schedule 7** (*Resource Commitment Instalments*) shall become due and payable by the Buyer and/or Swvl Holdings at once before the date on which the subsequent Instalment is due under **Schedule 7** (*Resource Commitment Instalments*); and
- (ii) such portion of the Contingent Swvl Shares as is equal to the same proportion in which the relevant Instalment bears to the aggregate amount of the Resource Commitment shall become immediately due and issuable to the Purchase Price Beneficiaries in accordance with Clause 3.3.16 and the lockup restrictions applicable to such portion of Contingent Swvl Shares on the basis of the Swvl Shares Undertakings shall cease to apply to the Contingent Swvl Shares.

3.5 Indemnification payment adjustments

3.5.1 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 bank accounts of the Companies, (ii) any bank deposits held by the Companies; 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 6** (*Calculation of Net Financial Debt*) and the amount of Working Capital on that date.

4.2 The Debt, Cash and Working Capital Certificate shall be prepared and issued by the CEO of the Company, according to the terms set forth in this Agreement.

4.3 The Debt, Cash and Working Capital Certificate shall only be delivered by the Sellers 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. CONDITIONS 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 conditions precedent (the “**Conditions Precedent**”) prior to the Long Stop Date:

- (i) The Buyer obtaining written confirmation from the relevant Authority that no foreign direct investment authorization is required, on legal regime of capital movements and economic transactions outside the country and on certain anti-money laundering measures (the “**FDI Authorization**”), **or**, if the relevant Authority confirms that the FDI Authorization is required, the Buyer, with the assistance of the Sellers, obtaining the FDI Authorization;
- (ii) no Warranty Breach has occurred or being likely to occur; and
- (iii) no Material Adverse Change has occurred between the date of this Agreement and Closing Date.

- 5.2 The Parties undertake to use all Commercially Reasonable Efforts so that the Conditions 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 Conditions Precedent (and in any event within five (5) Business Days as from such moment) (the “Closing 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 Conditions Precedent has been satisfied or waived by the Buyer, or in case of the Condition Precedent included under Clause (ii) by the Buyer and the Sellers, on the terms set forth herein.
- 5.4 This Agreement is effective by means of its execution by the Parties, being therefore binding and enforceable upon them from the date hereof; provided, however, that Closing is subject to the Conditions Precedent being satisfied or waived. Upon the satisfaction or waiver of the Conditions 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 Conditions 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, provided however that Clauses 15, 25 and 26 shall survive termination of this Agreement and shall continue in full force and effect.

6. INTERIM PERIOD

- 6.1 From the Effective Date, the Sellers undertake to manage and operate the Companies 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 Companies do not:
- (i) carry on any business other than its business carried on by it as at the Effective Date;
 - (ii) make any substantial change to the nature or organization of its Business;
 - (iii) discontinue or cease to operate all or a material part of the Business;
 - (iv) acquire or agree to acquire any share or other interest in any company, entity, partnership or other venture;
 - (v) dispose of any part of its assets except in the ordinary course of trading;
 - (vi) 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 USD 250,000;
 - (vii) terminate or adversely change the terms of any material contract
 - (viii) increase the salary of any officer, director or employee of the Companies 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 Companies, as may be amended during the Interim Period following standard practices in the sector or of the Companies;
 - (ix) hire any employee with a fixed annual salary in excess of USD 75,000, except to the extent that any such employee is hired to replace another whose fixed annual salary exceeded such amount;
 - (x) grant to, or otherwise enter in to, any loans for the benefit (whether direct or indirect) of any officer, director or employee; or
 - (xi) pay any employment bonus or any other irregular or non-ordinary course benefit or payment to any officer, director or employee;
 - (xii) 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;
 - (xiii) 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;

- (xiv) declare, make or pay any dividend or other kind of distribution (including the reimbursement of contributions) to shareholders;
- (xv) take part in any merger, spin-off or any other structural change or winding-up or file an application for insolvency or liquidation;
- (xvi) make any change in its business structure or organization;
- (xvii) 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 Companies; and
- (xviii) grant or create any charge over any asset or shares of the Companies, 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 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

Closing shall take place at the offices of the Notary on the 10th Business Day following the date on which the Conditions 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 Debt Cash and Working Capital Certificate

The Sellers shall deliver to the Buyer five (5) Business Days prior to the date on which Closing is envisaged to take place the Debt, Cash and Working Capital Certificate.

7.3 Disclosure Letter

7.3.1 Ultimately 3 (three) Business Days prior to the Closing Date the Sellers shall deliver the signed Disclosure Letter to the Buyer.

7.3.2 Ultimately on the Closing Date the Buyer will confirm its (potential) approval of the Disclosure Letter to the Sellers in writing.

7.4 Actions at Closing

7.4.1 Each Party shall take (or has taken), or procures to be taken, the following actions in the sequence set out below, each such action up to Closing being conditional upon each of the preceding actions having been taken:

- (i) the Sellers shall deliver to the Notary the original shareholders register of the Company which reflects the Sellers as the owners of the Shares and that the Shares are not Encumbered;
- (ii) the Sellers shall deliver to the Buyer signed resignation letters and signed shareholder’s resolutions of the Companies relating to the resignation of, and giving full discharge to, the current board members of the Companies and appointing new board members of the Companies;
- (iii) the Buyer and the Founder shall enter into an indemnification agreement pursuant to which the Buyer will indemnify the Founder for any Damages suffered by him in his capacity of board member of any of the Companies as of Closing, except for any Damages to have resulted from the fraud or gross negligence of the Founder;
- (iv) the Sellers shall deliver proof that any and all powers of attorney granting the authority to any (legal) person to represent any of the Companies shall be withdrawn effective as of Closing;

- (v) the Sellers shall deliver to the Notary powers of attorney duly executed on behalf of the Sellers and the Company, respectively, and, to the extent required by the Notary, legalized and apostilled, and the Buyer shall deliver to the Notary a power of attorney duly executed on behalf of the Buyer and, to the extent required by the Notary, legalized and apostilled, in each case authorizing their respective representatives / the Notary to attend to and execute the Deed of Transfer;
- (vi) The Buyer shall deliver to the Sellers the Swvl Shares Undertakings duly executed on behalf of Swvl Holdings;
- (vii) the Sellers shall provide to the Buyer a written proof of termination of the Shareholders' Agreement effective as of Closing;
- (viii) Swvl Holdings shall pass a board resolution to authorise the issuance of the relevant number of Swvl Shares to the Purchase Price Beneficiaries in the proportions set out in **Schedule 3** (*Purchase Price Allocation*) and provide the Purchase Price Beneficiaries with an updated register of members which reflects the Purchase Price Beneficiaries as holders of the Swvl Shares;
- (ix) the Shares shall be transferred by the Sellers to the Buyer by means of the execution by the Notary of the Deed of Transfer;

7.5 Breach of Closing actions

7.5.1 If a Party breaches any material obligation in Clauses 7.3 or 7.4, the non-breaching Party shall be entitled (in addition to and without prejudice to all other rights and remedies available, including the right to claim damages and the right to claim specific performance):

- (i) to effect Closing as far as practicable and to the extent reasonably permitted by Law with regard to the defaults that have occurred; or
- (ii) to set a new date for Closing (not being more than two (2) Business Days after the previously set date for Closing) in which case the provisions of Clause 7 shall apply to Closing as so deferred; or
- (iii) terminate this Agreement with immediate effect, without incurring any liability as a result thereof and without any obligation on any Party to consummate the Transaction or to continue negotiations;

in each case without prejudice to any other rights or remedies available to the Sellers;

7.6 Effects of Termination

7.6.1 In case of termination of this Agreement pursuant to Clause 7.5.1(iii):

- (i) the Parties shall do all those things as may reasonably be required in order to undo any actions as set out in Clause 7.3 that have been performed prior to such termination; and
- (ii) Clauses 15, 25 and 26 shall survive termination of this Agreement and shall continue in full force and effect.

7.7 Actions post-Closing

7.7.1 As soon as possible after Closing:

- (i) the Seller shall deliver to the Buyer the Swvl Shares Undertakings duly executed on behalf of the Purchase Price Beneficiaries; and

7.7.2 Registration of Swvl Shares

- (i) Swvl Holdings agrees that, within one hundred eighty (180) calendar days after Closing, Swvl Holdings will use its Commercially Reasonable Efforts to file with the Commission (at Swvl Holdings's sole cost and expense) a registration statement registering the resale of the Swvl Shares (the "**Registration Statement**"), and to have the Registration Statement declared effective as soon as practicable after the filing thereof, provided, however, that Swvl Holdings's obligations to include the Swvl Shares in the Registration Statement are contingent upon the Sellers furnishing in writing to Swvl Holdings such information regarding the Purchase Price Beneficiaries, the securities of Swvl Holdings held by the Purchase Price Beneficiaries and the intended method of disposition of the Swvl Shares as shall

be reasonably requested by Swvl Holdings to effect the registration of the Swvl Shares, and the Purchase Price Beneficiaries shall execute such documents in connection with such registration as Swvl Holdings may reasonably request that are customary of a selling stockholder in similar situations. Upon notification by the Commission that the Registration Statement has been declared effective by the Commission, within two (2) Business Days thereafter, Swvl Holdings shall file the final prospectus under Rule 424 of the Securities Act.

- (ii) If Swvl Holdings fails to file the Registration Statement within the abovementioned 180 day period, the lock-up restrictions applicable to the Swvl Shares on the basis of **Schedule 5** (*Swvl Shares Undertakings*) shall be reduced in time by the same number of days that the Registration Statement is filed by Swvl Holdings past the aforementioned 180 day period.

8. SELLER'S LIABILITY REGIME

8.1 Sellers' Warranties

Each of the Sellers hereby severally and not jointly (*niet hoofdelijk*) represents and warrants to the buyer that:

- (i) each of the statements included in Part A of **Schedule 8** (*Sellers' Warranties*) (the **Fundamental Warranties**) is true and accurate as at the date of this Agreement and as at the Closing Date, it being understood that each Seller only gives the Sellers' Warranties included in paragraphs 1.1 (*Capacity*) and 1.4 (*Share Capital. Titles of Ownership*) with respect to itself and the Shares held by it; and
- (ii) each of the statements included in Part B of **Schedule 8** (*Sellers' Warranties*) (the **Business Warranties**) is true and accurate as at the date of this Agreement and as at the Closing Date,

the Fundamental Warranties and the Business Warranties hereinafter also jointly referred to as the **Sellers' Warranties**.

8.2 Disclosure

The Sellers' Warranties are limited by, and the Sellers shall not be in breach of or liable for any Sellers' Warranties in respect of the matters fairly disclosed in the Disclosure Letter .

8.3 Due Diligence

8.3.1 The Buyer acknowledges and agrees that:

- (i) by entering into this Agreement it is not relying upon, and shall not have any right or remedy in respect of, and the Sellers make no representation or warranty and do not accept any duty of care as to the accuracy of any undertaking, representation, warranty, offer, promise, assurance projections, forecasts, estimates, statements of intent or statements of opinion made by or on behalf of any Seller, unless it is expressly set out in this Agreement; and
- (ii) upon signing of this Agreement neither it nor any of its Representatives has any actual awareness that there is or might be any breach of or any fact, matter, circumstance or event which is inconsistent with any of the Sellers' Warranties.

8.4 Breach

8.4.1 Except as expressly otherwise provided in this Agreement and subject to the limitations of liability set out herein, in case of a breach of any of the Sellers' Warranties or any other provision of this Agreement or any of the Transaction Documents by the Sellers, the Sellers shall after the Closing Date, by means of an exclusive remedy, be liable, pro rata their respective Relevant Proportion and not on a joint and several (*hoofdelijke*) basis, to compensate the Buyer for the Damages suffered or incurred by the Buyer or the Companies as a direct result of such breach.

8.5 Monetary limits

8.5.1 The Sellers shall not be liable for any Damages resulting from the breach of the Business Warranties (or series of Claims under the Sellers' Warranties arising from the same set of facts or circumstances) where the amount is lower than EUR 15,000 (fifteen thousand Euro) (the "**de Minimis Franchise**").

8.5.2 The Sellers shall not be liable for any individual Claim under the Business Warranties that individually or, in the event of Warranty Breaches arising from same set of facts, business practice or type of product, collectively exceed the de Minimis Franchise, unless the aggregate amount of the Damages due in respect of breaches of the Sellers' Warranties exceeds EUR 60,000 (sixty thousand Euro), in which case the whole amount may be recovered by the Buyer (the "**Basket**").

8.5.3 The maximum aggregate liability payable by Sellers in respect of all and any Claims (the cap) resulting from a breach of the Business Warranties, after giving effect to the de Minimis Franchise and the Basket, shall be fifty percent (50%) of the Purchase Price received by the Sellers at any time.

8.5.4 The maximum overall aggregate liability of the Sellers in respect of any and all Claims resulting from a breach of the Sellers' Fundamental Warranties shall not exceed a total amount equivalent to one hundred per cent. (100%) of the Purchase Price received by the Sellers at any time.

8.5.5 Additionally, the Parties agree that any Leakages (as this term is defined under section 2.4 of the Business Warranties) shall be paid euro for euro and, for the avoidance of doubt, shall not be subject to the exclusions provided for in Clauses 8.5.1 and 8.5.2 or any other cap on liability.

8.6 Time limitations

8.6.1 The Sellers shall not be liable in respect of any Claim unless a notice of such claim is given to the Sellers in accordance with Clause 9.1 before the lapse of 18 (eighteen) months as of the Closing Date where any Claim for breach of the Business Warranties is concerned.

8.6.2 Notwithstanding the foregoing, the Buyer shall be entitled to claim liability from the Sellers for Damages arising from any Warranty Breaches in relation to 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 Warranties, for the entire period set out under the applicable statute of limitations, plus 30 (thirty) days thereafter. The Sellers shall notify and/or cause the Companies to notify Buyer promptly upon becoming aware of any fact or circumstance that may entail a breach of the Sellers' Warranties or give rise to a Damage under this Agreement, providing all available details and information on the relevant fact or circumstance.

8.7 Claims capable of remedy

8.7.1 To the extent that a fact, matter, circumstance or event giving rise to a Claim is capable of remedy, the Sellers shall not be liable in respect of such Claim if and to the extent it is remedied in a manner agreed by the Buyer, within a reasonable period, but in any event within 40 (forty) Business Days after the date on which the Sellers were (or should have been) notified thereof pursuant to Clause 9.1.

8.8 Claims diligently pursued

8.8.1 The Buyer's right to pursue any Claim shall lapse (*vervallen*) if the Buyer fails to institute legal proceedings against the Sellers in respect thereof within 6 (six) months after the date on which the Sellers were (or should have been) notified of such Claim pursuant to Clause 9.1, unless (i) the Claim relates, or is due, to contingent liabilities or claims or (ii) the settlement negotiations between the Buyer and the Sellers regarding such Claim are still ongoing at the time, in which case the Sellers shall not be liable for such Claim if the Buyer has not started legal proceedings within 1 (one) month as of the notification of the Sellers to the Buyer that the settlement negotiations regarding such Claim have been terminated.

8.9 General Exclusions

- 8.9.1 The Sellers shall not be liable in respect of any Claim if and to the extent such Claim has arisen as a result of or to the extent the liability is increased by:
- (i) any voluntary act or omission after Closing instigated by the Buyer's Group or any person whose act or omission may be attributed to the Buyer's Group;
 - (ii) any voluntary act or omission prior to Closing by any member of the Sellers' Group at the request or with the prior consent of the Buyer or pursuant to this Agreement;
 - (iii) the fulfilment by any of the Companies of its legal or contractual obligations, provided, where the contractual obligations are concerned, such obligations were due at the time;
 - (iv) any change after Closing in tax or accounting policies, bases, practices, or methods applied in preparing any accounts or valuing any assets or liabilities of any of the Companies, other than a change required by Law in effect prior to the date of this Agreement;
 - (v) any change or enactment of Law coming into effect after the date of this Agreement (whether or not taking effect retroactively) or any change in the interpretation of existing Law since that date; or
 - (vi) any decision of any authority made after the date of this Agreement.
- 8.10 Recovery from a third party
- 8.10.1 If the Sellers have paid an amount in discharge of any Claim or Third Party Claim, and the Buyer or any of the Companies recovers from a third party a sum which indemnifies or compensates the Buyer or the Companies (in whole or in part) for the Damages which are the subject matter of such Claim or Third Party Claim, the Buyer or the Companies 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.
- 8.11 Other limitations of liability
- 8.11.1 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.
- 8.11.2 Actual nature of a loss. The Sellers will only be liable in respect of a Damage actually suffered by the Buyer or the Companies. 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.
- 8.11.3 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 Companies from any of its insurers whether such insurance is taken out before or after the Closing Date or which would have been coverable under any insurance policy of any of the Companies in effect immediately prior to Closing, had such insurance policy been maintained after the Closing Date.
- 8.11.4 No double recovery. The same Damage under this Agreement shall only give rise to one recovery by the Buyer under this Agreement.
- 8.11.5 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 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.

8.11.6 **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.

8.12 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 DCC and relevant Law, including, in particular, the rights and remedies available to a buyer in the event of dispossession of title and hidden defects.

In relation thereto, the Sellers shall be sole parties responsible for any breach of the Sellers' 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 with respect to any breach of any of the Sellers' 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.

If the Buyer or any other member of the Buyer's Group is notified or becomes aware of any fact, matter, circumstance or event which has given or is reasonably likely to give rise to a Claim, the Buyer shall:

- (i) notify the Sellers thereof in writing as soon as reasonably possible but in any event within 30 (thirty) Business Days, providing as much legal and factual detail (including evidence) as reasonably possible; and
- (ii) procure that the Sellers and the Sellers' Representatives shall be granted reasonable access, at reasonable times and on reasonable notice, to the books and records, premises, storage facilities and relevant personnel of the Companies and any other information relating to the Companies which may reasonably be required to enable them to investigate any such fact, matter, circumstance or event,

failing which the Sellers shall not be liable in respect of such Claim to the extent that such failure has adversely affected their position.

9.2 Third Party Claim

9.2.1 If a (potential) Claim against the Sellers arises as a result of or in connection with a liability or alleged liability of one or more Group Companies to a third party (a "**Third Party Claim**"), the Buyer shall:

- (i) notify the Sellers of such Third Party Claim as soon as reasonably possible after having become aware thereof in accordance with Clause 9.1;
- (ii) consult the Sellers on the course of action to be taken in respect of the Third Party Claim and take into account any reasonable comments or requests Sellers may have or take action or refrain from taking action as agreed between the Parties;
- (iii) not make any admission in respect of such Third Party Claim or compromise, dispose or settle such Third Party Claim without the prior written consent of the Sellers, not to be unreasonably withheld, conditioned or delayed;
- (iv) keep the Sellers informed of the progress and timely consult with the Sellers in relation to the defence against the Third Party Claim; and

- (v) reasonably endeavour to strike a fair balance between the interests of the Sellers in limiting liability and the interest of the Buyer and the Group companies in maintaining good business relations with the relevant third party.

9.2.2 The Sellers shall be entitled, but not obligated, to, at their own cost, take control of the conduct of the defence against any Third Party Claims in accordance with this Clause 9;

9.2.3 If the Sellers elect to exercise their rights under Clause 9.2.2 they shall notify the Buyer thereof within 20 (twenty) Business Days after having been notified of such Third Party Claim by the Buyer. If the Sellers fail to timely notify the Buyer of their election to take control of the Third Party Claim in accordance with this Clause 9.2.3, the Sellers will no longer be entitled to do so, and the Buyer shall control the conduct of the defence against the Third Party Claim in accordance with Clause 9.2.1.

9.2.4 If the Sellers take control of the conduct of the defence against the Third Party Claim in accordance with this Clause 9:

- (i) the Sellers shall keep the Buyer informed of the progress in relation to the defence against the Third Party Claim;
- (ii) the Sellers shall reasonably endeavour to strike a fair balance between the interests of the Sellers in limiting liability and the interest of the Buyer and the Companies in maintaining good business relations with the relevant third party;
- (iii) the Sellers shall not make any admission in respect of such Third Party claim or compromise, dispose or settle such Third Party Claim without the prior written consent of the Buyer not to be unreasonably withheld, conditioned or delayed.

9.2.5 Where the Sellers have issued a notice pursuant to Clause 9.2.3, the Buyer shall, and shall cause the relevant members of the Buyer's Group to:

- (i) provide all reasonable co-operation to allow the Sellers to take such action as they deem reasonably necessary or conducive to avoid dispute, defend, deny, resist, appeal, compromise or contest the Third Party Claim in the name of and on behalf of the Buyer;
- (ii) during normal business hours give all such information and assistance, including access to premises and personnel and the right to examine and copy or photograph any asset, accounts, documents and records, as the Sellers may reasonably request in relation to the defence against the Third Party Claim.

9.2.6 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.

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 becomes due and transferable); and (iii) secondly, directly by each of the Sellers through a payment in cash.

11. SELLERS' LIABILITY

11.1 Except as otherwise provided in this Agreement, a Seller shall only be liable under this Agreement for its own undertakings and for breach of its own obligations or, where an indivisible or joint undertaking or obligation of the Sellers is concerned, for its Relevant Proportion, and not on a joint and several (*hoofdelijke*) basis.

11.2 Notwithstanding claims for a breach of the Fundamental Warranties under this Agreement which are given in relation to itself or the Shares held by such Seller, any Claims by the Buyer against the Sellers, shall be made against each Seller for its Relevant Proportion, provided however that only the Founder can be held liable on a joint and several (*hoofdelijke*) basis alongside any other breaching Seller(s) it being understood that under all circumstances the Founder cannot be held liable for more than his Relevant Proportion. None of such claims by the Buyer vis-à-vis the Sellers shall be waived in respect of any of the Sellers. No Seller shall be liable for Claims in case the Buyer cannot provide reasonable evidence, if so requested by any of the Sellers, so that the Buyer holds and continues to hold all (relevant) Sellers liable for the same Claim under this Agreement for their Relevant Proportion.

- 11.3 The Buyer shall not take, and shall procure that none of its Affiliates shall take, directly or indirectly, any action that has the purpose or effect of evasion or circumvention of any of the arrangements set out in Clause 11.2.
- 11.4 In cases where a Foundation is dissolved or cannot be held liable in accordance with Clause 11.1, the Sellers other than the Foundations shall be liable on several (niet hoofdelijke) basis for each Sellers' Relevant Proportion for any Claims by the Buyer against the Foundations. Founder shall, in good faith and to the extent possible, reach and inform relevant DR Holders and/or Option Holders regarding the claims of the Buyer.

12. REPRESENTATIONS AND WARRANTIES OF THE BUYER AND SWVL HOLDINGS

The Buyer and Swvl Holdings, on the date of execution of this Agreement, provides to the Sellers the following representations and warranties (the "**Buyer's Warranties**").

12.1 Each of the Buyer and Swvl Holdings 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 Holdings 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 Holdings, 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 Holdings, including the applicable anti-money laundering laws and, in particular, that the origin of the funds paid by the Buyer or Swvl Holdings 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 Holdings by-laws, deed of incorporation or memorandum and articles of association (as appropriate); or
 - (iii) any contract, agreement or instrument to which the Buyer or Swvl Holdings 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.

12.2 No other representations and warranties.

Except for the specific Buyer's Warranties contained in this Clause neither the Buyer nor Swvl Holdings make no other express or implied representations or warranties to the Seller.

12.3 The Buyer and Swvl Holdings undertake to indemnify and hold the Seller harmless from and against any effective Damages directly and exclusively resulting from any of the Buyer's 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 Warranties, as well as the Buyer's response to such a Claim, shall be made, *mutatis mutandis*, in accordance with - Clauses 9.1 above.

13. JOINT AND SEVERAL LIABILITY BETWEEN BUYER AND SWVL HOLDINGS

13.1 The Buyer and Swvl Holdings (shall be jointly and severally liable for any and all of the obligations assumed by the Buyer and/or Swvl Holdings 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 Holdings under this Agreement or the Transaction Documents (in particular the payment obligations set forth in Clause 3 and Clause 12.3 above) to any of them (the Buyer and/or Swvl Holdings) without limitation, regardless of whether the Buyer or Swvl Holdings has individually assumed the relevant obligation herein.

14. NON-COMPETE UNDERTAKING

14.1 The Founder acknowledges 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 Companies' Business and that its breach may cause substantial damage to the Buyer and the Companies. Therefore, the Founder acknowledges 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.

14.2 The Founder whether acting directly or indirectly through any related party, Affiliate, on their behalf or on behalf of any third party, undertakes from a period of two (2) years from the date hereof ("**Non-Compete Period**") to refrain from, directly or indirectly:

- (i) carrying out any activities or operations that compete with the Companies' Business, or managing, controlling, or providing advice or services to any third party that carries out activities or operations that compete with the Companies' 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 Companies' 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 Companies' Business;
- (iv) approach or solicit any Person, firm or company who has within two (2) years prior to the Closing been a regular customer of the Companies 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 Companies;
- (vi) interfering with, endangering or otherwise damaging the Companies' business, reputation or commercial relationships with third parties, however, that the foregoing will not prevent the Founder from entering into any contract with any person who responds to general advertising or a general solicitation not targeted to the employees of the Companies;
- (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 Companies, or using or applying for any Intellectual Property Rights in relation to any product, process or service developed by or within the Companies; or
- (viii) making any oral or written statements to third parties whether in public or private that might adversely affect the Companies, its reputation or its employees or business activities.

14.3 For the avoidance of doubt, holding securities of listed companies, to the extent they do not represent a percentage equal to or greater than 5% of the share capital of a listed company shall not be considered a breach of this Clause 14.

15. CONFIDENTIALITY

- 15.1 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 Data Room and provided/obtained during the Due Diligence Investigation) (jointly, the “**Confidential Information**”), strictly confidential.
- 15.2 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.
- 15.3 Nothing in Clause 15.1 prevents any announcement being made or any confidential information being disclosed by any Party:
- (i) to the extent required by Law or any competent regulatory body or recognised stock exchange or under any agreement with any Tax Authority existing at the date of this Agreement or to comply with any applicable accounting requirements; any Party so required to disclose any confidential information shall promptly notify the other Party, where practicable and to the extent lawful to do so, before disclosure occurs and shall consult with the other Party regarding the timing and content of such disclosure and shall take such action which may reasonably be required to challenge the validity of such disclosure requirement;
 - (ii) to the extent the disclosure or use is required to vest the full benefit of this Agreement in any Party;
 - (iii) to the extent that such information is public knowledge other than through unlawful disclosure of which that Party at the time of such disclosure was aware that it was unlawful;
 - (iv) in legal proceedings to the extent reasonably required to exercise its rights under this Agreement;
 - (v) to that Party’s professional advisers, accountants or its financiers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose; and
 - (vi) to the extent that the other Party has given written approval of the disclosure or use.
- 15.4 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.

16. FURTHER ASSURANCES

Each Party shall, at its own cost and expense, execute such documents and do such things, or procure (as far as it is reasonably able) that another person executes such documents and does such things, as the other Parties may from time to time reasonably require in order to give full effect to, and give each Party the full benefit of, this Agreement.

17. 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.

18. TAXES AND EXPENSES

Each Party shall pay the tax, costs and expenses incurred by it in connection with the negotiations leading up to the sale and purchase of the Shares, preparation entering into, and performing of this Agreement and all other documents referred to in it.

The costs and expenses of the Deed of Transfer and other notarial documents required to give effect to the transfer of the Shares shall be borne by the Buyer.

19. 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.

20. NO IMPLIED WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by or on behalf of the Party entitled to give such waiver.

21. VARIATIONS

A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

22. NO RESCISSION

To the extent permitted by law, the Buyer hereby waives its rights, if any, to (i) in whole or in part annul, rescind or dissolve (including any *gehele dan wel gedeeltelijke ontbinding en vernietiging*) this Agreement, (ii) to invoke article 6:228 of the DCC in the sense that any error (*dwalings*) of the Buyer in entering into this Agreement and the Transaction will remain for the risk and account of the Buyer as the party in error and, (iii) to request modification by a court of (the effects of) this Agreement as set out in article 6:230 subarticle 2 of the DCC. The rights of the Buyer under article 7:17 of the DCC are hereby expressly excluded. In the event of a breach of this Agreement, the only remedy for the Buyer shall be specific performance (*nakoming*) or Damages.

23. 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.

24. NOTARIAL INDEPENDENCE

The Parties acknowledge that the Notary works with Van Campen & Partners N.V., the firm that advises the Sellers in the Transaction. With reference to the Code of Conduct (*Verordening beroeps- en gedragsregels*) established by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties hereby explicitly agree that:

- (i) the Notary shall execute any notarial deeds related to this Agreement; and
- (ii) the Sellers are and may in future be assisted and represented by Van Campen & Partners N.V. in relation to this Agreement and any agreements that may be concluded, or disputes that may arise, in connection therewith.

25. NOTICES AND COMMUNICATIONS

25.1 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/ the Founder:

[omitted]

[omitted]

In the case of Seller 2:

[omitted]

In the case of Seller 3:

[omitted]

In the case of Seller 4:

[omitted]

In the case of Seller 5:

[omitted]

In the case of Seller 6:

[omitted]

In the case of Seller 7:

[omitted]

In the case of Seller 8:

[omitted]

In the case of Seller 9:

[omitted]

In the case of Seller 10:

[omitted]

In the case of Seller 11:

[omitted]

In the case of Seller 12:

[omitted]

In the case of Seller 13:

[omitted]

In the case of the Company

Attn. Mohamad Ali Al Halabi

Address: Jan van Goyenkade 8, 1075 HP Amsterdam, the Netherlands

Email address: ali@voltlines.com

Courtesy copy to: Murat İlker

Address: Caferağa Mah. Ferit Tek Sok. No:56 D:3 Kadıköy, İstanbul Turkey

Email address: murat.ilker@ilker.av.tr

In the case of the Buyer:

Att.: Mostafa Kandil

Address: Swvl Global FZE, One Central, Office Building 4, Level 2, Room 208, DWTC, POBox 9292, Dubai, UAE

Email address: mk@swvl.com

Courtesy copy to: Youssef Salem

Address: Swvl Global FZE, One Central, Office Building 4, Level 2, Room 208, DWTC, POBox 9292, Dubai, UAE

Email address: youssef.salem@swvl.com

In the case of Swvl Holdings:

Att.: Mostafa Kandil

Address: Swvl Global FZE, One Central, Office Building 4, Level 2, Room 208, DWTC, POBox 9292, Dubai, UAE

Email address: mk@swvl.com

Courtesy copy to: Youssef Salem

Address: Swvl Global FZE, One Central, Office Building 4, Level 2, Room 208, DWTC, POBox 9292, Dubai, UAE

Email address: youssef.salem@swvl.com

- 25.2 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.
- 25.3 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.
- 25.4 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 Amsterdam (Netherlands).

26. GOVERNING LAW AND JURISDICTION

26.1 Governing law.

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

26.2 Jurisdiction.

Any and all disputes arising from or in connection with this Agreement, or further contracts resulting there from, shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

27. 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 Kandil

Swvl GLOBAL FZE

Signed: Mr. Mostafa Essa Mohamed
Mohamed Kandil

Swvl Holdings Corp

/s/ Mostafa Kandil

Swvl Holdings Corp

Signed: Mr. Mostafa Essa Mohamed
Mohamed Kandil

[Remainder of page intentionally left blank]

The Seller 1/ the Founder

Mohamad Ali Al Halabi

/s/ Mohamad Ali Al Halabi

Signed: **Mohamad Ali Al Halabi**

The Seller 3

Hedef Araç Kiralama ve Servis A.Ş.

/s/ Önder Erdem

/s/ Ersan Öztürk

Hedef Araç Kiralama ve Servis A.Ş.

Signed: Önder Erdem

Signed: Ersan Öztürk

The Seller 5

Stichting DAI & Members

/s/ Mohamad Ali Al Halabi

Stichting DAI & Members

Signed: Mohamad Ali Al Halabi

The Seller 7

Stichting MEVP Investors

/s/ Mohamad Ali Al Halabi

Stichting MEVP Investors

Signed: Mohamad Ali Al Halabi

The Seller 9

Wamda Seed Limited

/s/ Fadi İsmail Ghandour

Wamda Seed Limited

Signed: Fadi İsmail Ghandour

The Seller 11

CommodityNet Holding B.V

/s/ /s/ Paul van Son

CommodityNet Holding B.V

Signed: Paul van Son

The Seller 2

Khaleej 1 Ltd

/s/ Walid Hanna

Khaleej 1 Ltd

Signed: Walid Hanna

The Seller 4

March Holding Limited

/s/ Mohammed Ali Radhi Al-Charchafci

March Holding Limited

Signed: Mohammed Ali Radhi Al-Charchafci

The Seller 6

Stichting Turkish Investors

/s/ Mohamad Ali Al Halabi

Stichting Turkish Investors

Signed: Mohamad Ali Al Halabi

The Seller 8

Lill CVC SAPI de CV

/s/ Verne Lizano

Lill CVC SAPI de CV

Signed: Verne Lizano

The Seller 10

Stichting Volt Lines ESOP

/s/ Mohamad Ali Al Halabi

Stichting Volt Lines ESOP

Signed: Mohamad Ali Al Halabi

The Seller 12

WSH

/s/ Walid Hanna

WSH

Signed: Walid Hanna

The Seller 13

Southeast Europe Equity Fund II, LP
represented by its general partner Southeast Europe GP LLC

/s/ David Mathewson

Southeast Europe Equity Fund II, LP
represented by its general partner Southeast Europe GP LLC

Signed: David Mathewson

Schedule 3 – Purchase Price Allocation

Schedule 4 - Milestones

Subject to the achievement by the Companies (taken as a whole) of the below ARR thresholds within the timeframes specified below, the Sellers shall be entitled to be issued with a cumulative number of Contingent Swvl Shares as follows:

1. In case where at least seven million USD (\$7,000,000.00) worth ARR is reached during any consecutive period of three (3) months after the Closing Date (the “**First Milestone**”), an aggregate number of 350,000 Contingent Swvl Shares shall be due and issuable by Swvl Holdings to the Purchase Price Beneficiaries.
2. In case where at least nine million USD (\$9,000,000.00) worth ARR is reached during any consecutive period of three (3) months after the Closing Date (the “**Second Milestone**”), an aggregate number of 350,000 Contingent Swvl Shares shall be due and issuable by Swvl Holdings to the Purchase Price Beneficiaries.
3. In case where at least eleven million USD (\$11,000,000.00) worth ARR is reached during any consecutive period of three (3) months after the Closing Date (the “**Third Milestone**”), an aggregate number of 350,000 Contingent Swvl Shares shall be due and issuable by Swvl Holdings to the Purchase Price Beneficiaries.
4. In case where at least forty million USD (\$40,000,000.00) worth ARR is reached following the Closing Date (the “**Final Milestone**”), an aggregate number of 750,000 Swvl Shares shall be due and issuable by Swvl Holdings to the Purchase Price Beneficiaries.

Schedule 5 – Swvl Shares Undertakings

The Swvl Shares shall be subject to following lockup restrictions:

- (i) during the first 6 (six) months after Closing Date the Purchase Price Beneficiaries shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct their respective Swvl Shares;
- (ii) after the first 6 (six) months after Closing Date (the “**First Lockup Expiry Date**”) the Purchase Price Beneficiaries shall each be entitled to grant, transfer, dispose, sell-out, assign or usufruct up to 33.3% of their Swvl Shares but shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct their remaining Swvl Shares until such is allowed pursuant to (iii) below;
- (iii) after the first 12 (twelve) months after Closing Date (the “**Second Lockup Expiry Date**”) the Purchase Price Beneficiaries shall each be entitled to grant, transfer, dispose, sell-out, assign or usufruct up to another 33.3% of their Swvl Shares but shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct their remaining Swvl Shares until such is allowed pursuant to (iv) below;
- (iv) after the first 18 (eighteen) months after Closing Date (the “**Third Lockup Expiry Date**” and together with the First Lockup Expiry Date and the Second Lockup Expiry Date the “**Lockup Expiry Dates**” and each individually a “**Lockup Expiry Date**”) the Purchase Price Beneficiaries shall each be entitled to grant, transfer, dispose, sell-out, assign or usufruct all of their Swvl Shares;

The Contingent Swvl Shares shall be subject to following restrictions:

- (i) during the first 15 (fifteen) months after Closing Date the Purchase Price Beneficiaries shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct the Contingent Swvl Shares issued to them following achievement of the First Milestone;
- (ii) during the first 12 (twelve) months after Closing Date the Purchase Price Beneficiaries shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct the Contingent Swvl Shares issued to them following achievement of the Second Milestone;
- (iii) during the first 9 (nine) months after Closing Date the Purchase Price Beneficiaries shall undertake to hold and not grant, transfer, dispose, sell-out, assign or usufruct the Contingent Swvl Shares issued to them following achievement of the Third Milestone;

The Swvl Shares listed under the column ‘Protected Swvl Shares’ in **Schedule 3** (*Purchase Price Allocation*) (such Swvl Shares hereinafter the “**Protected Swvl Shares**”) shall benefit the following protection:

In order to cover any possible loss of value of the Protected Swvl Shares during the lock up period set forth above, in cases where the official market value of a single Swvl Share is lower than seven USD (\$7.00) at any Lockup Expiry Date, the relevant Purchase Price Beneficiary holding Protected Swvl Shares shall be granted such number of additional Swvl Shares required to bring the relevant Purchase Price Beneficiary in the position it would have been had it acquired all its Protected Swvl Shares against such lower price per Protected Swvl Share. In any case, the total USD value of the Protected Swvl Shares granted to a Seller shall not exceed the total USD value of the Protected Swvl Shares granted with the Payment of the Closing.

Notwithstanding the above-mentioned protection, in cases where the official market value of a single Swvl Share is higher than thirteen USD (\$13.00) at any Lockup Expiry Date, the relevant Purchase Price Beneficiary holding Protected Swvl Shares shall return to Swvl Holdings such number of Protected Swvl Shares to bring the relevant Purchase Price Beneficiary in the position it would have been had it acquired all its Protected Swvl Shares against such higher price per Protected Swvl Share.

Schedule 6 - Calculation of Net Financial Debt

For the purposes of this contract, the net financial debt (the “**Net Financial Debt**”) will be the result of subtracting the Cash from the Gross Financial Debt.

a) The gross financial debt (the “**Gross Financial Debt**”) will be the sum of:

1. Long and short-term loans with banks, funds, or similar financial providers;
2. Loans with third parties outside the current course of the Business;
3. Debts with the shareholders, directors of the Companies or any related party;
4. Participative loans;
5. Balances disposed of in credit lines and in confirming lines;
6. Bank overdrafts;
7. Penalties for interest, commissions or reimbursement premiums;
8. Obligations, bonds, bills or convertible loans issued by the Companies or its subsidiaries;
9. Liabilities for finance leases, operating leases or sales contracts
10. Liabilities with suppliers of fixed assets;
11. Discounted invoices or accounts receivable, factored commercial debts or any other type of customer advance;
12. Balances drawn from off-balance-sheet credit facilities (non-recourse factoring or any other similar off-balance-sheet financing);
13. Dividends accrued and not paid;
14. The amount of ESOP slips to be paid at Closing according to ESOP and the grant agreement of the employees;
15. Overdue debts with any Public Administration including social security charges, taxes and levies;
16. Corporate tax liabilities;
17. Deferred tax and assets liabilities;
18. Derivative instruments in market conditions at the time of acquisition;
19. Trade accounts payable or other types of creditors with collection conditions greater than 120 days;
20. Withholdings and special bonuses;
21. Any obligation in relation to a guarantee, indemnity offer of credit;
22. Retirement benefits and other premiums;
23. Pension funds and other obligations; Y
24. Long-term provisions.

b) The cash (the “**Cash**”) will be the sum of:

1. Cash in the Companies or its subsidiaries;
2. Cash in banks;
3. Deposits less than one year old; and
4. Investments in funds, stocks, bonds, cash bills and other financial instruments that are liquid with a duration of less than one year.

Schedule 7 – Resource Commitment Instalments

Instalment #	Due Date	Amount (USD)
1	the later of the Closing Date or 10 May 2022	3,000,000-
2	10 June 2022	1,500,000
3	10 July 2022	1,500,000
4	10 August 2022	1,500,000
5	10 September 2022	1,500,000
6	10 October 2022	1,500,000
7	10 November 2022	1,500,000
8	10 December 2022	1,500,000
9	10 January 2023	1,500,000
10	10 February 2023	1,500,000
11	10 March 2023	1,500,000
12	10 April 2023	1,000,000
13	10 May 2023	1,000,000
14	10 June 2023	1,000,000
15	10 July 2023	1,000,000
16	10 August 2023	1,000,000
17	10 September 2023	1,000,000
18	10 October 2023	1,000,000

Schedule 8 – Seller’s Warranties

Each of the Sellers represents and warrants to the Buyer the following:

1. **PART A – FUNDAMENTAL WARRANTIES**

1.1 **Capacity**

- 1.1.1 The Sellers have full legal capacity to execute this Agreement, comply with obligations arising out of the same and carry out and complete the transactions provided for therein.
- 1.1.2 The Company is duly incorporated in accordance with Dutch law and is duly registered in the Netherlands Chamber of Commerce.
- 1.1.3 Volt Lines Turkey is duly incorporated in accordance with Turkish Law and is duly registered in the Istanbul Chamber of Commerce.
- 1.1.4 Volt Lines MENA is duly incorporated in accordance with UAE Law and is duly registered in the Abu Dhabi Global Market Registration Authority.
- 1.1.5 This Agreement has been duly executed by the Sellers and the obligations provided for herein are legal and valid obligations binding on the Sellers and may be enforced against them in accordance with their respective terms.
- 1.1.6 The Seller and the Companies have obtained all approvals, permits, authorizations and licenses required to enter into and to perform their respective obligations under this Agreement.

1.2 **Corporate Information**

- 1.2.1 The Company was duly incorporated as a private company in accordance with the Dutch Law on 10 May 2019. The Company is registered with the Trade Register of the Dutch Chamber of Commerce and accurate and complete copies of Companies’ articles of association and amendments have been submitted to the Buyer. The articles of association and its amendments submitted to the Buyer do not contain any misleading or incorrect information. The Company has not been in any default under its organisational documents. The Company has duly and timely fulfilled all the registration and announcement procedures required to be made under the applicable Law under the establishment document. The Sellers and/or the Company have not made any dispositions contrary to its articles of association. The Company has the unrestricted right, power, authority, and capacity to own its assets and to conduct Business as conducted on the Effective Date. The Company has not repaid, redeemed or purchased any of its own shares, reduced its share capital or has it agreed to do any of such things.
- 1.2.2 Volt Lines Turkey was duly incorporated as a joint stock company in accordance with the Laws of the Republic of Turkey on 20 October 2017. Volt Lines Turkey is registered with the Istanbul Trade Registry and accurate and complete copies of Volt Lines Turkey’s articles of association and amendments have been submitted to the Buyer. The articles of association and its amendments submitted to the Buyer do not contain any misleading or incorrect information. Volt Lines Turkey has not been in any default under its founding documents. Volt Lines Turkey has duly and timely fulfilled all the registration and announcement procedures required to be made under the applicable Law under the establishment document. The Sellers and/or Volt Lines Turkey have not made any dispositions contrary to its articles of association. Volt Lines Turkey has the unrestricted right, power, authority, and capacity to own its assets and to conduct Business as conducted on the Effective Date. Volt Lines MENA has not repaid, redeemed or purchased any of its own shares, reduced its share capital or has it agreed to do any of such things.
- 1.2.3 Volt Lines MENA was duly incorporated as a private company in accordance with the Abu Dhabi Global Market Companies (Amendment No. 1) Regulations 2020 on 8 August 2021. Volt Lines MENA is registered with the Abu Dhabi Global Market Registration Authority and accurate and complete copies of Volt Lines MENA’s articles of association and amendments have been submitted to the Buyer. The articles of association and its amendments submitted to the Buyer do not contain any misleading or incorrect information. Volt Lines MENA has not been in any default under its founding documents. Volt Lines MENA has duly and timely fulfilled all the registration and announcement procedures required to be made under the applicable Law under the establishment document. The Sellers and/or Volt Lines MENA have not made any dispositions contrary to its articles of association. Volt Lines MENA has the unrestricted right, power, authority, and capacity to own its assets and to conduct Business as conducted on the Effective Date. Volt Lines MENA has not repaid, redeemed or purchased any of its own shares, reduced its share capital or has it agreed to do any of such things.

1.3 No Bankruptcy

- 1.3.1 Neither the Sellers nor the Companies have been declared insolvent or bankrupt or have filed for insolvency or bankruptcy nor is the Seller aware of any person having filed an insolvency or bankruptcy request.
- 1.3.2 The Companies have not, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, no creditor of the Companies has enforced any security over or has seized any assets of the Companies, no unsatisfied judgment is outstanding against the Companies has suspended or ceased to carry on all or a material part of its Business.

1.4 Share Capital. Titles of ownership

- 1.4.1 The Shares have been validly issued, subscribed for and paid up in full. The Shares represent 100% of the share capital of the Company.
- 1.4.2 The Sellers are the only owners of the Shares, which are free from any liens and/or Encumbrances (including any right -whether exercisable now or in the future and whether contingent or otherwise) to call for the conversion, issue, sale or transfer, redemption or repayment of any share or any other security giving rise to a right over or an interest in, the share capital of the Company. There are no existing, pending or, any threatened disputes affecting any of the Shares or Sellers' ownership or entitlement to dispose of any of them. There are no circumstances, which are likely to give rise to any such disputes. All previous share transfers with regards to the Shares have been duly made and registered in the share ledger of the Companies and there exists no pending or, threatened dispute, which seeks to challenge the validity of the Shares transfers made to the Sellers from former shareholders of the Companies. There are no warrants, option rights or other third Person rights to obtain any shareholding or other interest in the Companies.
- 1.4.3 The Sellers are entitled to sell and transfer the full legal and beneficial ownership of the Shares, in compliance with all applicable statutory requirements and any other corporate requirement in this regard.
- 1.4.4 Other than the convertible loans owed by the Company to Alain Wehbe and Jawad Qasim, restructured and shall be repaid in accordance with the table below, the Companies duly repaid all convertible loan agreements that it had been party or represented to be a party and the Companies don't have any unpaid loans or un-issued Shares in relation to its convertible loan agreements that it have entered into:

<u>Convertible Loan Holder</u>	<u>Principal</u>	<u>Interest</u>	<u>Payment Schedule</u>
Alain Wehbe	150,000	12,000 USD as of 30 June 2020 12,000 USD as of 30 June 2021 12,000 USD as of 30 June 2022	12,000 USD by 30 May 2022 12,000 USD by 30 June 2022 162,000 USD by 30 July 2022
Jawad Qasem	50,000	4,000 USD as of 30 June 2020	4,000 USD by 30 May 2022
Mohammad Yousef		4,000 USD as of 30 June 2021 4,000 USD as of 30 June 2022	4,000 USD by 30 June 2022 54,000 USD by 30 July 2022

- 1.4.5 The Company is the registered owner of the 100% share capital of Volt Lines Turkey and Volt Lines MENA, as current sole shareholder.

1.5 No Interference

The Sellers have not made a claim of any nature against the Companies that remains outstanding, and there are no circumstances, which entitle or are likely to entitle any of them to make such a claim. There is no dispute pending or, threatened against or affecting the Sellers and/or the Companies that in any manner challenges or seek to prevent, enjoin, alter or materially delay the execution or consummation of the Agreement or the Transaction, there are no circumstances likely to give rise to any of the foregoing.

1.6 No Pending Business Transaction

Any transaction required under this Agreement, the Companies are not a party to any agreement relating to the acquisition or sale of, or an economically equivalent transaction involving, any interests in other legal entities or any business or parts thereof.

2. PART B – BUSINESS WARRANTIES

2.1 Information

The Sellers have provided the Buyer with all information requested in relation to the Companies as well as its business to enable the Buyer to make proper assessment and determination. The information contained in this Agreement and the Data Room, as well as all written and verbal information given to the Buyer and its professional advisers in relation to the Shares, the Companies and the Business including their assets, is true, complete, accurate and not misleading and no material information has been omitted or hidden.

2.2 Articles of association, statutory books and other corporate matters

2.2.1 The statutory books, books of accounts and other records of any kind whatsoever of the Companies required by the applicable Laws: (1) are maintained in accordance with applicable Laws on a proper and consistent basis; (2) contain true, up-to-date and complete records of the matters required to be contained in such books and records; and (3) all the corporate resolutions required to be registered at any commercial registry and the documents required to be delivered by Law have been properly registered and delivered. Neither the Sellers nor the Companies have received any notice or allegation that any of them is incorrect or should be rectified and, there are no circumstances, which are likely to give rise to such a notice or allegation.

2.2.2 The governing bodies of the Companies, as well as all their attorneys-in-fact, have managed the Companies in the ordinary course of business and in compliance with applicable statutory and legal provisions, and have carried out their duties and position with the diligence and loyalty required by the Law.

2.2.3 The Companies are not a party to joint ventures, profit sharing agreements, temporary co-operative companies or associations of economic interests, any shareholders' agreement or similar arrangement.

2.2.4 The Company (i) does not hold any shares in any other company save for Volt Lines Turkey and Volt Lines MENA and the Companies do not have the benefit of any option or agreement to acquire all or any part of the share or loan capital or other securities of any other corporate body.

2.2.5 The current articles of association or constitutional documents of the Company are in the same form as those available at Trade Register of the Dutch Chamber of Commerce.

The current articles of association or constitutional documents of Volt Lines Turkey are in the same form as those filed at Istanbul Chamber of Commerce.

The current articles of association or constitutional documents of Volt Lines MENA are in the same form as those filed at Abu Dhabi Global Market Registration Authority.

No resolutions modifying the articles of association of the Companies are pending to be registered.

2.3 Financial Statements

2.3.1 A true and complete copy is included as Exhibit 2.3.1 of the individual financial statements (balance sheet and profit and loss account) of the Company corresponding to the financial year ended on 31 December 2021 and the individual financial statements (balance sheet and profit and loss account) of Volt Lines Turkey and Volt Lines MENA corresponding to the financial year ended on 31 December 2021; (jointly as the “**Financial Statements**”).

- 2.3.2 A true and complete copy is included as Exhibit 2.3.2 of (i) the profit and loss account of the Company and Volt Lines Turkey respectively for the period 1 January to 30 June 2021, and (ii) the balance sheet as of 30 June 2021 of the Company, Volt Lines Turkey and Volt Lines MENA respectively (the “**Financial Statements 2021**”).
- 2.3.3 The Financial Statements make full provision for or, as appropriate, disclose or make note or adjustment of all definite bad and doubtful debts and all accruals and liabilities and provisions (whether actual, contingent, quantified, unquantified or disputed) of the Companies as required by applicable Law as at date when they were drawn up.
- 2.3.4 The Financial Statements, as well as the financial accounts contained in Exhibit 2.3.2, (i) have been prepared in accordance with the applicable Laws, and (ii) show a true and fair view of the assets and financial situation of the Companies, as well as profit and loss on operations carried out in the period to which the Financial Statements relate in accordance with requirements of the said legislation and generally accepted policies, principles, estimation techniques, measurement bases, practices and accounting principles.
- 2.3.5 Except as per usual market practices of the banks or other financial institutions, no term of the existing credits of the Companies have been changed or renegotiated by its lenders on terms less favorable to the Companies.
- 2.3.6 The Companies do not have liabilities or obligations (actual or contingent, accrued or un-accrued) to third parties, debts, bonds, guarantees or securities or the type which should be accounted for in the Financial Statements which are not duly accounted for (including relevant accounting provisions) in the Financial Statements in accordance with the relevant applicable Law and generally accepted accounting principles.

2.4 **Absence of changes**

Since the date of the Financial Statements up to the Closing Date:

- 2.4.1 The Companies have carried out their Business, in all material respects, in the ordinary course of business without any disruption or interruption and as a going concern and have not increased their liabilities with third parties outside the ordinary course of business;
- 2.4.2 There has been no reduction in the value of the assets determined in accordance with the same accounting policies, estimation techniques, measurement bases, practices and procedures used in the preparation of the Financial Statements and on the basis that each of the assets is valued at a figure no greater than the value attributed to it in the financial statements or, in the case of any asset acquired after the date of the Financial Statements, at a figure no greater than cost;
- 2.4.3 All transactions between the Companies and each of the Sellers have taken place substantially in a manner and on terms substantially consistent with previous practice and, in any case, on an arm’s length basis;
- 2.4.4 The Companies have not acquired or disposed of any business or asset, nor have they agreed to do so, for the benefit of the Sellers or any Person connected with the Sellers after the date of the Financial Statements
- 2.4.5 The Companies have not borrowed any money;
- 2.4.6 The Companies have not changed their accounting procedures, principles or practices; have not amended their practices of managing their working capital including not seeking to defer payments to creditors or seeking to accelerate collections from debtors other than in accordance with consistent past practice;
- 2.4.7 The Companies have not settled any claims or litigation, arbitration or similar proceedings; and
- 2.4.8 No debt owed to the Companies has been released, deferred, subordinated, written off or had a credit issued against it (in whole or in part) or has proved to any extent irrecoverable.
- 2.4.9 The Companies have not entered into any agreement, commitment with any third party or failed to comply with, breached, amended, changed, rescinded or in any manner altered the material terms and conditions of any material contract to which the Companies are a party, and there are no obligations to execute or approve new agreements or contracts, which have not been expressly disclosed to the Buyer in the Data Room.

2.4.10 No bonus or other payment has been made or agreed to be made in connection with the performance of the Agreement including the payment of any costs, bonuses or other sums by the Companies to, or for the benefit of the Sellers or a Person connected with the Sellers.

2.4.11 In particular, except as expressly foreseen herein, no Leakage has occurred in the period between the date of the Financial Statements and the Closing Date.

For the purposes of this Clause, the expression "Leakages" used in relation to the Companies, means:

- payment of any amount (as dividend or other type of distribution –whether in cash or in kind–, return of contributions or payment for services) by the Companies to the Sellers or to any Connected Person to the Sellers,
- any return of capital (whether by reduction of capital or redemption or purchase of shares or otherwise) by the Companies or any amount payable on the repurchase, repayment, redemption, reduction or cancellation of any share capital, loan capital or other securities of any of the Companies,
- purchase or sale of any asset by the Companies, on the one hand, and the Sellers or any Connected Person to the Sellers on the other,
- the amount of any bonus (whether in cash or in kind) paid or payable to any shareholder, director or employee of any member of the Sellers' Group as an incentive to complete, or triggered by, the Transaction, incurred or reimbursed by, or charged to, any of the Companies; waiver of any amount or right by the Companies in favour of the Sellers, any Connected Person to the Sellers,
- any payment of or promise to pay interest or principal in respect of any indebtedness owed by the Companies in favour of the Sellers, or of any Connected Person to the Sellers,
- any guarantee, indemnity or security provided by the Companies in respect of the obligations or liabilities of the Sellers, or of any Connected Person to the Sellers,
- any other liabilities incurred (whether in cash or kind) or benefits conferred by the Companies in favour of the Sellers, or of any Connected Person to the Sellers, any payments made, or liabilities incurred, by the Companies with respect to any director or any third party in connection with or relating to this Agreement (including any transaction or retention bonuses or management or advisers' fees payable in connection with the Transaction contemplated in this Agreement).
- any expenses as a consequence of any of the actions above referred.
- but in any event excluding Permitted Leakages or except to the extent that the Leakage is covered by any specific allowance, provision or reserve in the Financial Statements. For this purpose, an allowance, provision or reserve shall be deemed to be specific if it can be reasonably evidenced on the basis of the financial administration of the Companies that such allowance, provision or reserve was intended by the management of the Companies to relate fully or partly to the relevant fact, matter or claim. For these purposes "Permitted Leakages" means:
 - emoluments and other economic entitlements properly payable to an employee, director, consultant or officer of any of the Companies and due and accrued up to and including Closing under any service or other consultancy agreement or by virtue of their employment, consultancy or directorship in force at the date of the Financial Statements; and
 - management fees and other disbursements payable under the management agreement between Sellers, any Connected Person to the Sellers and any of the Companies;
 - any amount of Tax imposed on or payable by any of the Companies in respect of any of the foregoing;
 - any Leakages previously approved in writing by the Buyer.

2.5 Assets

- 2.5.1 Title: The Companies possess valid legal title over the machineries, equipment, fittings, and other moveable assets it uses, and they maintain them in proper and safe working order, ensuring that they are adequate for the purposes for which they are required in the terms established in the applicable Law.
- 2.5.2 The Company is the legal owner of (i) the passenger App (for iOS and Android) named “Volt Lines”, (ii) the driver App (for iOS and Android) named “Volt Lines”, the web-based management module, as well as of (iii) the back-end, architecture, algorithms, simulators, data reports and map data set. Those Apps are in good working order.
- 2.5.3 Permits: The Companies have all the valid licenses, permits, records and administrative authorizations or similar titles required in order to legally possess and operate the aforementioned machineries, equipment and other moveable assets. All fees required to have been paid in connection with such governmental authorizations have been paid.
- 2.5.4 The Sellers have not received any written information or request from any competent authorities in relation to the lack of any of the licenses, permits, records and administrative authorizations or similar titles required by Law for operation of the Business or no competent Authority intends to modify, revoke, cancel, terminate or not renew any governmental authorization of the Companies. No event has occurred that, with or without notice or lapse of time or both to result in the revocation, suspension, lapse or limitation of any governmental authorization of the Companies.

2.6 Agreements

In relation to all material contracts where the Companies are a party:

- 2.6.1 To the Sellers’ knowledge each contract to which the Companies are party is in compliance with applicable Law and in full force, effect, and binding on the parties to it.
- 2.6.2 The formalization of the transaction, does not imply a breach or termination cause of any of such contracts; do not contain a change of control Clause, change of ownership structure or similar Clause that might be triggered as a consequence of the execution of the transaction; and
- 2.6.3 No notice of event of default, termination of or intention to terminate any contract (either it be written or oral) has been received by the Companies and/or the Sellers and to the Sellers’ knowledge none is anticipated. The Companies have not breached any of the contracts of which they are part of, nor has, to the Sellers’ knowledge, any breach taken place by the counterparties of such contracts.
- 2.6.4 No financial lease agreement is in force.

2.7 Financial liabilities

- 2.7.1 There are no outstanding accounts: (1) loans made by the Companies to, or debt owing to the Companies by, the Sellers or any director of the Companies or any Connected Person with them; nor (2) any agreement or arrangement to which the Companies are a party and in which the Sellers or any director of the Companies appointed by the Sellers or any Connected Person to the Seller has an interest.
- 2.7.2 There is no outstanding guarantee, indemnity, or security given by the Companies for the benefit of the Sellers, any director of the Companies or any Connected Person to them.

2.8 Real estate

- 2.8.1 Condition of the Real Estate Properties: The Real Estate Properties of the Companies (the “**Real Estate Properties**”) are in a good state of upkeep and maintenance, and neither they nor the installations contained therein are affected by any construction faults or defects.
- 2.8.2 Service, utility, maintenance and similar agreements: The Companies are not party to any other service agreements regarding Real estate. The Companies are currently up to date in the performance of its obligations under the service agreements.
- 2.8.3 Zoning legislation and licenses: The Sellers are not aware of any fact or circumstance (a) for which the Real Estate Properties (and the activities carried out therein) were not in conformity with applicable zoning regulations or (b) under which the existing licenses for the use, operation and functioning of the Real Estate Properties may be challenged.

- 2.8.4** The Sellers have not received any written information or request from any competent authorities in relation to the lack of any of the licenses required by Law for the construction, opening and operation of the Business in the Real Estate Properties.
- 2.8.5** Environmental matters: The Sellers and the Companies have not received any written notice or claims in relation to environmental liabilities connected with the Real Estate Properties or the Business.
- 2.8.6** No activity has been developed which could result in a potential contamination of the Real Estate Properties.
- 2.9 Taxes**
- 2.9.1** The Companies have complied with all applicable Tax Laws and regulations in relation to all Tax periods open to inspection and are up-to-date with all required Tax payments and filing of declarations, returns, withholdings, information disclosures or any other obligations pursuant to any applicable Tax Law or regulation, as well as any other fees, duties or payments to any Authority or agency or to any third party as may be required in connection with the Transaction. No Tax inspection or verification procedures are being carried out in relation to periods prior to Closing.
- 2.9.2** Tax attributes are fully in force and in compliance with Law and the Companies have in their possession all supporting documents to evidence this, including where such rights had arisen in periods that are now time barred.
- 2.9.3** All transactions and agreements entered into by the Companies and any current or past associated enterprises, local affiliates or any third party have been and are on fully arm's length terms. There are no circumstances which could cause any Authority to make any adjustment for Tax purposes, or require any such adjustment to be made, to the terms on which any such transaction is treated as taking place. The Companies have maintained the transfer pricing documentation and records in relation to any related party payments as required under applicable Laws and regulations.
- 2.9.4** There are no encumbrances upon any properties or assets of the Companies arising from any failure or alleged failure to pay any Tax.
- 2.9.5** The Companies have materially fulfilled the obligations legally incumbent in relation to any subcontractors engaged during the years open to Tax inspection, in full compliance with the applicable Law (including but not limited to grounds, verification of fulfilment of Tax, salary and social security obligations by contractor and/or subcontractor companies).
- 2.9.6** The Companies have no branch, agency, permanent establishments ("PEs"), including fixed place PEs, service PEs, sales agent PEs, digital PEs and/ or any other forms of taxable presence.
- 2.10 Employment and social security aspects**
- 2.10.1** The employees of the Companies, at the execution date of this Agreement, are described in Exhibit 2.10.1, pointing out their seniority, yearly gross earnings and remuneration in kind, and whether their employment contracts are fixed, part-time or any other type. No negotiations or change whatsoever has taken place or is under way regarding these conditions and there is no undertaking whatsoever to carry out any changes.
- 2.10.2** The Companies currently comply and have at all times complied with the obligations relating to employment, social security, health and safety, and pensions undertakings set out in the applicable Law and/or relevant collective agreement, and in the individual contracts they have signed with its employees.
- 2.10.3** The Companies comply with relevant regulations relating to subcontracting and self-employees and, there is no reason why employees of their subcontractors or the self-employees could claim the benefit of a contract of employment with a Group Company.
- 2.10.4** The Companies are up-to-date in the payment of all amounts which are payable, to workers who currently offer their services to the Companies, or who have in the past offered their services to the Companies, both directly and indirectly, either as employees or via third parties, as members of the board of directors, agents, representatives, etc.

- 2.10.5** The Companies have not entered into any recognition or other agreement with an employee union or received any request from an employee union for recognition, nor have they carried out any act, which may be construed as giving an employee union any legal entitlement in relation to recognition. No collective bargaining agreement exists.
- 2.10.6** The Companies pay the employees' wages in the proper manner and amount in accordance with the provisions of the applicable collective bargaining agreement and applicable legislation. The Companies are up-to-date in their payment of the necessary social security contributions, pursuant to the legislation in force and in the due amounts, and has submitted its contribution payment reports and all the other required documentation, in the manner and within the time periods established to this end in the legislation in force. No failure to make payment, delay or deferral payments or deposited contributions for a lower amount than is due has taken place, nor has any administrative debt claim for contributions, sanctions or settlements been filed regarding non-compliance with social security obligations.
- 2.10.7** There is no term of employment for any Employee that provides that a change in the shareholding structure of the Companies will entitle such individual (a) to treat the change of shareholding structure and the execution of the Agreement as a breach of his or her employment contract, (b) to any payment, benefit or change of terms of employment (whether or not conditioned upon the occurrence of any other event), or (c) to treat himself or herself as redundant or released from any obligation to the Companies.
- 2.10.8** All the employees, executives and members of the board of directors of the Companies, are duly included in the corresponding social security regime in accordance with the social security legislation.
- 2.10.9** The relevant labour authorities have been notified of the opening of the Companies' working premises, in the manner and within the periods required under the applicable legislation.
- 2.10.10** The Companies have drawn up and signed their employment contracts in full compliance with all legal and regulatory requirements and in compliance with the end purpose inherent to the type of contract used in each case. The temporary status clauses of the temporary employment contracts are correctly founded in accordance with the regulations applicable to each type of contract.
- 2.10.11** No covenant or commitment exists by virtue of which the Companies are bound to pay any severance or compensation whatsoever for contractual resolution in an amount greater than the corresponding legal severance provided for Laws in each particular case.
- 2.10.12** The Companies have not agreed any special covenants in the employment contracts, such as exclusivity, permanence and post contractual non-compete clause, except for the confidential and post contractual non-compete agreement executed or concluded with all the employees of the Companies. Likewise, the covenants banning post-contractual competition have been correctly subscribed and duly compensated according to the Law.
- 2.10.13** The Companies have not agreed any other compensation with any other individual linked to the Companies by a commercial or labour relationship in case the requirements described take place or a transaction of this nature.
- 2.10.14** The Companies have complied and continues to comply with all employment Law rules regarding work time registration and overtime.
- 2.10.15** No employee is entitled to receive any benefit derived from the exercise of any right or option under an ESOP, stock option plan or share plan from the Companies.
- 2.10.16** No particular profit sharing and/or other performance related incentive schemes exist which are not state or mandatory schemes. Likewise, the parameters of the variable remuneration policies subscribed by the Companies are correctly fixed in written form, according to the Law.
- No external pension schemes have been entered into by the Companies for the benefit of its employees and the Companies do not have (nor ever has had) any liability regarding any pension scheme (whether defined benefit or otherwise). There have been no increases in any salaries in the six (6) months prior to the date of this Agreement, nor any Companies have made any commitment to any of its employees regarding an increase in their salaries or other remuneration or compensatory arrangements (including any bonus).

- 2.10.17** The Companies declare that a group of companies from a labour perspective does not exist with other companies who hold shares of the Companies and that the labour Authorities have not declared it.
- 2.10.18** There is no former employee of the Companies who has a statutory or contractual right to be considered as an employee of the Companies.
- 2.10.19** All employees of the Companies have been duly registered as employees of the Companies, with the relevant social security authorities and the Companies have complied with all its respective social security contribution obligations within the prosecutable periods as at the date hereof and are up to date with such obligations and with all the legal obligations regarding social security and tax withholdings.
- 2.10.20** The Companies have not taken any measure as a result of the COVID 19 pandemic situation, concerning the employees of the Companies.
- 2.10.21** The Companies have not received written notification regarding any pending labour conflict, including strikes, work stoppages or collective claims in relation to its employees, nor are they aware of the existence of any judicial or administrative proceedings (including inspection or verification proceedings by the Social Security) in progress in relation to labour, social security or occupational risk prevention matters initiated in which the Companies are subject.
- 2.10.22** No claims or actions being brought or pending on behalf of any employees or former employees against the Companies or other employees of the Companies have been notified to the Companies or are expected to be notified at the execution date of this Agreement.
- 2.10.23** The Companies have always complied with all Laws regarding employee representation and also in relation to any information or consultation obligations with employees and/or employee representatives.
- 2.10.24** The Companies comply with and has complied with any applicable Health and Safety Legislation. Likewise, the Companies have carried out the specific assessments on prevention of labour risks applicable to those remote workers.

2.11 Protection of personal data

- 2.11.1** The Companies have complied and comply with all the legal obligations set out in the applicable Laws and regulations regarding protection of personal data and the collection and use of personal data. On the other hand, Volt Lines Turkey has yet to commit the necessary resources to audit its data processing and data security procedures to make it fully compliant with the data protection regulations and register such with the appropriate authorities, which Volt Lines Turkey commits to undertake within 6 months after the Closing.
- 2.11.2** All agreements executed by the Companies with customers and implying processing by the Companies of data controlled by its customers include the necessary specifications and undertakings in application of the applicable privacy Laws and regulations.
- 2.11.3** To Sellers' knowledge all agreements executed by the Companies with subcontractors implying access by the latter to data controlled by the customers of the Companies include the necessary specifications and undertakings in application of the applicable privacy Laws and regulations and have been duly authorized by the corresponding customers.
- 2.11.4** All data subjects whose data are processed by the Companies as data controller (i) have been provided by the Companies with the appropriate transparency notice and description of the processing of their data by the Companies in accordance with applicable privacy Laws and regulations and (ii), when appropriate, have duly consented to such processing. These data subjects who have been informed include customers of the Companies, potential customers, employees, applicants and subcontractors.

- 2.11.5** The Companies have in place protocols (i) for auditing its own compliance with the applicable privacy Laws and regulations, (ii) for dealing with security breaches and notifying them to the appropriate supervising authorities, (iii) for complying with data subjects' requests relating to their rights; and (iv) for complying with personal data retention and erasure principles; all of it in accordance with the requirements with the applicable privacy Laws and regulations.
- 2.11.6** Subject to Clause 2.11.6, the Companies have fully complied with all registration and documentation requirements under the applicable data protection Laws and regulations and keep traceable proceedings regarding the handling of personal data.
- 2.11.7** To the Sellers' knowledge and subject to Clause 2.11.6, the Companies have, at all times, taken appropriate security measures against unauthorized access to, or unauthorized alteration, disclosure or destruction of, personal data and against all other unlawful forms of processing and have taken all reasonable steps to ensure that its employees, contractors and other relevant persons have been made aware of and comply with such security measures.
- 2.11.8** Generally, the Companies have not transferred, and does not transfer, any personal data controlled or processed by them to any territory outside the territory which the Companies are established in. In cases where the Companies have transferred or do transfer data outside the territory which the Companies are established, such transfers have been and/or are carried out based on appropriate guarantees in full compliance with applicable Law and with appropriate notice to the data subjects of such processing.
- 2.11.9** The Companies have not (a) received any enforcement notices, information notices or prohibition notices from the competent Data Protection Agency or any relevant equivalent national supervisory, regulatory or enforcement body in any other jurisdiction, (b) received any written notice from the competent Data Protection Agency or any relevant equivalent national regulatory or enforcement body in any other jurisdiction alleging non-compliance by the Companies with applicable data protection Laws and regulations or (c) received any written notice from the competent Data Protection Agency or any relevant equivalent national supervisory, regulatory or enforcement body in any other jurisdiction alleging a data subject has filed a complaint against it.
- 2.11.10** No claims or actions by third parties has been submitted against the Companies and no inspections have been initiated by the public authorities, for the breach of any obligations in relation to personal data protection by the Companies.
- 2.11.11** To the Sellers' knowledge the use by or on behalf of the Companies of any data, including any personal information, does not infringe, misappropriate, or otherwise violate the rights of any Person or otherwise violate any applicable Law.

2.12 Intellectual and Industrial Property

- 2.12.1** All the trading names, trademarks, patents and other intellectual or industrial property rights regularly used by the Companies, as well as, intellectual property rights on the software and computer programs, (including without limitation the backend that manages requests, the algorithm, the systems status of the dashboard and the driver and customer simulator, any other programs, improvements and updates) and applications (including driver and customer applications)), all of it the "**Companies' IP Rights**", belong to the Company for the territory of the whole universe, on an unlimited and perpetual basis, royalty-free, including any extensions and/or renewals, for the maximum extent permitted in Law, and have been duly registered in its name, and their use has not been subject to license or permanent or temporary assignment to any third party. All the Companies' IP Rights are solely, legally and beneficially owned by the Companies free from any Encumbrance. In addition, the Companies are in a position to provide sufficient evidence of the existence, ownership and chain of title of the Companies' IP Rights so as to be able to reject any challenge against such existence and/or ownership. The Companies' IP Rights are valid and maintained, and there are not outstanding material obligations in respect of the Companies. The Companies, in any manner, have not granted any present or future encumbrances in favour of any Person, or are not under the obligation or contractual arrangement creating an obligation to transfer or to create, change or abolish any encumbrances on any of its Companies' IP Rights. The Companies are free to dispose of the respective Companies' IP Rights in any manner, and such dispositions would not violate applicable Law.

- 2.12.2** The Companies comply with the legal requirements to maintain in force the ownership of the Companies' IP Rights as well as to continue using said Companies' IP Rights and, in particular, is up-to-date in its payment of all royalties and fees on the Companies' IP Rights. In addition, the Companies have prudently pursued all the necessary procedures in order to safeguard and protect any intellectual property not registered to the Companies.
- 2.12.3** The Companies' IP Rights: (i) are to the Sellers' knowledge being used in compliance with the Laws, contracts and agreements applicable to the Companies' IP Rights; (ii) do to the Sellers' knowledge not infringe or misappropriate any intellectual or industrial property right owned by any third party; and (iii) to the Sellers' knowledge no third party has infringed, misappropriated, challenged the validity or enforceability, or carried out an unauthorized use of any Companies' IP Rights. The Companies do not use or incorporate any open-source software in any of the Companies' IP Rights and/or products made available to customers.
- 2.12.4** The terms of the licenses and agreements relating to the intellectual and industrial property and software used by the Companies (the "**Licensed-In IP Rights**") are valid, binding and currently in force. The Companies have not breached the terms of these licenses and/or agreements, no dispute has arisen in this regard, and are entitled to use all the programs, trademarks, patents, utility models and intellectual and industrial property rights that it uses in the course of its business.
- 2.12.5** The owned Companies' IP Rights and the Licensed-In IP Rights are the only IP Rights required by the Companies to carry on its business. The Companies' business further, does not depend on the maintenance of any Licensed-In IP Rights which cannot be substituted for another license generally available in the market.
- 2.12.6** Where the Companies have assigned any IP Rights in a project developed by it to a customer, this does not restrict its ability to carry on its business or provide the same or similar products and services for any other person, and its business does not infringe the rights so assigned.
- 2.12.7** The Companies' IP Rights have been created or developed by employees of the Companies and contractors on written terms vesting ownership of those IP Rights in the Companies and full ownership in the IP Rights developed by such employees and contractors has been transferred to the Companies without restrictions. No employee, contractor or former employee or contractor of the Companies, or any third party or a Seller, has made or is entitled to claim that it has any rights in relation to the Companies' IP Rights.
- 2.12.8** The Companies have at all times taken reasonable industry standard measures to protect the confidentiality of its Trade Secrets and other IP Rights.
- 2.12.9** None of the Companies' IP Rights has been or, is likely to be subject to challenge, opposition or attack or any claim for ownership or compensation by any third Person. The Companies have not received notice of any pending or threatened proceeding or any claim in which any Person alleges that any of the Companies' IP Rights have violated and infringed any other Person's Intellectual Property rights
- 2.12.10** The Companies have not infringed any third party intellectual or industrial property rights and there are no claims outstanding in this regard.

2.13 Incentives

The Companies fulfilled all of their obligations with regards to any incentives (including the R&D Center incentives) it has applied or benefited from, and complies and has complied with any and all conditions imposed under applicable Law or by any Authority in connection with such incentives. All applicable conditions and requirements to which the benefit such incentive is subject have been duly satisfied.

2.14 Insurance

- 2.14.1** The Companies (i) have entered into (and remain in force) all the insurance policies necessary to comply with their legal and contractual obligations and to cover their assets and day-to-day activities and (ii) have paid all corresponding premiums on such insurance policies in accordance with their respective terms.

2.14.2 The Companies have not made any claim under any such insurance policies which is still outstanding and in respect of which any insurer has refused coverage.

2.15 Confidential Information

Except for ordinary business conduct, fulfillment of the contractual obligations or its contrary required by the applicable Law, any confidential business information of the Companies:

- (i) is in the exclusive possession or under the direct control of the Companies,
- (ii) is and has been kept strictly confidential,
- (iii) is reasonably documented and accessible, such that the Buyer will be able to take the full benefit of it,
- (iv) is not subject to any third Person restriction as to its use, exploitation or disclosure, or
- (v) any confidentiality obligations given by any third Persons in relation to the Confidential Information has not been breached of and there are no circumstances which are likely to give rise to any such breach or actual or alleged misuse.

2.16 Subsidies

The Companies have not received any grant, subsidy or financial assistance from any European or governmental department or agency or any local or other Authority, whether under any regional development grant, or temporary employment subsidy or otherwise.

2.17 Regulatory Matters

2.17.1 To the Sellers' knowledge the Companies comply in all material respects with all applicable Laws and any license, permission, registration, filing, permit, certificate, approval, consent or other authorization (public or private).

2.17.2 The Companies have not received a notice from a public administration claiming that it lacks a license, permission, registration, filing, permit, certificate, approval, consent or other authorization (public or private) required for carrying on its Business in accordance with all applicable Laws and regulations.

2.17.3 The Companies hold all licenses, permissions, registrations, filings, permits, certificates, approvals, consents or other authorizations (public or private), required for carrying on its Business effectively in the places and in the manner in which it is carried on at the date of this Agreement in accordance with all applicable Laws and regulations.

2.18 Environment

2.18.1 No claims or proceedings have been notified to the Companies with respect to any breach of environmental Laws relating to the Companies. There are no past or present actions, activities, circumstances, conditions, events or incidents, whether arising directly or indirectly from the conduct of the Companies that could result in breach of the environmental Laws.

2.18.2 The Companies have not received any notice, report or other information regarding any actual or alleged violation of any environmental Laws, including any investigatory, remedial or corrective obligations relating to the Companies or any real property or other property or any facility currently or previously owned, leased, operated or controlled by the Companies.

2.18.3 The Companies are not aware of the existence of any environmental matters related to their business, at or around any property thereof, which could: (a) give rise under any environmental Law to any fines, penalties, losses, damages, expenses or other liabilities; (b) require the carrying out of any works; or (c) otherwise directly or indirectly result in any material costs, losses or expenses being incurred; and no such events, actions or circumstances are likely to arise.

2.19 Competition

2.19.1 The Companies are or have not been party to or involved in any agreement, understanding, arrangement, concerted practice or conduct which (in whole or in part) infringes or has infringed any competition Laws.

- 2.19.2** The Companies have not received any written notice, request for information, order, letter, process or other communication of any kind from any Authority in relation to any competition Law; or received any written complaint or threat to complain under, or by reference to any alleged infringement of, any competition Law from any Person; or been the subject of or affected by any investigation, reference or proceedings in relation to any competition Law; or been party to any proceedings in which any competition Law was pleaded or relied on and there are no circumstances which are likely to give rise to any of such things.
- 2.19.3** The Companies are not a party to a vertical agreement as per competition Laws or have engaged in concerted practices with other undertakings and do not impose price controls on its distributors or business partners.

2.20 Anti-corruption

- 2.20.1** Each transaction of the Companies has been properly and accurately recorded on the books and records of the Companies and each document on which entries in the Companies' books and records are based (including purchase orders, customer or company invoices and service agreements) is accurate and complete in all respects. The Companies maintain internal accounting controls, internal controls over financial reporting and disclosure controls and procedures adequate to ensure that (a) books, records and accounts accurately and fairly reflect, in reasonable detail, the transactions and dispositions of the Companies' assets, (b) the integrity of its financial statements is maintained and (c) access to assets is permitted only in accordance with management's general or specific authorizations.
- 2.20.2** Neither the Companies nor any officer, attorney, representative or agent of the Companies have either in private business dealings or in dealings with the public or government sector directly or indirectly given, made, offered or received or agreed (either themselves or in agreement with others) to give, make offer, or receive any payment, gift or other advantage which a reasonable person would consider to be unethical, illegal or improper, or committed or attempted to commit (either themselves or in agreement with others) any other corrupt act.
- 2.20.3** The Companies have not received any written communication from any Authority that alleges that the Companies or any of its current or former Employees, is or may be in violation of, or has, or may have, any liability under, the anti-corruption Laws, and no such potential violation of the anti-corruption Laws has been discovered by or brought to the attention of the Companies since their formations.

2.21 Litigation and judicial proceedings

The Companies are not involved in any judicial or arbitration proceedings or proceedings processed by any other Authority.

2.22 Transaction costs

The Companies have not paid/promised to pay, nor is it liable for any outstanding finder's fee, brokerage or other commission or advisers' fees, costs or expenses (including in relation to any fees of any accountant, lawyer or financial adviser or equivalent) in connection with the Agreement and Transaction

2.23 Swvl Shares

- 2.23.1** Each Seller is acquiring the Swvl Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person.
- 2.23.2** No Seller will sell, transfer, or otherwise dispose of any of the Swvl Shares except in compliance with the terms and conditions set forth in Swvl Holdings' organizational documents and the registration requirements or exemption provisions of the Securities Act and any other applicable securities laws.
- 2.23.3** Each Seller is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Swvl Shares and of making an informed investment decision.
- 2.23.4** Each Seller is an "accredited investor" (as that term is defined by Rule 501 of the Securities Act), and (i) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Swvl Shares, (ii) has had an opportunity to discuss with Swvl Holdings and its representatives the intended business and financial affairs of Swvl Holdings and to obtain information necessary to verify any information furnished to it or to which it had access and (iii) can bear the economic risk of (x) an investment in the Swvl Shares and (y) a total loss in respect of such investment.

-
- 2.23.5** Each Seller has knowledge and experience in business and financial matters so as to (i) enable it to understand and evaluate the risks of and form an investment decision with respect to its investment in the Swvl Shares and (ii) protect its own interest in connection with such investment.
- 2.23.6** Each Seller's acquisition of the Swvl Shares is not the result of any general solicitation or any general advertising (within the meaning of Rule 506(b) of Regulation D promulgated by the Commission under of the Securities Act.)

Dated 28 April 2022

Share Sale and Purchase Agreement
relating to **Zeelo Limited**

between

The Investor Sellers

The Management Sellers

The Minority Sellers

Swvl Holdco Corp

Swvl Global FZE

and

Swvl Holdings Corp

Table of Contents

	Page
1. Interpretation	1
2. Sale and Purchase	11
3. Consideration	11
3A. Pre-Completion	15
4. Completion	16
5. Sellers' Warranties	17
6. Sellers' Limitations on Liability	19
7. Restrictions on Sellers	21
8. Business Information	22
9. Confidentiality	23
10. Announcements	24
11. Assignment	24
12. Further Assurance	24
13. Entire Agreement	24
13A. Guarantee	25
14. Severance and Validity	26
15. Variations	26
16. Remedies and Waivers	26
17. Effect of Completion	26
18. Third Party Rights	26
19. Payments	27
20. Costs and Expenses	27
21. Notices	27
22. Counterparts	28
23. Governing Law and Settlement of Disputes	29
24. Sellers' Representatives	29
Schedule 1 The Sellers	45
Part 1 Investor Sellers	45
Part 2 Management Sellers	50
Part 3 Minority Sellers	51
Part 4 Employee Optionholders	57
Schedule 2 The Group	60
Part 1 Details of the Company	60
Part 2 Details of the Subsidiaries	61
Schedule 3 Completion Arrangements	63
Part 1 Sellers' Obligations	63
Part 2 Purchaser's Obligations	65
Schedule 4 Tax Covenant	66
Schedule 5 Earn-out Consideration	76
Schedule 6 Form of the Purchaser's Amended and Restated Memorandum and Articles	88
Schedule 7 Form of Accredited Investor Certificate	124

Between:

- (1) The persons whose details are set out in Part 1 (*Investor Sellers*) of Schedule 1 (*The Sellers*) (jointly referred to as the “**Investor Sellers**” and individually as an “**Investor Seller**”);
- (2) The persons whose details are set out in Part 2 (*Management Sellers*) of Schedule 1 (*The Sellers*) (jointly referred to as the “**Management Sellers**” and individually as a “**Management Seller**”);
- (3) The persons whose details are set out in Part 3 (*Minority Sellers*) of Schedule 1 (*The Sellers*) (jointly referred to as the “**Minority Sellers**” and individually as a “**Minority Seller**”);
- (4) The **Investors Sellers’ Representative**;
- (5) The **Management and Minority Sellers’ Representative**;
- (6) **Swvl Holdco Corp**, a BVI business company incorporated in the British Virgin islands with registered number 2096167 and whose registered office is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Purchaser**”);
- (7) **Swvl Global FZE**, a free zone establishment with limited liability organized under the laws of the Dubai World Trade Centre with license number L-0406 and whose registered office is at Floor 2, the Offices 4 – One Central, Dubai World Trade Centre, Dubai, the United Arab Emirates (the “**Swvl Global**”); and
- (8) **Swvl Holdings Corp**, a BVI business company incorporated in the British Virgin islands with registered number 2070410 and whose registered office is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (“**Swvl TopCo**”).

Whereas:

- (A) Particulars of the Company and each of its Subsidiaries (as defined in Clause 1.1 (*Interpretation*)) are set out in Schedule 2 (*The Group*).
- (B) The Sellers have agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in Clause 1.1 (*Interpretation*)) in each case on the terms and subject to the conditions of this Agreement.
- (C) This Agreement is entered into for the purposes of, and in connection with, the sale and purchase of the Group and the Business (as defined in Clause 1.1 (*Interpretation*)).

It is agreed:

1. Interpretation

1.1 In this Agreement:

“**A Loan Notes**” has the meaning given to it in Clause 3.2 (*Consideration*);

“**A Put Price**” has the meaning given to it in Clause 3.2 (*Second A Put Option*);

“**Accounts Date**” means 31 December 2021;

“**Affiliate**” means, in respect of each Seller, its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of that Seller and all other subsidiaries and subsidiary undertaking of any such holding company or parent undertaking as the case may be from time to time;

“**Agents**” means, in relation to a person, that person’s directors, officers, employees, advisers, agents and representatives;

“**Audit Adjustment**” has the meaning given to it in 3.15 (*Consideration*);

“**Audited Accounts**” means the audited financial statements of the Company and the audited consolidated financial statements of the Group for the accounting reference period ended on the Accounts Date, together with, in each case, the auditors’ and directors’ reports and the notes on the audited financial statements, such financial statements comprising, in each case, a balance sheet, a profit and loss account and a cash flow statement;

“**B Loan Notes**” has the meaning given to it in Clause 3.4 (*Consideration*);

“**B Put Price**” has the meaning given to in Clause 3.4 (*Second B Put Option*);

“**BCA**” means the BVI Business Companies Act (As Revised);

“**Business**” means the business of the Group comprising a B2B bus sharing platform, generating revenue from supplying technology enabled and sustainable commuting solutions to organisations, including corporates and schools, as conducted by it on the date of this Agreement;

“**Business Day**” means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in the BVI, United Kingdom and United Arab Emirates;

“**Business Intellectual Property**” means the Intellectual Property or Registered Intellectual Property owned, used or held for use by the Group;

“**BVI**” means the British Virgin Islands;

“**C Loan Notes**” means loan notes issued pursuant to the terms of the Swvl Inc Loan Note Instrument between the Sellers and Swvl Inc in accordance with the terms of the First C Put Option;

“**CTA**” means the Corporation Tax Act 2010;

“**Claim**” means any Warranty Claim, or any Tax Covenant Claim;

“**Close Brother Facility**” means the debt purchasing arrangements for the provisions of working capital to the Company comprising of:

- (a) a signed debt purchasing agreement between the Company and Close Invoice Finance Limited for up to £1,500,000;
- (b) standard terms and conditions (relating to the debt purchasing agreement); and
- (c) a recovery loan scheme side letter dated 1 December 2021.

“**Companies Act**” means the Companies Act 2006;

“**Company**” means Zeelo Limited, further details of which are set out in Part 1 of Schedule 2 (*The Group*);

“**Completion**” means completion of the sale and purchase of the Shares under this Agreement;

“**Completion Date**” means 24 May 2022 or such other date as the Parties agree in writing;

“**Consideration**” means the consideration payable for the Shares as set out in Clause 3 (*Consideration*);

“**Consideration A Shares**” means 1,875,410 Preferred A Shares of the Purchaser having the rights set out in the Purchaser’s M&As;

“**Consideration B Shares**” means 937,706 Preferred B Shares of the Purchaser having the rights set out in the Purchaser’s M&As;

“**Consideration C Shares**” means 2,813,121 Preferred C Shares of the Purchaser having the rights set out in the Purchaser’s M&As;

“**Consideration D Shares**” means 2,813,121 Preferred D Shares of the Purchaser having the rights set out in the Purchaser’s M&As;

“**Consideration E Shares**” means 2,813,121 Preferred E Shares of the Purchaser having the rights set out in the Purchaser’s M&As;

“**Consideration Shares**” means, together, the Consideration A Shares, the Consideration B Shares, the Consideration C Shares, the Consideration D Shares, and the Consideration E Shares;

“**Convertible Promissory Note (Signing)**” means the US\$ 5,000,000 convertible promissory note entered into between the Company as borrower and Swvl Global FZE as lender on or around the date of this Agreement;

“**D Loan Notes**” means loan notes issued pursuant to the terms of the Swvl Inc Loan Note Instrument between the Sellers and Swvl Inc in accordance with the terms of the First D Put Option;

“**Deferred Cash Consideration**” means the portion of the Consideration payable in cash by the Purchaser to the Sellers pursuant to Clauses 3.1(b) and 3.1(c) (*Consideration*);

“**Deferred Cash Consideration Date**” means each date on which the Deferred Cash Consideration is paid by the Purchaser to the Sellers pursuant to Clauses 3.1(b) and 3.1(c) (*Consideration*);

“**Deferred Consideration**” means each of the Deferred Cash Consideration and the Deferred Share Consideration;

“**Deferred Consideration Date**” means each of the Deferred Cash Consideration Date and the Deferred Share Consideration Date;

“**Deferred Share Consideration Date**” means each of the First Deferred Share Consideration Date and the Second Deferred Share Consideration Date;

“**E Loan Notes**” means loan notes issued pursuant to the terms of the Swvl Inc Loan Note Instrument between the Sellers and Swvl Inc in accordance with the terms of the First E Put Option;

“**Earn-out Consideration**” has the meaning given to it in Schedule 5 (*Earn-out Consideration*);

“**Employee Option Exercise Documents**” means:

- (a) option exercise notices from each Employee Optionholder who is exercising or has exercised some/all of his/her Employee Options prior to Completion;
- (b) election forms under section 431(1) ITEPA 2003 disapplying all restrictions in relation to each Employee Optionholder (UK) becoming the owner of a proportion of the Option Shares; and

(c) board resolutions of the Company approving the exercise of the Employee Options and the issue of the Employee Option Shares under the Employee Options (as well as any shareholder approvals that may be required);

“**Employee Option Shares**” means the total of 23,719,166 ordinary shares of £0.00001 each in the capital of the Company (being part of the Shares);

“**Employee Options Roll-over Agreements**” means the agreements in substantially agreed form pursuant to which the Employee Optionholders (Rolling) will exchange the unexercised part of their Employee Options for Swvl TopCo Options (in respect of such number of TopCo Consideration Shares as is equivalent to the numbers and classes of shares as set out against their respective names in columns (4) to (8) of the table in Part 4 of Schedule 1);

“**Employee Optionholders**” those Sellers whose names are set out in Part 4 (*Employee Optionholders*) of Schedule 1 (*The Sellers*);

“**Employee Optionholders (Rolling)**” those Employee Optionholders against whose name ‘No’ appears in the third column of the table in Part 4 (*Employee Optionholders*) of Schedule 1 (*The Sellers*);

“**Employee Optionholders (UK)**” those Employee Optionholders against whose name ‘Yes’ appears in the third column of the table in Part 4 (*Employee Optionholders*) of Schedule 1 (*The Sellers*);

“**Employee Options**” means the options to subscribe for shares in the capital of the Company granted by the Company to the Employee Optionholders;

“**Encumbrance**” means any pledge, charge, lien, mortgage, debenture, hypothecation, security interest, pre-emption right, option, claim, equitable right, power of sale, pledge, retention of title, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the above;

“**Excluded Tax Covenant Claim**” means any claim by the Purchaser under paragraph 2.8 or paragraph 2.9 of the Tax Covenant (in each case, together with any corresponding claim under paragraph 2.10 of the Tax Covenant);

“**First A Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl Inc;

“**First B Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl Inc;

“**First C Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl Inc;

“**First D Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl Inc;

“**First E Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl Inc;

“**First Deferred Share Consideration Date**” means 30 September 2022;

“**Funding Plan Obligation**” has the meaning given to it in paragraph 5.1(a) of Schedule 5 (*Earn-out Consideration*);

“**Group**” means the Company and its Subsidiaries and the expression “**Group Company**” shall be construed accordingly;

“**Group Auditors**” means Mazars LLP;

“**Guaranteed Obligations**” has the meaning given to it in Clause 14.1 (*Guarantee*);

“**Initial Cash Consideration**” means the portion of the Consideration payable in cash by the Purchaser to the Sellers pursuant to Clause 3.1(a) (*Consideration*);

“**Intellectual Property**” means patents, utility models, trade marks, service marks, trade and business names, registered designs, design rights, copyright and neighbouring rights, database rights, domain names, semi-conductor topography rights and rights in the Business’ information, inventions, Software, trade secrets, confidential information of all kinds and other similar proprietary rights which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;

“**Interest Rate**” 3-months LIBOR *plus* five percent (5%) per annum;

“**Investor Sellers’ Representatives**” means the individual identified in Clause 25.1 (*Sellers’ Representatives*) as the representative of the Investor Sellers;

“**Leakage**” means:

- (a) in each case (A) by the Company to, on behalf of or for the benefit of the Sellers or any of their Related Persons and (B) during the period from (but excluding) the Locked Box Date to (and including) the Completion Date:
 - (i) any dividend or distribution (whether in cash or in kind) or any payments in lieu of any dividend or distribution, declared, paid or made;
 - (ii) any redemption, repurchase, repayment or return of shares or other securities, or return of capital (whether by reduction of capital or otherwise and whether in cash or in kind);
 - (iii) any consultant, advisory, management, monitoring, service, shareholder or other fees, charges or compensation of a similar nature paid;
 - (iv) any professional advisers’ fees, expenses or other costs of the Sellers including any VAT, paid or agreed to be paid or incurred or owing by the Company in connection with the preparation, negotiation or consummation of this Agreement, the sale of the Shares;
 - (v) any payments made or agreed to be made, future benefits or transactions of any kind;
 - (vi) any waiver, deferral or release (whether conditional or not) of any amount, right, value, benefit or obligation owed or due to the Company;
 - (vii) any liability or obligation (contingent or otherwise) assumed or discharged or agreed to be assumed or discharged; and
 - (viii) any guarantee, indemnity or Encumbrance provided by, or over the assets of, the Company, but, in each case, not including any Permitted Leakage;
- (b) in connection with the preparation, negotiation or consummation of the transactions contemplated by this Agreement any:
 - (i) third party fees, costs or expenses incurred or paid by any member of the Group; and

(ii) bonuses, incentives or commission (including any transaction or retention bonuses for management) paid or made (or declared to be or treated as paid or made),

during the period from (but excluding) the Locked Box Date to (and including) the Completion Date but, in each case, not including any Permitted Leakage; and

- (c) any agreement to enter into or carry out any of the actions or transactions referred to in paragraphs above entered into during the period from (but excluding) the Locked Box Date to (and including) the Completion Date;
- (d) any amount in respect of VAT, paid, payable, required to be accounted for or agreed to be paid by any Group Company as a consequence of any of the matters referred to in paragraphs (a) to (c) above; and
- (e) any Tax paid, payable, required to be accounted for or agreed to be paid, at any time, by any Group Company (or which would have been payable by any Group Company but for the use of a Relief) as a consequence of any of the matters referred to in paragraphs (a) to (c) above (which shall for the purposes of this paragraph (e) and of any clauses using the term Leakage in this Agreement be deemed to have been received by the person receiving the benefit of the matter in question);

“**Liabilities Delta**” means the quantum of the difference between the liabilities of the Company and/or any Subsidiary set out in the Audited Accounts as against those disclosed in the Locked Box Accounts;

“**Loan Note**” means each of the A Loan Note, B Loan Note, C Loan Note, D Loan Note, and E Loan Note, each in substantially agreed form.

“**Locked Box Date**” means 31 December 2021;

“**Locked Box Accounts**” means the unaudited balance sheet of the Company and each Subsidiary as at the Locked Box Date and the unaudited profit and loss account and unaudited cash flow statement of the Company and each Subsidiary for the period ended on such date;

“**Management and Minority Sellers’ Representatives**” means the individual identified in Clause 25.1 (*Sellers’ Representatives*) as the representative of the Management Sellers and the Minority Sellers;

“**Management Warrantors**” means John Slingsby, Sam Ryan, Chris Hall and Barnaby Williams, as the case may be;

“**Management Warranty Deed**” means the management warranty deed dated and delivered on the date of this Agreement by the Management Warrantors to the Purchaser;

“**No Leakage Covenant**” has the meaning given to it in Clause 3.10 (*Consideration*);

“**Party**” means a party to this Agreement and “**Parties**” shall mean the parties to this Agreement;

“**Permitted Leakage**” means the following payments made, or to be made, by the Company or any Group Company:

- (a) ordinary course of business payments made to any of the Management Sellers or Minority Sellers in the form of annual bonuses paid to, or other employment and contractual entitlements of, any of the Management Sellers or Minority Sellers that, in each case, are consistent with the Company’s past practice in the twelve months’ period immediately preceding the Completion Date (including any VAT, or in each case the equivalent in any jurisdiction outside the UK);

- (b) payments have been specifically accrued or provided for in the Locked Box Accounts; and
- (c) any other payment, accrual, transfer of assets or assumption of liability by the Company or any of the Subsidiaries which the Purchaser has expressly approved in writing,

and, in each case, unrelated to the Transaction and any such payments made shall not in the aggregate exceed one percent (1%) of the Company's gross revenue as set out in the Locked Box Accounts;

"Pro Rata Portion A" means, in relation to a Seller, the percentage figure specified opposite that Seller's name in the eleventh column of the respective tables in Part 1, Part 2, and Part 3 of Schedule 1 (*The Sellers*);

"Pro Rata Portion B" means, in relation to a Seller, the percentage figure specified opposite that Seller's name in the twelfth column of the respective tables in Part 1, Part 2, and Part 3 of Schedule 1 (*The Sellers*);

"Purchaser's M&As" means the amended and restated memorandum and articles of association of the Purchaser, in agreed form, a copy of which is set out in Schedule 6, to be adopted on or before the Completion Date;

"Purchaser's Group" means the Purchaser, its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the Purchaser and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time (and including, after Completion, the Group);

"Purchaser's Solicitors" means White & Case LLP;

"Put Option Agreements" means, together, the First A Put Option, the First B Put Option, the First C Put Option, the First D Put Option, the First E Put Option, the Second A Put Option, the Second B Put Option, the Second C Put Option, the Second D Put Option, and the Second E Put Option;

"Registered Intellectual Property" means patents, registered trade marks and service marks, registered designs, domain name registrations (and applications for any of the same), owned, used or held for use by a Group Company;

"Related Persons" means, in respect of a Seller:

- (a) who is a natural person, any person connected with such Seller, other than the Company and the Subsidiaries; or
- (b) which is not a natural person, that Seller's Affiliates;

"Relevant Party's Group" means, in relation to a Party, that Party's subsidiaries and subsidiary undertakings, any holding company or parent undertaking of that Party and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time (but, in the case of a Seller, excluding the Group);

"Relevant Persons" has the meaning given in Clause 13.4;

"Relief" has the meaning given in paragraph 1.1 of Schedule 4;

"Restricted Companies" means Busup España (Spain), Volt Lines (Turkey), Lüla (South Africa), Chalo (India), MoveInSync (India), RideHip (USA), Share Mobility (USA), Via (USA), Mi Aguila (Colombia), Jetty (Mexico), Jetir (Bangladesh), Busser (Brazil), Airlift (Pakistan), Urbvan (Mexico), Buseet (Egypt), Flixbus (Germany), SWAT (Singapore) and Mirai Share (Japan);

“**Restricted Investors**” has the meaning given in Clause 7.2;

“**Second A Put Option**” means the Put Option Agreement, in substantially agreed form be entered into between the Sellers and Swvl TopCo ;

“**Second B Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl TopCo ;

“**Second C Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl TopCo ;

“**Second D Put Option**” means a Put Option Agreement, in substantially agreed form entered into between the Sellers and Swvl TopCo;

“**Second E Put Option**” means a Put Option Agreement, in substantially agreed form be entered into between the Sellers and Swvl Topco;

“**Second Deferred Share Consideration Date**” means 31 March 2023;

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulation promulgated thereunder;

“**Seller**” means each of the Investor Sellers, the Management Sellers, and the “Minority Sellers”, comprising together, for the avoidance of doubt, all holders of equity and equity-like securities in the Company as at immediately prior to the date of this Agreement;

“**Sellers’ Designated Account**” means the Sellers’ Solicitors US\$ denominated bank account with Barclays, sort code [omitted], account number [omitted], Swift [omitted] and account name [omitted];

“**Sellers’ Representatives**” means the Investor Sellers’ Representative and the Manager Sellers’ Representative;

“**Sellers’ Solicitors**” means Joelson LLP;

“**Shares**” means the 60,619,167 ordinary shares of £0.00001 each, 56,230,000 class A preferred shares of £0.00001 each and 8,890,000 preferred shares of £0.00001 each, comprising the entire issued share capital of the Company on a fully-diluted basis;

“**Software**” means any and all computer programs in both source and object code form, including all modules, routines and sub-routines thereof and all related source and other preparatory materials including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works;

“**Subsidiary**” means any subsidiary or subsidiary undertaking of the Company, particulars of each of which are set out in Part 2 of Schedule 2 (*The Group*), and “**Subsidiaries**” shall mean all such subsidiaries and subsidiary undertakings of the Company;

“**Swvl Inc**” means Swvl Inc.;

“**Swvl Inc Loan Note Instrument**” means the loan note instrument in agreed constituted by Swvl Inc;

“**Swvl Inc Loan Notes**” means loan notes issued pursuant to the terms of the Swvl Inc Loan Note Instrument;

“**Swvl Securities**” means the Consideration Shares, the Topco Consideration Shares and the Loan Notes;

“**Swvl TopCo Options**” means options to subscribe for TopCo Consideration Shares granted to the Employee Optionholders (Rolling) in consideration for the exchange of their respective outstanding Employee Options as at Completion;

“**Tax**” or “**Taxation**” has the meaning given in paragraph 1.1 of Schedule 4;

“**Taxation Authority**” has the meaning given in paragraph 1.1 of Schedule 4;

“**Tax Covenant**” means the provisions contained in Schedule 4;

“**Tax Covenant Claim**” means a Claim by the Purchaser under the Tax Covenant;

“**Transaction**” means the transactions consummated by this Agreement;

“**Transaction Documents**” means this Agreement, the Management Warranty Deed, the Disclosure Letter, the Put Option Agreements, Swvl Inc Loan Note Instrument and any Loan Note constituted thereunder from time to time, and “**Transaction Document**” shall mean any one of them;

“**TopCo Consideration Shares**” means class A ordinary shares with a par value of US\$0.0001 each in Swvl TopCo issued from time to time as consideration pursuant to this Agreement;

“**UK Government Bounce Back Loan**” means the loan provided by British Business Bank plc to the Company pursuant to the offer letter dated 11 February 2021.

“**UK Registrar**” means the registrar of companies for England and Wales;

“**US\$**” means United States dollars, the lawful currency of the United States of America;

“**VAT**” means value added tax as defined in the Value Added Tax Act 1994, any value added, consumption, turnover, sales, use, distribution or corresponding Tax, any goods and services Tax and all Taxes of a similar nature levied in addition to or in substitution for such Taxes;

“**Warranties**” means the representations and warranties referred to in Clause 5 (*Sellers’ Warranties*) and “**Warranty**” shall mean any one of them; and

“**Warranty Claim**” means any claim for breach of Warranty.

- 1.2 The expression “**in the agreed terms**” or “**in agreed form**” means in the form agreed between the Purchaser and the Sellers and signed for the purposes of identification by or on behalf of the Purchaser and the Sellers.
- 1.3 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, for the avoidance of doubt, email).
- 1.4 References to “**include**” or “**including**” are to be construed without limitation.
- 1.5 References to a “**company**” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.6 References to a “**person**” include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).
- 1.7 The expressions “**body corporate**”, “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meaning given in the Companies Act.

- 1.8 A Claim (other than a Tax Covenant Claim), and/or a claim for breach of the No Leakage Covenant and/or a claim for a breach of obligations under Clause 7 (*Restrictions on Sellers*) and/or Clause 9 (*Confidentiality*) shall be deemed to be “**Resolved**” if it has been:
- (a) agreed in writing between the Purchaser and the Sellers (acting reasonably) as to both liability and quantum;
 - (b) finally determined (as to both liability and quantum) by a court of competent jurisdiction from which there is no reasonable case for appeal based on the facts, matters and circumstances of the underlying Claim or claim, or from whose judgment the relevant party is debarred (by passage of time or otherwise) from making an appeal; or
 - (c) unconditionally withdrawn by the Purchaser in writing.
- 1.9 Any Tax Covenant Claim under this Agreement should be deemed due and payable.
- 1.10 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.11 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.12 References to Clauses, paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement.
- 1.13 A person shall be deemed to be connected with another if such person is connected with the other within the meaning of s.1122 of CTA.
- 1.14 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision.
- 1.15 References to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.16 Unless expressly provided otherwise, the provisions of this Agreement which relate to the Sellers (including the Warranties) are given and entered into by them jointly and severally. The Purchaser may release or compromise the liability of a Seller without affecting the liability of the other Sellers. If any liability of a Seller is, or becomes illegal, invalid or unenforceable in any respect this shall not affect or impair the liability of the other Sellers under this Agreement.
- 1.17 Any reference to currency in this Agreement shall be to US\$, and all payments required in accordance with this Agreement shall be made in US\$ and shall be paid in full without deduction of any bank charges or transaction fees. For the purposes of applying a reference to a monetary sum expressed in US\$, an amount in a different currency shall be converted into US\$ on a particular date at an exchange rate equal to the mid-point closing rate for converting that currency into US\$ on that date as quoted in the London edition of the Financial Times first next published (or, if no such rate is quoted in the Financial Times, the mid-point closing rate quoted by Barclays Bank PLC in London). In relation to a Claim, the date of such conversion shall be the date of receipt of notice of that Claim.
- 1.18 The expressions “**ordinary course of business**” or “**business in the ordinary course**” mean the ordinary and usual course of business of the relevant Group Company, consistent in all respects (including nature and scope) with the prior practice of such Group Company.

1.19 This Agreement shall be binding on and be for the benefit of the successors and personal representatives of the Parties.

2. Sale and Purchase

- 2.1 Each Seller shall sell and the Purchaser shall purchase the Shares with all rights now or in the future attaching to them (including without limitation the right to receive all dividends, distributions and interest or any return of capital declared, made or paid on or after the date of this Agreement) and each of the Sellers shall transfer full legal and beneficial title to the Shares to the Purchaser free from all Encumbrances, on the terms of this Agreement.
- 2.2 Each Seller hereby severally waives and shall procure the waiver of any restrictions on transfer (including all pre-emption rights) which may exist in relation to the Shares.
- 2.3 The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.

3. Consideration

- 3.1 The consideration for the sale and purchase of the Shares is up to US\$ 171,663,240 in cash and Consideration Shares which shall be satisfied:
- (a) as to US\$ 17,069,225, on Completion, by the payment in cash by the Purchaser in to the Sellers' Designated Account;
 - (b) as to US\$ 17,069,225 by the payment in cash by the Purchaser in to the Sellers' Designated Account, on or before 4 July 2022 *provided that* interest shall accrue, from and including the next day following the Completion Date until the date of actual payment by the Purchaser, daily on any amounts paid by the Purchaser pursuant to this Clause 3.1(b) at the following rates of interest:
 - (i) from the next day following the Completion Date until 4 July 2022 (both dates inclusive), at a rate of 1% per month; and
 - (ii) from 5 July 2022 until the date of actual payment by the Purchaser (both dates inclusive), at a rate of 5% per month;
 - (c) as to US\$ 25,000,000 (*less* any Audit Adjustment), by the payment in cash by the Purchaser in to the Sellers' Designated Account, on:
 - (i) 30 September 2022, failing which;
 - (ii) any date between (and including) 1 October 2022 and 31 December 2022, *provided that*, interest shall accrue at the Interest Rate for any amounts paid by the Purchaser pursuant to this Clause 3.1(c) following 30 September 2022, from 30 September 2022 until the date of actual payment by the Purchaser;
 - (d) by the issuance at Completion by the Purchaser to the Sellers of the Consideration Shares to the Sellers (such Consideration Shares to be apportioned between the Sellers in accordance with the allocations set out in columns (6) to (10) of the tables in Part 1, Part 2 and Part 3 (respectively) of Schedule 1); and
 - (e) as to any Earn-out Consideration, as calculated and procured by the Purchaser in accordance with Schedule 5 (*Earn-out Consideration*).

The sum of US\$ 733,105.36 (being the aggregate exercise price payable by the relevant Employee Optionholders in respect of the exercise of the Employee Option Shares ("**Option Exercise Price**")) shall be retained by the Purchaser from the amount otherwise payable,

pursuant to 3.1(a), to the Employee Optionholders subscribing for the Employee Option Shares, and shall be paid by the Purchaser to the Company in full satisfaction of the Option Exercise Price. The Initial Cash Consideration and the Deferred Cash Consideration shall be apportioned among the Sellers in accordance with the Sellers' respective Pro Rata Portion B.

Deferred Share Consideration – first tranche

- 3.2 On the First Deferred Share Consideration Date, the Sellers shall have the right to exercise the First A Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration A Shares then held by the Sellers in consideration for the issue of Swvl Inc Loan Notes with an aggregate value determined as follows (the "**A Loan Notes**"), upon and subject to the terms and conditions of the First A Put Option, such A Loan Notes to be apportioned among the Sellers as confirmed in writing to the Purchaser by the Sellers' Representatives on the First Deferred Share Consideration Date in accordance with the Sellers' Pro Rata Portion A:

<u>A Put Price</u>	<u>Aggregate value of Swvl Inc Loan Notes to be issued</u>
US\$8.00 and US\$12.00 (both prices inclusive)	US\$ 18,754,100
less than US\$8.00	US\$ 15,003,280.00
more than US\$12.00	US\$ 22,504,920.00

where the "**A Put Price**" is the fourteen (14) day volume weighted average trading price of the TopCo Consideration Shares immediately prior to First Deferred Share Consideration Date.

- 3.3 Upon completion of the First A Put Option, the Sellers shall have the right to exercise the Second A Put Option pursuant to which they shall be entitled to require Swvl TopCo, and Swvl TopCo shall be required, to acquire all of the A Loan Notes in consideration for the issuance of such number of TopCo Consideration Shares as is calculated by dividing the aggregate value of the A Loan Notes by the A Put Price (*provided always that the relevant number of TopCo Consideration Shares issued shall be rounded up (if 0.5 or over) or down to the nearest whole number*), upon and subject to the terms and conditions of the Second A Put Option.

Deferred Share Consideration – second tranche

- 3.4 On the Second Deferred Share Consideration Date, the Sellers shall have the right to exercise the First B Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration B Shares then held by the Sellers in consideration for the issue of Swvl Inc Loan Notes with an aggregate value determined as follows (the "**B Loan Notes**"), upon and subject to the terms and conditions of the First B Put Option, such B Loan Notes to be apportioned among the Sellers as confirmed in writing to the Purchaser by the Sellers' Representatives on the Second Deferred Share Consideration Date in accordance with the Sellers' Pro Rata Portion A:

<u>B Put Price</u>	<u>Aggregate value of Swvl Inc Loan Notes to be issued</u>
US\$8.00 and US\$12.00 (both prices inclusive)	US\$ 9,377,060
less than US\$8.00	US\$ 7,501,648.00
more than US\$12.00	US\$ 11,252,472.00

where the “**B Put Price**” is the fourteen (14) day volume weighted average trading price of the TopCo Consideration Shares immediately prior to Second Deferred Share Consideration Date.

- 3.5 Upon completion of the First B Put Option, the Sellers shall have the right to exercise the Second B Put Option pursuant to which they shall be entitled to require Swvl TopCo, and Swvl TopCo shall be required, to acquire all of the B Loan Notes in consideration for the issuance of such number of TopCo Consideration Shares as is calculated by dividing the aggregate value of the B Loan Notes by the B Put Price (*provided always that the relevant number of TopCo Consideration Shares issued shall be rounded up (if 0.5 or over), upon and subject to the terms and conditions of the Second B Put Option.*
- 3.5A Notwithstanding anything to the contrary in this Agreement, in no event shall the Issuers be obligated to issue any securities (as defined under the Securities Act) to any Seller or any other person that is not an “accredited investor” (as defined by Rule 501 of the Securities Act). Each Seller agrees to provide any information and certifications requested by any Issuer related to confirming such Seller’s status as an “accredited investor”. In the event that any Seller or other person does not receive securities to which it is otherwise entitled pursuant to this Agreement as a result of not being an “accredited investor” (as defined by Rule 501 of the Securities Act), they shall be entitled to receive an amount in cash equal to value of the securities they would have otherwise received with such value determined by reference to fourteen (14) days weighted average trading price immediately prior to the date upon which the relevant Seller was entitled to receive such securities.

Call option over Consideration Shares

- 3.6 If:
- (a) any amount becomes due and payable by a Seller in respect of a Claim and/or a breach of the No Leakage Covenant and/or a claim for a breach of obligations under Clause 7 (*Restrictions on Sellers*) and/or Clause 9 (*Confidentiality*) which has been Resolved (each being a “**Relevant Claim**”); and
 - (b) such amount has not been discharged (or discharged in full) in cash or otherwise within 20 Business Days of written request by the Purchaser,

the Purchaser shall be entitled in its sole discretion to request in writing to the relevant Seller that the relevant Seller transfers to the Purchaser or to any other person nominated by the Purchaser (the “**Transferee**”), the legal and beneficial title of all or any of its Consideration Shares, free from all Encumbrances, to satisfy all of the amount which has become due and payable in respect of such Seller’s Pro-rata Portion of the Relevant Claim, provided that the aggregate market trading price of such Consideration Shares being transferred (at the time of each such transfer) shall not exceed the Seller’s Pro-rata Portion of the Relevant Claim (the “**Call Option**”). In the event that the Purchaser exercises the Call Option, the relevant Seller(s) shall at their own cost do, execute and deliver or procure to be done, executed and delivered all such acts, documents and things required by law or as may be necessary to transfer the relevant Consideration Shares to the Transferee.

- 3.7 If the Purchaser has exercised the Call Option pursuant to Clause 3.6 and a Seller fails to comply with his or her obligations under Clause 3.6, any director of the Purchaser may execute and deliver to the Transferee a transfer of the relevant Consideration Shares on behalf of the Seller. Each Seller hereby:
- (a) irrevocably and by way of security for its obligations under this Agreement appoints any one director of the Purchaser as its attorney following the exercise of the Call

- Option to execute a transfer of the relevant Consideration Shares on the Seller's behalf in favour of the Transferee and to execute such other documents and do all such other acts as may be necessary to transfer title to the relevant Consideration Shares to the Transferee;
- (b) undertakes to ratify whatever such director may lawfully do or cause to be done as its attorney in accordance with this power of attorney and to indemnify and keep such attorney indemnified from and against all claims, costs, expenses damages and losses which the attorney may suffer or incur as a result of the lawful exercise by him or her of the powers conferred on him under this power of attorney; and
 - (c) authorises the directors of the Purchaser to approve the registration of such transfer(s) or other documents.
- 3.8 If the Purchaser exercises the Call Option in respect of the Consideration A Shares or the Consideration B Shares, as the case may be, the corresponding amount of TopCo Shares or TopCo Shares required to be issued by Swvl TopCo to the Sellers pursuant to the Second A Put Option or the Second B Put Option, as the case may be, shall be reduced pro rata to the number of Consideration Shares that were the subject of the relevant Call Option.

Set-off of Resolved Claims against Deferred Cash Consideration

- 3.9 Without prejudice to any of the Purchaser's rights under this Agreement, if, prior to a Deferred Consideration Date or an Earn-out Consideration Date, any amount becomes due and payable by a Seller in respect of a Claim which has been Resolved but which has not otherwise been discharged (or discharged in full) by a Call Option or otherwise by the relevant Seller(s), then, such amount (or the balance of such amount) shall be treated as an adjustment of the Deferred Consideration to be paid by the Purchaser, to the extent that it has not yet been paid by the Purchaser, and the amount of Deferred Consideration to be paid to the relevant Seller(s) shall be reduced accordingly.

Leakage

- 3.10 Subject to Clause 6.7, each of the Sellers severally covenants with the Purchaser in respect of itself and each of its Related Persons that:
- (a) from (but excluding) the Locked Box Date to (and including) the date of this Agreement, there has been no Leakage;
 - (b) from the date of this Agreement to (and including) the Completion Date, there will be no Leakage; and
 - (c) there has been no agreement at any time to effect any Leakage at any time after the Locked Box Date,
- from any Group Company to or for the benefit of that Seller or any of its Related Persons (the "**No Leakage Covenant**").
- 3.11 Each Seller undertakes to notify the Purchaser in writing as soon as is reasonably practicable upon becoming actually aware of any Leakage having taken place at any time in the period from (but excluding) the Locked Box Date to (and including) the Completion Date.
- 3.12 If any Leakage occurs or has occurred, each Seller severally in respect of itself and his Related Persons only shall on demand by the Purchaser pay to the Purchaser an amount in cash equal to:
- (a) the amount which would be necessary to put the relevant member of the Group into the financial position which would have existed had there been no such Leakage; *plus*

- (b) any and all reasonable costs or expenses directly incurred by the Purchaser or any other member of the Purchaser's Group (including any Group Company) in connection with the identification and recovery of the relevant Leakage,

save that, for the avoidance of doubt, any amount already taken into account in the determination of the Consideration pursuant to Clause 3.1 shall not be recoverable under this Clause 3.12 after Completion.

- 3.13 In the event of any Leakage, the relevant Seller(s) and the Purchaser shall endeavour to agree the amount payable pursuant to Clause 3.11 in relation to that Leakage within ten (10) Business Days following a notice that such Leakage has taken place by the Purchaser to the Seller(s) or vice versa. Failing agreement on that amount evidenced in writing within such period, the Purchaser or the relevant Seller(s) may, at the later of:

- (a) the expiry of such period; or
(b) the Completion Date,

appoint an independent expert that is unaffiliated with the Purchaser and the Sellers, with appropriate qualifications and experience to resolve such disagreement, and with the capability of accepting responsibility for the determination of costs. The independent expert shall act as an expert and not an arbitrator, and its determination (except as to manifest error) shall be final and binding on the relevant Parties. Each of the Sellers and the Purchaser shall be entitled to make written submissions to the independent expert and shall provide the independent expert with such information and assistance as it may reasonably require for the purposes of reaching its decision. The fees and disbursements of the independent expert shall be borne as between the Sellers and/or the Purchaser in such proportions (including the allocation of all fees and disbursements to any one such party) as the independent expert directs.

Audit Adjustment

- 3.14 The Management Sellers shall use their reasonable endeavours to procure that the Group Auditors prepare the Audited Accounts as soon as reasonably practicable following Completion and in any event within 30 Business Days of the Completion Date and the Purchaser shall not take any steps with the intention of inhibiting or delaying the Management Sellers' ability to comply with this Clause.
- 3.15 If the liabilities of the Company or any Subsidiary shown in the Audited Accounts are determined by the Group Auditors to be materially in excess of those disclosed in the Locked Box Accounts (for which purposes materiality shall mean a sum equal to two percent (2%) or more of gross revenue), the Purchaser shall be entitled by written notice to the Sellers to reduce the amount of Deferred Cash Consideration due to the Sellers, or any portion thereof, *pro rata* to the Liabilities Delta (the "**Audit Adjustment**").

3A. Pre-Completion

3A.1 Sellers' Obligations in Relation to the Conduct of Business

Subject to Clause 3A.3, each of the Sellers shall procure that from the date of this Agreement until Completion each Group Company will conduct its business in the ordinary course of the business of such Group Company and, without the prior written approval of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), no Group Company will do or agree to do anything which is outside the ordinary course of the business of such Group Company.

3A.2 Subject to clause 3A.3, the Purchaser shall be deemed to have given its approval to a matter referred to in Clause 3A.1 unless it notifies the Sellers of its objection within two (2) Business Days of receiving a written request for approval.

3A.3 *Exceptions to Sellers' Obligations*

Clause 3A.1 does not apply in respect of and shall not operate so as to restrict or prevent:

- (a) any matter reasonably undertaken by any member of the Group in a situation reasonably determined by the board of the Company to be an emergency or disaster with the intention of minimising any adverse effect on the Group's business;
- (b) any matter undertaken at the written request or with the written consent of the Purchaser;
- (c) the provision of information to any regulatory body or government agency or commissioning body in the ordinary course of business; and
- (d) any matter to the extent required by law, rule or regulation,

provided, in each case, that the Sellers shall notify the Purchaser as soon as reasonably practicable of any action taken or proposed to be taken as described in this Clause 3A.3, shall provide to the Purchaser all such information as the Purchaser may reasonably request and shall use reasonable endeavours to consult with the Purchaser in respect of any such action.

3A.4 *UK FF Nominees Limited Put Option*

The Parties acknowledge the incorporation of the put option rights in favour of UK FF Nominees Limited in article 15A of the Purchaser's M&As (the "**FF Reputational Put Option**") and between the date of this Agreement and the Completion Date agree to work together in order to implement all such amendments or variations to the Transaction Documents (if applicable), and to take all such actions, execute all such instruments and/or documents and do all such things that are reasonably required, in each case, in order to give effect to the intent of the FF Reputational Put Option in a manner such that the exercise of any rights thereunder do not result in any adverse financial, legal or taxation impact on the Purchaser or the Purchaser's Group.

4. **Completion**

- 4.1 Completion shall take place on the Completion Date remotely by the electronic exchange of documents or at such place as is agreed in writing by the Sellers' Representatives and Purchaser.
- 4.2 At Completion the Sellers shall undertake those actions listed in Part 1 of Schedule 3 (*Completion Arrangements*).
- 4.3 At Completion the Purchaser shall undertake those actions listed in Part 2 of Schedule 3 (*Completion Arrangements*).
- 4.4 Each Seller severally undertakes to indemnify and hold the Purchaser harmless from and against all losses suffered or incurred by it as a result of any document delivered to it pursuant to Clause 4.2 being unauthorised or otherwise ineffective.
- 4.5 A payment made by the Purchaser into the Sellers' Designated Account in satisfaction of the Initial Cash Consideration or a Deferred Cash Consideration (in each case, when and in the amount due) shall discharge such obligation of the Purchaser in accordance with Clause 2 (*Sale and Purchase*) and Clause 3 (*Consideration*) once it is deposited into the Sellers' Designated Account and the Purchaser shall not be concerned with the application of any such sum by or between the Sellers.

4.6 Swvl Topco agrees that, within one hundred eighty (180) calendar days after the issuance of the Topco Consideration Shares to the Sellers, Swvl Topco will use its commercially reasonable efforts to file with the Commission (at Swvl Topco's sole cost and expense) a registration statement (or an amendment to an existing registration statement) registering the resale of the Topco Consideration Shares (the "**Registration Statement**"), and to have the Registration Statement declared effective as soon as practicable after the filing thereof, provided, however, that Swvl Topco's obligations to include the Topco Consideration Shares in the Registration Statement are contingent upon the applicable Sellers furnishing, in writing, to Swvl Topco certain information regarding such Sellers, the Topco Consideration Shares held by such Sellers and the intended method of disposition of the Topco Consideration Shares as shall be reasonably requested by Swvl Topco to effect the registration of the Topco Consideration Shares, and such Sellers shall execute such documents in connection with such registration as Swvl Topco may reasonably request that are customary of a selling stockholder in similar situations. Notwithstanding the foregoing, if the Commission prevents Swvl Topco 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 Topco Consideration Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of the Topco Consideration Shares which is equal to the maximum number of the Topco Consideration Shares as is permitted by the Commission. In such event, the number of Topco Consideration 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, Swvl Topco shall file a final prospectus under Rule 424 of the Securities Act.

5. **Sellers' Warranties**

- 5.1 Subject to Clause 6.7, each Seller individually and severally warrants to the Purchaser, in respect of itself only, that the statements set out below are true and accurate as at the date of this Agreement and undertakes that (x) they will be true and accurate at Completion as if they had been repeated at Completion and (y) with respect to Clauses 5.1(i) to 5.1(n) only, they will be true and accurate as of the date upon which the relevant Swvl Securities are issued to the applicable Sellers as if they had been repeated on such date:
- (a) it is the sole legal and beneficial owner of, and has the right to exercise all voting and other rights over, the Shares listed opposite its name in Schedule 1 (*The Sellers*) and there are no other agreements in existence which grant rights over such Shares to third parties;
 - (b) it has the necessary legal right, power and authority to enter into, deliver and perform the Transaction Documents to which it is a party (the "**Sellers' Completion Documents**");
 - (c) the Sellers' Completion Documents will, when executed and delivered by it, constitute legal, valid and binding obligations of it in accordance with their respective terms;
 - (d) the execution and delivery of, and performance of its obligations under, the Sellers' Completion Documents will not:
 - (i) result in a breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it is bound;
 - (ii) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound; or
 - (iii) require it to obtain any consent or approval of, or give any notice to or make any registration with, any governmental or regulatory authority or any other person which has not been obtained or made at the date of this Agreement on a basis which is both unconditional and which cannot be revoked; and

- (e) in the case of a Seller that is a body corporate only:
 - (i) it is validly existing and is duly incorporated under the law of its jurisdiction of incorporation; and
 - (ii) the execution, delivery and performance of its obligations under the Sellers' Completion Documents will not result in a breach of any provision of its memorandum or articles of association, by-laws or equivalent constitutional document;
- (f) the Shares constitute the entire allotted and issued share capital of the Company and are fully paid up;
- (g) those Shares set out in Schedule 1 opposite the name of such Seller ("**Relevant Shares**") are free from all Encumbrances and there is no agreement or commitment to give or create any Encumbrance over or affecting the Relevant Shares and no claim has been made by any person to be entitled to any such Encumbrance in respect of the Relevant Shares;
- (h) as far as each Seller is aware, having made, in each case, due and careful enquiry of: (x) each of the Management Sellers, and (y) each other member of the board of directors of the Company, and, in each case, taking into account:
 - (i) all board and shareholder resolutions (including, without limitation, as required by the existing Shareholder Agreement) and other materials circulated to each such Seller in its capacity as a shareholder, or to any nominee of each such Seller that is appointed to, or has been appointed to, the board of directors of the Company;
 - (ii) all board and shareholder meetings to which each such Seller was party, in its capacity as a shareholder, or to which any nominee of each such Seller was a party to as an appointee of the board of directors of the Company; and
 - (iii) there are no agreements or commitments outstanding which call for the issue of any shares, loan stock or debentures in or other securities of the Company or any Subsidiary or accord to any person the right to call for the issue of or subscribe in any such shares, loan stock, debentures or other securities;
- (i) in the event that any Seller acquires any of the Swvl Securities, each such Seller will acquire the applicable Swvl Securities pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person;
- (j) in the event that any Seller acquires any of the Swvl Securities, such Seller will not sell, transfer, or otherwise dispose of any such Swvl Security except (i) in accordance with the terms and conditions set forth herein and (ii) in compliance with the terms and conditions set forth in the organizational documents of the issuer of such Swvl Security, as applicable, and the registration requirements or exemption provisions of the Securities Act and any other applicable securities laws;
- (k) each Seller is a sophisticated investor with extensive knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Swvl Securities and of making an informed investment decision;

- (l) each Seller is an “accredited investor” (as that term is defined by Rule 501 of the Securities Act) satisfying the applicable requirements set forth on Schedule 7, and (i) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Swvl Securities, (ii) has had an opportunity to discuss with the respective issuer of each Swvl Security and such issuer’s respective representatives the intended business and financial affairs of such issuer and to obtain information necessary to verify any information furnished to it or to which it had access, (iii) can bear the economic risk of (x) an investment in the Swvl Securities and (y) a total loss in respect of such investment and (iv) has completed the form attached as Schedule 7 hereto and the information contained therein is accurate and complete;
 - (m) each Seller has knowledge and experience in business and financial matters so as to (i) enable it to understand and evaluate the risks of and form an investment decision with respect to its investment in the Swvl Securities and (ii) protect its own interest in connection with such investment; and
 - (n) each Seller’s acquisition of the Swvl Securities is not the result of any general solicitation or any general advertising (within the meaning of Rule 506(b) of Regulation D promulgated by the U.S. Securities and Exchange Commission under of the Securities Act).
- 5.2 Each of the Sellers severally acknowledges that the Purchaser is entering into this Agreement on the basis of and in reliance on representations in the terms of the Warranties.
- 5.3 The Sellers severally undertake to notify the Purchaser in writing with full details of anything which is or may be expected to cause a breach of, or be inconsistent with, any of the Warranties immediately when it comes to its notice whether before, at the time of, or after Completion.
- 5.4 Each of the Sellers severally undertakes to irrevocably waive any right and claim which it may have against a Group Company arising in connection with this Agreement or any other Transaction Document, save in the case of fraud.
- 5.5 Each of the Warranties shall be separate and independent and (unless expressly provided otherwise) shall not be limited by reference to any other Warranty or by anything in this Agreement.

6. Sellers’ Limitations on Liability

6.1 Limitations on Quantum

The liability of the Sellers in respect of any Claim:

- (a) shall not arise unless and until the amount of such Claim (other than any Excluded Tax Covenant Claim) (when aggregated with all other Claims based on the same or similar facts or in respect of the same Warranty) exceeds zero point one percent (0.1%) of the Consideration actually paid by the Purchaser to the Sellers at the time, in which case the Purchaser shall be entitled to claim the whole of such amount and not merely the excess;
- (b) shall not arise unless and until the amount of all Claims (other than any Excluded Tax Covenant Claim) for which they would, in the absence of this provision be liable, exceeds one percent (1%) of the Consideration actually paid by the Purchaser to the Sellers at the time, in which case the Purchaser shall be entitled to claim the whole of such amount and not merely the excess; and

- (c) shall not (when aggregated with the amount of all other Claims) exceed the aggregate Consideration, on the basis that the maximum aggregate liability of any Seller in respect of all Claims shall not exceed its Pro Rata Portion B of the Consideration. For the purposes of this paragraph (c), the term “**Claims**” shall mean Claims in respect of which liability is admitted by the Sellers or which have been decided upon by a Court of competent jurisdiction with all rights of appeal having been exhausted.

For the avoidance of doubts, none of Clauses 6.1(a) to (c) above shall apply in relation to, in respect of or in connection with any claim and/or payment made under Clause 20.3 (Payments).

6.2 Notice

If the Purchaser or any member of the Purchaser’s Group becomes aware of a matter that might reasonably give rise to a Claim, the Purchaser shall give written notice specifying in reasonable detail the matters which give rise to the Claim, the nature of the Claim and, if known, the quantum or estimated quantum of the Claim to each of the Sellers as soon as reasonably practicable following it so becoming aware. If, other than in the case of a Tax Covenant Claim, the matter is capable of remedy, the Purchaser shall only be entitled to compensation if the matter is not remedied within 30 days after the date on which such notice is served on each of the Sellers. Failure by the Purchaser to notify the Sellers as soon as reasonably practicable in accordance with this Clause 6.2 shall not relieve the Sellers of any liability they may have to the Purchaser in relation to the Claim unless, and then only to the extent that, such failure to notify results in the Sellers’ liability to the Purchaser being increased.

6.3 Time Limitations

- (a) The Sellers shall not be liable in respect of any Claim unless notice in respect thereof containing the particulars specified in Clause 6.2 is given by or on behalf of the Purchaser to the Sellers:
- (i) in the case of a Tax Covenant Claim by no later than six (6) years from the Completion Date; or
 - (ii) in the case of a Warranty Claim by no later than five (5) years from the Completion Date.
- (b) Any Warranty Claim notified pursuant to Clause 6.3(a) shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn and shall determine absolutely unless legal proceedings in respect of it have been properly issued and validly served within six (6) months of such written notice being given to the Sellers or, in the case of any contingent liability, within six (6) months after such contingent liability becomes an actual liability and is due and payable.

6.4 Limitations on Leakage Claims

- (a) The aggregate liability of each Seller in respect of any amounts payable in respect of breach of the No Leakage Covenant shall not exceed an aggregate amount equal to (i) the Leakage received by such Seller or its Related Persons or from which that Seller or its Related Persons benefitted; *plus* (ii) the pro rata share of any Leakage deemed to be received by or to the benefit of such persons.
- (b) If the Purchaser or any member of the Purchaser’s Group becomes aware of a matter that might reasonably give rise to a claim in respect of breach of the No Leakage Covenant (“**Leakage Claim**”), the Purchaser shall give written notice specifying in reasonable detail the matters which give rise to such Leakage Claim, the nature of the claim and, if known, the quantum or estimated quantum of such Leakage Claim to the relevant Seller(s) as soon as reasonably practicable following it so becoming aware.

- (c) The Sellers shall not be liable in respect of a Leakage Claim unless notice in respect thereof containing the particulars specified in Clause 6.4(b) is given by or on behalf of the Purchaser to the Sellers within twelve (12) months following Completion.
- (d) Save in the case of fraud by that Seller and/or their Related Persons, a claim under Clauses 3.10 to 3.13 shall be the sole remedy available to the Purchaser in respect of any Leakage Claim.

6.5 **No Double Recovery**

The Purchaser shall be entitled to bring more than one Claim arising out of the same subject matter, fact, event or circumstance but shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity

- (a) more than once under this Agreement; or
- (b) under this Agreement and the Management Warranty Deed,

in respect of any one shortfall, damage or deficiency, irrespective of whether it gives rise to (i) more than one Claim, or (ii) a Claim and a claim under the Management Warranty Deed, as the case may be.

6.6 **Exclusion of Sellers' Limitations**

In respect of each Seller severally, nothing in this Clause 6 applies to a Claim that arises or is delayed as a result of fraud or dishonesty by that Seller.

6.7 **UK FF Nominees Limited**

The Parties agree that the full amount of any liability of UK FF Nominees Limited for any breach of warranty, covenant or indemnity provided by UK FF Nominees Limited pursuant to Clauses 3.10 to 3.13 (*Leakage*), Clause 3A (*Pre-Completion*), Clauses 5.1(f) to 5.1(n) (*Sellers' Warranties*), Clause 24.9 (*Sellers' Representatives*) or the Tax Covenant shall be assumed by the Management Sellers on a several and pro rata basis (as among themselves) and that the provisions of this Agreement shall apply *mutatis mutandis* to the Management Sellers as if references to a Seller in respect of which such warranty, covenant or indemnity would otherwise apply to UK FF Nominees Limited, were references to each Management Seller in replacement of UK FF Nominees Limited such that UK FF Nominees Limited shall not be liable under such provisions.

7. **Restrictions on Sellers**

- 7.1 Each of the Management Warrantors severally undertakes that they shall not, directly or indirectly, either alone or jointly with or as agent for any other person or in any capacity whatsoever:
 - (a) neither pending nor within thirty-six (36) months following the Completion Date carry on or be engaged or otherwise interested in any business which competes with the Business or any part of the Business (including but not limited to the Restricted Companies and any other business in the geographies in which the Restricted Companies or the Group operate);
 - (b) neither pending nor within thirty-six (36) months following the Completion Date solicit the custom of any person who is or at any time during the two (2) years immediately preceding the Completion Date has been a customer or client of any Group Company;

- (c) neither pending nor within thirty-six (36) months following the Completion Date solicit or entice away any employee of, or consultant to, any Group Company or any member of the Purchaser's Group or employ any such person;
 - (d) at any time after Completion in the course of any business use the word "Zeelo", or use any trade, business or domain name or mark, logo or design previously used in the Business by any Group Company or anything which is, in the reasonable opinion of the Purchaser, capable of being confused with any of them;
 - (e) challenge the validity or enforceability of any of the Business Intellectual Property; or
 - (f) assist or incite any other person to do any of the above.
- 7.2 Each of Environmental Technologies Fund 3 LP, InMotion Ventures Limited and Dynamo Fund I LP (the "**Restricted Investors**") severally undertakes it that shall not, and (other than in the case of InMotion Ventures Limited) shall procure that each of its Related Persons shall not, directly or indirectly, either alone or jointly with or as agent for any other person or in any capacity whatsoever:
- (a) neither pending nor within thirty-six (36) months following the Completion Date invest in or carry on or be engaged or otherwise interested in the Restricted Companies;
 - (b) neither pending nor within thirty-six (36) months following the Completion Date solicit the custom of any person who is or at any time during the two (2) years immediately preceding the Completion Date has been a customer or client of any Group Company;
 - (c) neither pending nor within thirty-six (36) months following the Completion Date solicit or entice away any employee of, or consultant to, any Group Company or any member of the Purchaser's Group or employ any such person;
 - (d) at any time after Completion in the course of any business use the word "Zeelo" or use any trade, business or domain name or mark, logo or design previously used in the Business by any Group Company or anything which is, in the reasonable opinion of the Purchaser, capable of being confused with any of them;
 - (e) challenge the validity or enforceability of any of the Business Intellectual Property; or
 - (f) assist or incite any other person to do any of the above.
- 7.3 For the avoidance of doubt, Clause 7.2(a) shall not require the Restricted Investors to divest of any existing direct or indirect interests in any of the Restricted Companies, provided that, such interests were acquired on or before 3 December 2021.
- 7.4 Each of the restrictions contained in this Clause 7 is given to the Purchaser and each Group Company. Each such restriction shall be construed as a separate provision of this Agreement. If any restriction is unenforceable but would be valid if reduced in scope or duration the restriction shall apply with the minimum modifications as may be necessary to make it valid and enforceable. Each of the Management Sellers and the Restricted Investors (as the case may be) acknowledges that each restriction is no greater than is reasonably necessary to protect the interests of the Purchaser, each Group Company and the other members of the Purchaser's Group.

8. Business Information

If any information required for the Business of any Group Company is not in the possession of the Purchaser or the relevant Group Company but remains held by the Sellers or their Relevant Persons, the relevant Seller(s) shall procure that such information is provided to the Purchaser or, as directed by the Purchaser, to the relevant Group Company, immediately on request.

9. Confidentiality

- 9.1 Save as expressly provided in Clause 9.3, each of the Sellers severally undertakes that it shall treat as confidential the provisions of the Transaction Documents and all information it has received or obtained relating to the Purchaser's Group as a result of negotiating or entering into the Transaction Documents and, with effect from Completion, all information it possesses relating to each Group Company, and shall not disclose or use any such information.
- 9.2 Save as expressly provided in Clause 9.3, the Purchaser shall, and shall procure that each member of the Purchaser's Group shall, treat as confidential the provisions of the Transaction Documents and all information it has received or obtained relating to the Sellers as a result of negotiating or entering into the Transaction Documents, and shall not disclose or use any such information.
- 9.3 A Party may use, disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to Agents of that Party or of other members of the Relevant Party's Group if this is reasonably required in connection with this Agreement or for bona fide internal reporting purposes (and provided that such persons are required to treat that information as strictly confidential); or
 - (b) is disclosed to a person qualifying as a prospective permitted assignee under Clause 11 (*Assignment*) or to its Agents in connection with a potential assignment to that person in accordance with the provisions of that Clause (provided that any such person needs to know the information for the purposes of considering, evaluating, advising on or furthering the potential assignment and is required to treat the information as confidential and provided also that the disclosing party remains liable for any breach of the confidentiality obligations set out in this Clause 9); or
 - (c) is required by law or any securities exchange, regulatory or governmental body or Taxation Authority; or
 - (d) in the case of UK FF Nominees Limited only, is disclosed to:
 - (i) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of UK Government;
 - (ii) companies wholly or partly owned by UK Government departments and their subsidiaries;
 - (iii) non-departmental public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
 - (iv) any successors to any of the entities set out in (i), (ii) and (iii) above or any new bodies which fall within the same criteria, but only to the extent that, UK FF Nominees Limited considers that it is required to disclose such information to such entity in order to comply with any statutory or parliamentary requirements, whether or not existing at the date of this Agreement;
 - (e) was already in the lawful possession of that Party or its Agents without any obligation of confidentiality (as evidenced by written records); or
 - (f) is in the public domain at the date of this Agreement or comes into the public domain other than as a result of a breach by a Party of this Clause 9,

provided that, in the case of paragraphs (b) or (c) (above), prior written notice of any confidential information to be disclosed pursuant to this Clause 9.3 shall be given to the Purchaser or Sellers' Representatives and their reasonable comments taken into account.

10. Announcements

- 10.1 Save as expressly provided in Clause 10.2, no announcement shall be made by or on behalf of any Party or a member of the Relevant Party's Group relating to the Transaction Documents without the prior written approval of the Purchaser on the one hand and the Sellers' Representatives on the other, such approval not to be unreasonably withheld or delayed.
- 10.2 A Party may make an announcement relating to the Transaction Documents if (and only to the extent) required by the law of any relevant jurisdiction or any securities exchange, regulatory or governmental body in which case such Party shall take all steps as may be reasonable in the circumstances to agree the contents of such announcement with the Purchaser and Sellers' Representatives prior to making such announcement.

11. Assignment

- 11.1 Save as expressly provided in Clause 11.2, no Party may assign, transfer, charge, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Agreement or any other Transaction Document (including any cause of action arising in connection with any of them) or of any right or interest in any of them.
- 11.2 The Purchaser may assign all or any of its rights and benefits under this Agreement or any other Transaction Document (including any cause of action arising in connection with any of them) to:
- (a) any member of the Purchaser's Group for so long as that company remains a member of the Purchaser's Group. The Purchaser shall procure that such company assigns any rights assigned to it in accordance with this Clause 11 back to the Purchaser or to such other member of the Purchaser's Group as it may nominate immediately before that company ceases to be a member of the Purchaser's Group; and/or
 - (b) by way of security to any provider of debt finance in relation to the acquisition of the Shares or of refinancing (whether in whole or in part) of the acquisition of the Shares, provided that the rights of such assignee shall only be exercisable at the same time as it exercises its security under such debt finance arrangements.

12. Further Assurance

The Sellers shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required by, and in a form reasonably satisfactory to, the Purchaser in order to give full effect to this Agreement and its rights, powers and remedies under this Agreement.

13. Entire Agreement

- 13.1 This Agreement, together with the Transaction Documents and any other documents referred to in this Agreement or any Transaction Document, constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them (including the indicative term sheet agreed between the Parties on 3 December 2021) relating to the sale and purchase of the Shares.
- 13.2 Each Party confirms that it has not entered into this Agreement or any other Transaction Document on the basis of any representation, warranty, undertaking or other statement whatsoever which is not expressly incorporated into this Agreement or the relevant Transaction Document.

- 13.3 Save for any claim under or for breach of this Agreement or any other Transaction Document, no Party nor any of its Relevant Persons shall have any right or remedy, or make any claim, against another Party nor any of its Relevant Persons in connection with the sale and purchase of the Shares.
- 13.4 In this Clause 12, “**Relevant Persons**” means, in relation to a Party, members of the Relevant Party’s Group and the Agents of that Party and of members of the Relevant Party’s Group.
- 13.5 Nothing in this Clause 12 shall operate to limit or exclude any liability for fraud.

13A Guarantee

- 13A.1 In consideration of the Sellers entering into this Agreement, Swvl Global unconditionally and irrevocably guarantees to the Sellers the prompt and complete payment by the Purchaser of the Deferred Cash Consideration (as adjusted pursuant to Clause 3.15 (Audit Adjustment)) when and to the extent due pursuant to this Agreement (the “**Guaranteed Obligations**”).
- 13A.2 As between Swvl Global and the Sellers but without affecting the Purchaser’s obligations under this Agreement, Swvl Global will be liable under this Clause 13A as if it were the sole and principal obligor and not merely a surety.
- 13A.3 The guarantee given by Swvl Global pursuant to this Clause 13A shall be a continuing guarantee, shall remain in full force and effect until the Guaranteed Obligations have been paid to the Sellers or otherwise satisfied in accordance with this Agreement and is in addition to any rights which the Sellers may have under or in connection with this Agreement.
- 13A.4 The liability of Swvl Global pursuant to this Clause 13A shall not be discharged by:
- (a) any time being given or any other indulgence, concession, relief, discharge or settlement being given to the Purchaser at any time or any forbearance, neglect, release or delay in seeking performance of the Guaranteed Obligations;
 - (b) any invalidity, illegality or unenforceability of the Guaranteed Obligations;
 - (c) the exercise or refrain from exercising of any rights against the Purchaser in respect of the Guaranteed Obligations;
 - (d) the amalgamation, merger, reconstruction, insolvency, receivership, administration or winding up of or change in ownership in the Purchaser; or
 - (e) any assignment of the Purchaser’s obligations under this Agreement pursuant to Clause 11 (*Assignment*).
- 13A.5 The Sellers may enforce the guarantee contained in this Clause 13A without first being required to take any proceedings, to make any demand, enforce or seek to enforce any claim, right or remedy or to take any other steps against the Purchaser.
- 13A.6 Swvl Global severally warrants to the Sellers that:
- (f) it is duly incorporated and is validly existing under the laws of its place of incorporation;
 - (g) it has full power and authority to execute and deliver this Agreement and to perform its obligations under this Clause 13A and no limitation on its powers will be exceeded as a result of complying with this Clause 13A; and

- (h) this Agreement, when executed, shall constitute legal, valid and binding obligations of it and is enforceable against it in accordance with its terms.

14. Severance and Validity

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable endeavours to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

15. Variations

No variation or restatement of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

16. Remedies and Waivers

- 16.1 No waiver of any right under this Agreement or any other Transaction Document shall be effective unless in writing. Unless expressly stated otherwise a waiver shall be effective only in the circumstances for which it is given.
- 16.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.
- 16.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.
- 16.4 The rights and remedies provided in this Agreement are cumulative and do not exclude any rights or remedies provided by law.
- 16.5 The rights and remedies of the Purchaser under this Agreement shall not be affected by the expiry of any limitation period prescribed by law in relation to a claim under the Warranties or the Tax Covenant.
- 16.6 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of Clause 7 (*Restrictions on Sellers*) and/or Clause 9 (*Confidentiality*) and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clauses.

17. Effect of Completion

The provisions of this Agreement and of the other Transaction Documents which remain to be performed following Completion shall continue in full force and effect notwithstanding Completion.

18. Third Party Rights

- 18.1 Save as expressly provided in Clause 18.2, a person who is not a Party or its successor or permitted assignee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.
- 18.2 Clause 6 (*Sellers' Limitations on Liability*), Clause 7 (*Restrictions on Sellers*), Clause 19 (*Payments*) and are intended to benefit each Group Company, Clause 5.3 (*Sellers' Warranties*) is intended to benefit each Group Company and any present or past Agent of a Group Company

or of any member of the Purchaser's Group, Clause 9 (*Confidentiality*) is intended to benefit any member of the Purchaser's Group and Clause 12 (*Further Assurance*) is intended to benefit a Party's Affiliates, and each such Clause shall be enforceable by any of them under the Contracts (Rights of Third Parties) Act 1999, subject to the other terms and conditions of this Agreement.

18.3 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

19. Payments

19.1 Any amount payable by the Sellers to, or at the direction of, the Purchaser under this Agreement shall, so far as possible, be deemed to be a reduction of the Consideration.

19.2 Any amount payable by the Sellers to the Purchaser or by the Purchaser to the Sellers shall be made in full without set-off or counter-claim and free from any deduction or withholding whatsoever, except as required by law.

19.3 If any set-off, counter-claim, deduction or withholding is required by law to be made (or would have been made but for the use or set-off of a Relief) from any payment in respect of a claim under this Agreement (excluding a claim, if any, for payment of the Consideration) or if the recipient is subject to Tax (or would have been subject to Tax but for the use or set-off of a Relief) in respect of such payment, the payer shall increase the amount of the payment to the extent necessary to ensure that the net amount received and retained by the recipient (after taking into account all set-offs, counter-claims, deductions, withholdings or Tax) is equal to the amount that it would have received had the payment not been subject to (or would not have been subject to but for the use or set-off of a Relief) any such set-offs, counter-claims, deductions, withholdings or Tax, provided that, the Purchaser shall not be liable to make any gross-up in respect of or in relation to any Tax arising on account of, in connection with or with reference to a Seller's structure.

20. Costs and Expenses

Except as provided otherwise, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Agreement and the other Transaction Documents.

21. Notices

21.1 Any notice or other communication to be given under or in connection with this Agreement ("**Notice**") shall be in the English language in writing. A Notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address provided in Clause 21.3, and marked for the attention of the person specified in that Clause.

21.2 A Notice shall be deemed to have been received:

- (a) at the time of delivery if delivered personally;
- (b) at time of sending, if sent by email, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient;
- (c) two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery; or
- (d) three (3) Business Days after the time and date of posting if sent by international courier,

provided that if deemed receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 22 are to local time in the country of the addressee.

21.3 The addresses and email addresses for service of Notice are :

Sellers' Representatives:

Investor Sellers' Representative

Name: Sam Ryan
Address: 164 White Hart Lane, London, SW13 0QB, United Kingdom
Email: sam@zeelo.co

Management and Minority Sellers' Representative

Name: John Slingsby
Address: Orchard House, High Street, Elham, Canterbury, Kent, CT4 6TB, United Kingdom
Email: john@zeelo.co

with a copy to Phil Hails-Smith (phil@joelsonlaw.com), Joelson JD LLP, 2 Marylebone Road, London NW1 4DF.

Purchaser:

Name: Swvl Holdco Corp
Address: Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands
For the attention of: Youssef Salem
Email: youssef.salem@swvl.com
with a copy to Marcus Booth (mbooth@whitecase.com), White & Case LLP, Level 6, Burj Daman, Al Mustaqbal Street, Dubai International Financial Centre, P.O. Box 9705, Dubai.

21.4 A Party shall notify the other Parties of any change to its details in Clause 21.3 in accordance with the provisions of this Clause 21, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

21.5 Notice given to the Sellers' Representatives shall be deemed to be Notice to all of the Sellers and the rights of the Sellers in respect of such Notice shall be exercised or waived on behalf of them if exercised or waived by the Sellers' Representatives.

22. Counterparts

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

23. Governing Law and Settlement of Disputes

- 23.1 This Agreement, including the arbitration agreement at Clauses 23.2 and 23.4 and any non-contractual obligations arising out of or in connection with this Agreement, is governed by and shall be construed in accordance with English law.
- 23.2 The Parties agree that if any claim, dispute or difference of whatever nature arises under or in connection with this Agreement or any other Transaction Document (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement or any other Transaction Document) (a “**Dispute**”) which a Party wishes to have resolved, such Dispute shall be referred upon the application of any Party to, and finally settled by, arbitration in accordance with the London Court of International Arbitration (“**LCIA**”) Rules (the “**Rules**”) as in force at the date of this Agreement and as modified by this Clause, which Rules are deemed incorporated into this Clause.
- 23.3 The number of arbitrators shall be three (3), one of whom shall be nominated by the claimant(s), one by the respondent(s) and the third of whom, who shall act as chairman, shall be nominated by the two party-nominated arbitrators, provided that if the third arbitrator has not been nominated within twenty (20) Business Days of the nomination of the second party-nominated arbitrator, such third arbitrator shall be appointed by the LCIA Court. The seat of arbitration shall be London, England and the language of arbitration shall be English. Subject to Clause 23.1 (*Governing Law and Settlement of Disputes*), the arbitrators shall apply English conflicts of law rules.
- 23.4 The arbitrators shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

24. Sellers’ Representatives

- 24.1 Subject to Clause 24.12, each of the Investor Sellers designates Sam Ryan to serve as its representative (the “**Investor Sellers’ Representative**”) and each of the Management Sellers and the Minority Sellers designates John Slingsby as its representative (the “**Management and Minority Sellers’ Representative**”) and together with the Investor Sellers’ Representative, the “**Sellers’ Representatives**”).
- 24.2 The Sellers’ Representatives shall act on its relevant Sellers’ behalf with respect to notices, consents or approvals or requests, elections or proposals required to be given or accepted by the Sellers’ Representatives and otherwise with respect to the actions or decisions identified in this Agreement to be performed or made by the Sellers’ Representatives.
- 24.3 Each of the Investor Sellers and the Management Sellers irrevocably appoints the relevant Sellers’ Representative as its agent, proxy and attorney and gives its Sellers’ Representative full power and authority on such Seller’s behalf to do all acts and to execute and deliver and receive all such documents or deeds as may be required to resolve or address all matters as are expressly contemplated by this Agreement and any Transaction Documents.
- 24.4 Any action taken or document executed by a Sellers’ Representative on behalf of a Seller in connection with this Agreement shall be deemed to have been made on behalf of such Seller and the Purchaser shall be entitled to rely upon such action or document as being binding on such Seller without further enquiry.
- 24.5 The Purchaser shall exercise or refrain from exercising any obligation it has towards the Sellers in accordance with any instructions given to it by the relevant Sellers’ Representative.

- 24.6 Where any obligation of the Purchaser under this Agreement is discretionary, or requires confirmatory instructions from the Sellers' Representatives, the Purchaser shall be entitled to request such instructions, or clarification of any instruction, from the Sellers' Representatives (or if a matter relates to a certain group of Sellers, from the Sellers' Representative of that group of Sellers) as to whether, and in what manner, it should exercise or refrain from exercising any of its obligations under this Agreement and the Purchaser may refrain from acting unless and until it receives any instructions or clarification that it has requested.
- 24.7 In the absence of instructions, or in the case of conflicting instructions being received from the Sellers' Representatives, in accordance with the provisions of Clause 24.6 the Purchaser may in its sole discretion refrain from performing the relevant obligation.
- 24.8 The Purchaser shall not be liable for any delay (or any related consequences) in performing any of its obligations under this Agreement to the extent that such delay is caused as a result of the Sellers' Representatives failing to provide instructions or clarifications of instruction or providing conflicting instructions to the Purchaser in accordance with the provisions of Clause 24.6.
- 24.9 Each of the Sellers shall indemnify the Purchaser on demand and hold the Purchaser harmless against any claim, demand, cost, loss or liability that arises as a result of the Purchaser performing any instruction of a Seller Representative or any delay (or any related consequences) in performing any of its obligations under this Agreement to the extent that such delay is caused as a result of the Sellers' Representatives failing to provide instructions or clarifications of instruction or providing conflicting instructions to the Purchaser.
- 24.10 A Sellers' Representative may resign and be discharged from its duties and obligations under this Agreement by giving notice and specifying a date (which date shall be the later of the date specified in the notice and ten (10) Business Days after deemed receipt) on which such resignation shall take effect or be removed by the Sellers provided, however, that until a successor Sellers' Representatives shall have been appointed, such Sellers' Representative shall continue to perform its duties and obligations under this Agreement.
- 24.11 Each of the Sellers shall, prior to signing this Agreement, execute and provide to the Purchaser a certified copy of a power of attorney granted by each Seller in favour of its respective Sellers' Representative, authorising such Sellers' Representative to act as its representative in accordance with this Clause 24 and to execute this Agreement on its behalf.
- 24.12 The Parties acknowledge and agree that:
- (a) Clauses 24.2 to 24.7 (each inclusive) and Clause 24.11 shall not be applicable to UK FF Nominees Limited; and
 - (b) the Investor Sellers' Representative may act on behalf of InMotion Ventures Limited in accordance with Clauses 24.2 to 24.7 (each inclusive) provided that any action taken by, or decision of, the Investor Sellers' Representative has first been approved in writing by InMotion Ventures Limited and/or has been made in accordance with written instructions of InMotion Ventures Limited (in each case, including by email), and *further provided that*:
 - (i) the Investor Sellers' Representative and InMotion Ventures Limited shall immediately provide the Purchaser with all approvals and/or instructions provided by InMotion Ventures Limited to the Investor Sellers' Representative (in accordance with the aforementioned) in connection with this Agreement and/or any other Transaction Document, and shall procure that each such approval and/or instruction is true and accurate, and there is no fact which would render any such approval and/or instruction being inaccurate, misleading, unenforceable, invalid and/or otherwise illegal; and

-
- (ii) in the event that either the Investor Sellers' Representative or InMotion Ventures Limited breach the provisions of this Clause 24.12(b)(i), the Investor Sellers' Representative or InMotion Ventures Limited (as applicable) shall indemnify the Purchaser on demand and hold the Purchaser harmless against any claim, demand, cost, loss or liability that arises in connection with such breach.

This Agreement has been entered into by the Parties on the date first above written.

Signatures

The Sellers

Signed by **SAM RYAN** as duly appointed)
attorney for **WILLIAM CAREY-EVANS**)
under a power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **WALLEYE INVESTMENTS**)
LLC under a power of attorney dated 22 April) /s/ Sam Ryan
2022

Signed by **SAM RYAN** as duly appointed)
attorney for **STEVE COATES** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **STEPHANIE RIVET** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **STAFFORD SAINT** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **SIR JOHN HOOD** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **SIMON WOODROFFE** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **SIMON JAMES MORAN** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **RESHMA RUIA** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **PETER WILSON** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **NICHOLAS CHARLES**)
HOWARD under a power of attorney dated 08) /s/ Sam Ryan
April 2022)

Signed by **SAM RYAN** as duly appointed)
attorney for **NEIL ESPIE SMITH** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MORITZ SCHLENZIG** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MICHAEL LIEBREICH** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MICHAEL BAGGULEY** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MATTHEW HINDS** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MATTHEW FITZGERALD**)
under a power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **LIAM GRIFFIN** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **KEVIN JOSLING** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **KATJA HALL** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **KANE PIRIE** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **JULIAN MIALL** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **JOANNE SWINDELLS** under a)
power of attorney dated 13 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **JASON MARCUS** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **JAMES DUNLOP** under a power)
of attorney dated 11 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **INMOTION VENTURES**)
LIMITED under a power of attorney dated 26) /s/ Sam Ryan
April 2022)
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **GRAEME SPENCER TAYLOR**)
DICKSON under a power of attorney dated 08) /s/ Sam Ryan
April 2022)
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **GAUMNITZ FAMILY**)
LIMITED PARTNERSHIP under a power of) /s/ Sam Ryan
attorney dated 22 April 2022)
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **FLATZ AND PARTNERS AG**)
under a power of attorney dated 22 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **DOMINIK WELLMAN** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **DAVID MYERS** under a power of)
attorney dated 08 April 2022) /s/ Sam Ryan
.....

Signed by **SAM RYAN** as duly appointed)
attorney for **DAVID LOWISH** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **CAMERON HEPBURN** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **BENEDICT PHILIP**)
ALEXANDER MONRO-DAVIES under a) /s/ Sam Ryan
power of attorney dated 08 April 2022)

Signed by **SAM RYAN** as duly appointed)
attorney for **ASIMILAR GROUP PLC** under a)
power of attorney dated 12 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **ANNE MONRO-DAVIES** under a)
power of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **ANDREW SHAW** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **JAMESON LAMB** under a power)
of attorney dated 08 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **MICHAEL JOHN WILSHIRE**)
under a power of attorney dated 25 April 2022) /s/ Sam Ryan

Signed by **SAM RYAN** as duly appointed)
attorney for **ENVIRONMENTAL**)
TECHNOLOGIES FUND 3 LP under a power) /s/ Sam Ryan
of attorney dated 19 April 2022)

Signed by **SAM RYAN** as duly appointed)
attorney for **DYNAMO FUND I LP** under a)
power of attorney dated 19 April 2022) /s/ Sam Ryan

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **WILLIAM GRAHAM**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **VIKKI TOWNSEND**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **VICTOR SAAVEDRA**)
MARTINEZ under a power of attorney dated) /s/ John Slingsby
11 April 2022

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **VENESSA**)
BROADWAY under a power of attorney dated) /s/ John Slingsby
11 April 2022

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SOPHIA JACKSON**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SIMON OTT** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SIMON GRIMES** under)
a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SIMON BARKER**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SHAWN KELLY** under)
a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **SBONGILE MEMELA**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **RUBEN SILLERO**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **RIKO PATTNI** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **RAZINA SIVANATH**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **PAUL STUMPKE**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **OLOLADE OLOKE**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **NICHOLAS ABATE**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **NAWAL NUNU**)
AMARI under a power of attorney dated) /s/ John Slingsby
11 April 2022

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **NATASHA**)
SHANAHAN under a power of attorney dated) /s/ John Slingsby
11 April 2022

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **NAMRATA LALWANI**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MUJTABA AHMAD**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MITCH COWIE** under)
a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MELISSA PARNABY**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MBALI MKUMLA**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MAYAN TURNER**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **MARIA GASCON**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **LUKE RYAN** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **LIAM GRIMES** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **LEA GOLDING** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **KALSIE**)
GRANDEMANGE under a power of attorney)
dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **JOSE LUIS APUY**)
VILLEGAS under a power of attorney dated 11)
April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **JASON LENDRUM**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **JASON DRIVER** under)
a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **JAMES CHAMPION**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **HECTOR MANRIQUE**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **HAYLEY DUONG**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **GEORGE GRUNDY**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **EMMA FERRIES**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **DUYGU YILDIRIM**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **DAVID BERNIELL**)
GINER under a power of) /s/ John Slingsby
attorney dated 11 April 2022)

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **DARREN NARDONI**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **DARREN DALY** under)
a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **DANIEL RUIZ** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **CRISTINA**)
GUIMARAES under a power of attorney dated) /s/ John Slingsby
11 April 2022)

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **CRAIG NESTLER**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **CRAIG COKER** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **CHRIS HALL** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **CARLOS MELLADO** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **CALE DE ANDRADE PISSARRA** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **BENJAMIN LEDOUX** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **BEN BHATTAL** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **BARNABY WILLIAMS** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **BARAK SAS** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **ANN SEWELL** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly appointed attorney for **ANDREW ROBERTS** under a power of attorney dated 11 April 2022)
)
) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **AMY GOVENDER**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ALICE LANE** under a)
power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ALEX CASASAYAS**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ALBERT HORTA**)
LLOBET under a power of attorney dated 11)
April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ALBA NAVARRO**)
VARGAS under a power of attorney dated 11)
April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ADRIEN**)
LASSALMONIE under a power of attorney)
dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **JENNIFER**)
BURROUGHS under a power of attorney dated)
19 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY** as duly)
appointed attorney for **ASHLEY CLARK**)
under a power of attorney dated 11 April 2022) /s/ John Slingsby

Signed by **JOHN SLINGSBY**)
)
) /s/ John Slingsby

Signed by **SAM RYAN**)
)
) /s/ Sam Ryan

Signed by **UK FF NOMINEES LIMITED**
acting by its director CSC Corporate Services
(UK) Limited in turn acting by
Charmaine de Castro, a director

) /s/ Charmaine de Castro
)
)

The Sellers' Representatives

Signed by **JOHN SLINGSBY**

) /s/ John Slingsby
)
)

Signed by **SAM RYAN**

) /s/ Sam Ryan
)
)

The Purchaser

Signed for and on behalf of **Swvl Holdco Corp**) /s/ Mostafa Kandil
by **Mostafa Kandil** in his capacity as **Director**)
)

Swvl Holdings Corp

Signed for and on behalf of **Swvl Holdings**) /s/ Mostafa Kandil
Corp by **Mostafa Kandil** in his capacity as)
Director)

Swvl Global FZE

Signed for and on behalf of **Swvl Global FZE**) /s/ Mostafa Kandil
by **Mostafa Kandil** in his capacity as **Manager**)
)

Schedule 2

The Group

Part 1

Details of the Company

Company name	: Zeelo Limited
Company number	: 10274913
Date and place of incorporation	: 12 July 2016, England
Registered address	: 2 Underwood Row, London, United Kingdom, N1 7LQ
Issued share capital	: 60,619,167 ordinary shares of £0.00001 each 56,230,000 class A preferred shares of £0.00001 each 8,890,000 preferred shares of £0.00001 each
Shareholders	: See Schedule 1
Directors	: Liam Griffin Michael David Jonathan Liebreich Sam Edward Ryan Patrick Gerard Sheehan John Slingsby
Auditors	: Mazars LLP
Accounting reference date	: 31 December
Tax residency	: United Kingdom

Part 2
Details of the Subsidiaries

Company name : **Zed Doublee LO, S.L. (Sociedad Unipersonal)**
Company number : B-67024224
Date and place of incorporation : 03/08/2017, Spain
Registered address : Calle Josep Irla I Bosch, 1 – 3 BJ 08034, Barcelona, Spain
Issued share capital : 10,000 ordinary shares of €0.10
Shareholder : Zeelo Limited
Directors : Sam Edward Ryan
Daniel Ruiz
Auditors : Mazars LLP
Accounting reference date : 31 December
Tax residency : Spain

Company name : **ZeeloSA Midco Proprietary Limited**
Company number : 2021 / 987820 / 07
Date and place of incorporation : 10.11.2021, South Africa
Registered address : Connect Place – Suite 201 Beacon Rock, 21 Lighthouse Road, Umhlanga, Kwa-Zulu Natal, 4320
Issued share capital : 70 A Shares and 30 Ordinary Shares
Shareholders : 70 A Shares held by the Company and 30 Ordinary Shares held by the Trustees for the time being of the Entrepreneurship Development Trust
Directors : John Slingsby, James Champion, Carla Prentice
Auditors : Mazars LLP
Accounting reference date : 31 December
Tax residency : South Africa

Company name : **ZeeloSA Proprietary Limited**
Company number : 2018 / 471507 / 07
Date and place of incorporation : 06.09.2018, South Africa
Registered address : Connect Place – Suite 201 Beacon Rock, 21 Lighthouse Road, Umhlanga, Kwa-Zulu Natal, 4320

Issued share capital : 10,000 A Shares and 4,286 Ordinary Shares
Shareholders : 10,000 A Shares held by ZeeloSA Midco Proprietary Limited and 4,286 Ordinary Shares held by Double X Investment Partners Proprietary Limited
Directors : James Champion, John Slingsby, Mpumelelo Mnganga-Mokgathe and Sam Ryan
Auditors : Mazars LLP
Accounting reference date : 31 December
Tax residency : South Africa

Company name : **Zeelo, Inc.**
Company number : 3469380
Date and place of incorporation : 18/08/2020, Delaware, United State of America
Registered address : 16192, Coastal Highway, Lewes, Delaware, 19958
Issued share capital : 100,000 Ordinary Shares of US\$ 1.00
Shareholder : Zeelo Limited
Directors : Sam Edward Ryan, John Slingsby and Moritz Schlenzig
Auditors : Mazars LLP
Accounting reference date : 31 December
Tax residency : United States

Schedule 3

Completion Arrangements

Part 1

Sellers' Obligations

At Completion the Sellers shall:

1. Procure that board meetings of the Company and of each Subsidiary are held at which:
 - 1.1 in the case of the Company, the sale of the Shares to the Purchaser or such other person as the Purchaser may nominate be approved and it shall be resolved that the transfer of the Shares shall be approved for registration and (subject only to the transfers being duly stamped) the transferee entered into the register of members; and
 - 1.2 Mostafa Kandil, Youssef Salem, and Shahzeb Memon shall be appointed as directors as the Purchaser's nominees;
2. Deliver to the Purchaser or the Purchaser's Solicitors:
 - 2.1 duly executed transfers in respect of the Shares in favour of the Purchaser or such other person as the Purchaser may nominate;
 - 2.2 the share certificates for the Shares or an indemnity in the agreed terms for any lost share certificates;
 - 2.3 a power of attorney in the agreed terms duly executed as a deed by each of the Sellers in favour of the Purchaser to enable the Purchaser to exercise voting and other rights attaching to the Shares with immediate effect from the Completion Date;
 - 2.4 a letter in the agreed terms confirming that the relevant Sellers (if any) have ceased to be a registrable relevant legal entity for the purposes of section 790C of the Companies Act in relation to the Company.
3. Deliver to the Purchaser or such other person as the Purchaser may nominate:
 - 3.1 the statutory books (written up to but not including the Completion Date), electronic copies of the certificates of incorporation (including all certificates of incorporation or change of name (if any) and common seal (if any)) of the Company and each Subsidiary;
 - 3.2 written resignations in the agreed terms to take effect from Completion of Liam Griffin, Michael Liebreich, Patrick Sheehan as directors of the Company and of each of the Subsidiaries (as the case may be) in each case executed as a deed and relinquishing any right (past, present or future) against the Company or, as appropriate, the relevant Subsidiary for loss of office (whether contractual, statutory or otherwise);
 - 3.3 statements from the banks at which the Company and each Subsidiary maintains an account giving the balance as at the close of business on the last Business Day prior to Completion;
 - 3.4 the cash book balances of the Company and each Subsidiary with statements reconciling the same with the bank statements in paragraph 3.3 above;
 - 3.5 the Employee Options Roll-over Agreements executed by the Employee Optionholders (Rolling);

-
- 3.6 the Employee Option Exercise Documents executed by the remaining Employee Optionholders;
- 3.7 evidence in a form reasonably satisfactory to the Purchaser that all change of control provisions contained in the following client contracts to which a Group Company is a party have been irrevocably waived:
- Wincanton
 - Tesco
 - Jaguar Land Rover
 - 2 Sisters Food Group
 - Fidelity
 - Rotherham College and Dearne Valley College (RNN Group); and
- 3.8 evidence in a form reasonably satisfactory to the Purchaser that the change of control provisions contained in the Close Brother Facility documents to which the Company is a party have been irrevocably waived.

Part 2
Purchaser's Obligations

At Completion the Purchaser shall:

1. pay or procure that the Initial Cash Consideration shall be transferred to the Sellers' Designated Account by electronic transfer in immediately available cleared funds (without deduction of any bank charges, transaction fees, foreign exchange costs or other fees);
2. issue, credited as fully paid, the Consideration Shares to the Sellers and provide an updated share register evidencing the same;
3. execute and deliver to the Sellers' Solicitors counterparts of:
 - (a) the Management Warranty Deed;
 - (b) the Employee Options Roll-over Agreements; and
 - (c) duly executed deeds of variation in the agreed form in respect of the service agreements of Sam Ryan and John Slingsby;
4. procure the execution and delivery to the Sellers Solicitors of certified copies:
 - (a) the Swvl Inc Loan Note Instrument; and
 - (b) the Put Option Agreements;
5. amend its memorandum and articles of association to reflect the form set out in Schedule 6 (*Form of the Purchaser's Amended and Restated Memorandum and Articles*); and
6. deliver to the Sellers' Solicitors certified copies of its relevant corporate authorisations and of the relevant corporate authorisations of Swvl Inc and Swvl TopCo, approving (in each case) the entry into of the transactions contemplated by this Agreement (including but not limited to the issue of the Consideration Shares).

Schedule 4

Tax Covenant

1. Interpretation

1.1 In this Tax Covenant:

“**Accounts Relief**” means any Relief which was treated, shown or reflected as an asset in the Audited Accounts or was taken into account in computing any Tax (including any deferred Tax) asset which appears in the Audited Accounts or which was taken into account in computing and so reducing or eliminating any provision for Tax (including deferred Tax) in the Audited Accounts (or which but for such Relief would have been provided for in Audited Accounts);

“**Actual Tax Liability**” means any liability to make an actual payment of, or in respect of, or on account of, Tax, whether or not the same is primarily payable and whether or not there is or may be any right of reimbursement against any other person (in which case the amount of the Actual Tax Liability will be the amount of the actual payment);

“**Assessment**” means a claim, assessment, notice or demand issued by a Taxation Authority by which a person is liable or is sought to be made liable to make a payment to a Taxation Authority or to another person or is denied or sought to be denied a Relief, in each case which could give rise to a Tax Covenant Claim;

“**Deemed Tax Liability**” means:

- (a) the Loss, otherwise than by use or setting off, of an Accounts Relief (other than a repayment of Tax or payment in respect of Tax), and the amount of the Deemed Tax Liability will be the amount of Tax which would not have paid (on the basis of Tax rates current at the Accounts Date) but for the Loss of the Relief, assuming for this purpose that there were sufficient profits to use the Relief (or that the Relief could otherwise have been used);
- (b) the Loss of an Accounts Relief which was a right to repayment of Tax or to a payment in respect of Tax, and the amount of the Deemed Tax Liability will be the amount of the repayment or payment; or
- (c) the use or setting-off of any Purchaser’s Relief where, but for that set-off or use, a Seller would have had a liability to make a payment to the Purchaser under this Schedule, and the amount of the Deemed Tax Liability will be the amount of Tax for which the Seller would have been liable but for such use or set-off;

“**Loss**” means and includes absence, failure to obtain, non-existence, non-availability, reduction, modification, loss, counteraction, nullification, use, utilisation, set off, disallowance, withdrawal or clawback for whatever reason;

“**Purchaser’s Relief**” means:

- (a) any Accounts Relief;
- (b) any Relief which arises to a Group Company in the ordinary course of business between the Locked Box Date and Completion;

- (c) any Relief which arises to the Group Company in respect of an event occurring after the Completion Date or in respect of a period (or part-period) commencing after the Completion Date; or
- (d) a Relief which arises to a member of a Purchaser's Group other than the Group Company;

"Relief" means any relief, loss, allowance, credit, set-off, deduction or exemption for any Tax purposes, any right to repayment of Tax or to a payment in respect of Tax from a Taxation Authority or otherwise, and:

- (a) any reference to the use or set off of a Relief shall be construed accordingly and shall include the use of set-off in part; and
- (b) any reference to the loss of a Relief shall include the failure to obtain, reduction, modification, loss, counteraction, nullification, absence, unavailability, disallowance, withdrawal, clawback, non-existence or cancellation of any such Relief, or to such Relief being available only in a reduced amount;

"Tax" or **"Taxation"** means and includes all forms of taxation and statutory and governmental, state, provincial, local governmental or municipal charges, duties, contributions and levies, withholdings and deductions, in each case whether of the United Kingdom or elsewhere and whenever imposed and all related penalties, charges, costs and interest;

"Tax Liability" means an Actual Tax Liability or a Deemed Tax Liability; and

"Taxation Authority" means HM Revenue & Customs and any other governmental or other authority body or official competent or authorised to impose, assess, administer or collect Taxation whether in the United Kingdom or elsewhere.

- 1.2 For the purposes of this Schedule and in particular for computing any Tax liability or Relief an accounting period of the Group Company shall be deemed to have ended on the Completion date.
- 1.3 References to any "income", "profits" or "gains" earned, accrued or received shall include income, profits and gains which are deemed to have been earned, accrued or received for Tax purposes.
- 1.4 References to any "income", "profits" or "gains" earned, accrued or received before a particular date or in respect of a particular period include income, profits or gains which are deemed for the purposes of any Tax to have been earned, accrued or received at or before the date or in respect of that period.
- 1.5 Any stamp duty that is payable in respect of any document, or in the case of a document that is outside the United Kingdom, any stamp duty which would be payable in respect of such document if it were brought into the United Kingdom, which is necessary to establish the title of a Group Company to any asset or to enable the Group Company or any other member of the Purchaser's Group to produce the relevant document in evidence in any civil proceedings or to use the document for any other official purpose, and any interest, fine or penalty relating to such stamp duty, shall be deemed to be a liability of the Group Company to make an actual payment of Tax, and the execution of the document (or, in the case of a bearer instrument, the issue of the instrument or the first transfer in the United Kingdom of the property constituted by it (as applicable)) shall be deemed to be the Event which gave rise to such liability.

- 1.6 Each of the covenants contained in paragraph 2 shall be construed as a separate and independent covenant and shall not be limited or restricted by reference to or inference from any other covenant contained in paragraph 2.
- 1.7 References to a repayment of Tax shall include any repayment supplement or interest in respect of it.
2. **Covenant**
- The Sellers severally covenant to pay to the Purchaser, by way (to the extent possible) of a reduction in consideration, an amount equal to:
- 2.1 any Actual Tax Liability arising to a Group Company in respect of, by reference to or in consequence of:
- (a) an event occurring on or before Completion; or
 - (b) any income, profits or gains which were earned, accrued or received on or before Completion or in respect of a period ending on or before Completion;
- 2.2 any Deemed Tax Liability;
- 2.3 any Tax Liability that arises (whether before, on or after Completion) to a Group Company or any member of a Purchaser's Group due to the relationship for Tax purposes before Completion of a Group Company with any person other than a member of the Purchaser's Group;
- 2.4 any liability of a Group Company arising from an obligation to repay the whole or any part of any payment received for any surrender or transfer of any Relief pursuant to an arrangement entered into by a Group Company on or before Completion;
- 2.5 any amount paid (or payable to the extent it is not yet actually paid) by a Group Company for a surrender or transfer to it of any Relief in respect of any period ended on or prior to Completion to the extent that such Relief is lost, cancelled or disallowed or otherwise proves to be unavailable to set off against income, profits or gains or Tax for the period in respect of which the surrender is made;
- 2.6 any liability of a Group Company relating to employment taxes or social security contributions in respect of the grant, exercise, surrender, exchange or other disposal of an option or other right to acquire securities, or in respect of any acquisition, holding, variation or disposal of securities where the acquisition of the security or the grant of the option, or other right to acquire the security occurred on or before Completion;
- 2.7 any liability relating to, in connection with or arising as a result of a Group Company entering into any transaction or arrangement otherwise than on arm's length terms and/or the lack of documentation relating to the processes by which prices and terms have been arrived at for any transaction or arrangement entered into by the Group Company;
- 2.8 any liability of a Group Company to pay or account for any employment or payroll taxes or any other Tax under any withholding regime or payroll system or national insurance/social security contributions (in each case together with any related interest and/or penalties) which arises at any time as a result of, in consequence of or in connection with the remuneration paid, or otherwise referable to any period, on or prior to Completion of any person engaged by the Group Company, whether engaged by the Group Company as an employee or office-holder or otherwise (including through a personal services company and/or agency);
- 2.9 any liability relating to, in connection with or in respect of ZeeloSA Proprietary Limited, arising directly as a result of the Broad-Based Black Economic Empowerment restructuring of that Group Company; and

- 2.10 any costs and expenses reasonably and properly incurred by the Purchaser, any member of a Purchaser's Group and/or a Group Company in connection with any liability under this Schedule or in connection with any action taken in taking, defending or settling any action under this Schedule.
3. **Exclusions**
- The Sellers are not liable in respect of a Tax Covenant Claim under paragraph 2.1 with respect to a Tax Liability to the extent that:
- 3.1 a specific provision or reserve was included in the Audited Accounts in respect of the matter giving rise to the Tax Liability; or
- 3.2 payment or discharge of the Tax Liability has been made prior to the Completion Date; or
- 3.3 it arises as a result of a transaction in the ordinary course of business of any Group Company between the Locked Box Date and Completion; or
- 3.4 the matter giving rise to the Tax Liability has been discharged or made good without loss or cost to any member of a Purchaser's Group and/or the Group Company; or
- 3.5 the matter giving rise to the Tax Liability would not have arisen but for the passing of, or a change in, a law, rule, regulation, rate of Tax, published interpretation of the law or published administrative practice of a Taxation Authority after the date of the Agreement, in each case not actually or prospectively in force at the date of the Agreement; or
- 3.6 the matter giving rise to the Tax Liability would not have arisen but for the Group Company's failure or omission after Completion to make a claim, election, surrender or disclaimer, or give a notice or consent in connection with, a provision of an enactment or regulation relating to Tax, the anticipated making, giving or doing of which was taken into account in computing the provision for Tax in the Audited Accounts, but only to the extent that the Purchaser was aware or reasonably ought to have been aware of the need to make or give any such claim, election, surrender, disclaimer, notice or consent and such claim, election, surrender, disclaimer, notice or consent may be validly and legally made; or
- 3.7 a Relief (other than a Purchaser's Relief) is immediately available to reduce or eliminate the Tax Liability giving rise to such Claim and such Relief is capable of actual and immediate utilisation; or
- 3.8 the Tax Liability giving rise to such Tax Covenant Claim results from any voluntary act or omission carried out or effected by any Group Company after Completion, where the Purchaser was aware, other than any act:
- (a) occurring in the ordinary course of the business of the Company as carried on at Completion; or
 - (b) occurring in the ordinary course of management of the tax affairs of the Company; or
 - (c) carried out or omitted pursuant to a legally binding obligation entered into by the Company before or on Completion; or
 - (d) carried out or omitted as required by law, regulation, generally accepted accounting principles or requirement having the force of law whether coming into force before, on or after Completion; or
 - (e) carried out or omitted for the purpose of avoiding or mitigating a penalty which would otherwise have been imposed by such law, regulation or request referred to in paragraph 3.8(c) above or pursuant to any such obligation referred to in paragraph 3.8 (b) above; or

- (f) consisting of the presentation for stamping of any instrument which was entered into prior to Completion where such presentation was made (i) at the request of or with the consent of the Sellers' Representatives, or (ii) in order to prove title to any asset of a Group Company, or (iii) to rely on any document before or in any court of law; or
 - (g) carried out or omitted with the written consent or at the written request or the direction of any of the Sellers or their authorised representatives; or
 - (h) in accordance with the terms of this Agreement or any other Transaction Document; or
- 3.9 the Tax Liability giving rise to such Tax Covenant Claim arises by reason of a voluntary disclaimer, revocation or revision by a Group Company after Completion of any Relief validly claimed by a Group Company before or on Completion; or
- 3.10 the Tax Liability giving rise to such Tax Covenant Claim arises by virtue of any change after Completion in the bases, methods or policies of accounting of a Group Company, except where such change is necessary to comply with law or generally accepted accounting practice in force in the relevant jurisdiction of such Group Company at Completion; or
- 3.11 the Tax Liability giving rise to such Tax Covenant Claim is one of interest and penalties and arises due to the fact that any instalment of corporation tax paid before Completion pursuant to the Corporation Tax (Instalment Payments) Regulations 1998 (SI 1998/3175) as a result of or in consequence of income, profits or gains accrued or recovered after Completion; or
- 3.12 the Tax Liability giving rise to such Tax Covenant Claim would not have arisen but for a cessation of any trade carried on by the Company, being a cessation or change (i) occurring after Completion and (ii) which did not commence or was otherwise contributed to, wholly or partly prior to Completion; or
- 3.13 the liability in question is a liability to penalties or interest which would not have arisen but for a delay by the Purchaser in paying over to a Tax Authority any payment previously made by the Sellers under this Deed.

4. Date for Payment

The Sellers shall pay to the Purchaser amounts due under this Schedule in cleared, immediately available funds:

- 4.1 in the case of amounts due in relation to an Actual Tax Liability, within five Business Days following the date on which the Purchasers give written notice to the Sellers of the amount so payable or, if later, two Business Days before the date on which the relevant Tax is payable;
- 4.2 in the case of amounts due in relation to limb (c) of the definition of Deemed Tax Liability, within five Business Days following the date on which the Purchasers give written notice to the Sellers of the amount so payable or, if later, two Business Days before the date on which the Tax would have been due for payment; and
- 4.3 in all other cases, within seven Business days following the date on which the Purchasers give written notice to the Sellers of the amount so payable.

5. Conduct of Claims

- 5.1 If the Purchaser becomes aware of an Assessment, the Purchaser shall give written notice thereof to the Sellers' Representatives as soon as reasonably practicable and in any event within 15 Business Days of becoming aware, such notice containing reasonable particulars of the circumstances relating to such issue of which the Purchaser becomes aware (including all relevant time frames and a reasonable estimate of the amount of any potential Tax Covenant Claim) to the extent available to the Purchaser at that time, provided that giving that notice shall not be a condition precedent to the Sellers' liability under this Schedule.

- 5.2 If a Seller becomes aware of an Assessment, that Seller or its designated Sellers' Representatives shall give written notice thereof to the Purchaser as soon as reasonably practicable (and in any event within 5 Business Days of becoming aware), such notice containing reasonable particulars of the circumstances relating to such issue to the extent available to that Seller at that time, including (where available) a calculation setting out, in that Seller's reasonable opinion, an estimate of the amount of any potential Claim under this Schedule, provided that giving that notice shall not be a condition precedent to any Seller's liability under this Schedule.
- 5.3 The Purchaser shall be entitled to resist any Assessment and to have the conduct (including without limitation, the right to control any proceedings and deal directly with any Taxation Authority) of any such Assessment.
- 5.4 Subject to the provisions of paragraph 5 and to the Sellers' compliance with paragraph 5.5, the Purchaser shall, in relation to the Assessment or the matters to which the Assessment relates:
- (a) procure that no Assessment is settled or otherwise compromised without the prior written consent of the Seller, or the Sellers' Representatives, such consent not to be unreasonably withheld or delayed;
 - (b) use their reasonable endeavours to resolve the Assessment with the relevant Taxation Authority as soon as reasonably practicable;
 - (c) keep the Sellers' Representatives informed of all actual or proposed material developments known to the Purchaser;
 - (d) promptly notify the Sellers' Representatives of any intended material oral communication or any meeting with a relevant Taxation Authority and the Sellers shall be entitled to nominate one individual each to attend such meeting or oral communication;
 - (e) promptly provide the Sellers' Representatives with copies of or extracts from all material documents and material correspondence with a Taxation Authority; and
 - (f) at least 5 Business Days prior to the date of any intended submission, provide to the Sellers' Representatives for prior review any material document or correspondence which is to be submitted to the relevant Taxation Authority and (to the extent provided on a timely basis) take such reasonable comments of the Sellers' Representatives into account when finalising the relevant document or correspondence, provided that the Purchaser nor any Group Company shall be required to submit any document or correspondence (or make any other statement) which is not to the best of any Group Company's knowledge correct and complete.
- 5.5 The Sellers shall indemnify the Purchaser and each Group Company in respect of third party costs and expenses reasonably and properly incurred by the Purchaser and/or each Group Company in taking any action or proceedings pursuant to paragraph 5.4.
- 5.6 The Purchaser or the relevant Group Company shall, without reference to the Sellers' Representatives, be entitled to admit, compromise, settle, discharge or otherwise deal, in good faith, with an Assessment on such terms as are reasonable:
- (a) if written notice is served on the Purchaser by the Sellers' Representatives to the effect that they consider the Assessment should no longer be resisted;
 - (b) if the Sellers fail to comply with their obligation in paragraph 5.5, but only if such failure has first been notified to the Sellers' Representatives by the Purchasers and such failure has not ceased by the date falling one month after such notification;

- (c) upon the expiry of any period prescribed by applicable legislation for the making of an appeal against either the Assessment in question or the decision of any court or tribunal in respect of any such Assessment, as the case may be; or
- (d) where the liability derives from or arises out of any dishonest or fraudulent act by any Seller or by any Group Company (on or before Completion) or, in either case, any director or officer thereof.

6. **Tax Affairs**

- 6.1 The Purchaser shall prepare the Tax returns of each Group Company for: (1) all periods ended on or before Completion (each such period a “**Pre-Completion Period**”) which have not been submitted before Completion; and (2) for the period beginning on or before, but ending after, Completion (the “**Straddle Period**”).
- 6.2 The Purchaser shall (or shall procure that the Group Company shall) submit the Tax returns relating to Pre-Completion Periods referred to in paragraph 6.1 in draft form to the Sellers’ Representatives, at least 30 Business Days before the last date on which the return may be filed with the applicable Taxation Authority without incurring interest and penalties (the “**filing date**”) and the Sellers’ Representatives shall be given an opportunity to make comments thereon. The Purchasers shall (or shall procure that the Group Company shall) take into consideration in the relevant Tax return all reasonable comments of the Sellers’ Representatives that are received at least 10 Business Days before the filing date.
- 6.3 The Purchaser shall procure that each Group Company shall cause the completed returns mentioned in paragraph 6.2 to be signed and submitted to the appropriate Taxation Authority on a timely basis, provided that the Purchasers shall not be obliged to procure that any Group Company takes any such action as is mentioned in this paragraph 6.3 in relation to any Tax return that is not to the best of any Group Company’s knowledge correct and complete.
- 6.4 The Purchaser shall prepare all documentation and deal with all matters (including correspondence) relating to the Tax returns of each Group Company for all Pre-Completion Periods, provided that, where there is or is to be any correspondence, meeting or telephone call with any Taxation Authority in relation to such Tax returns or that correspondence:
 - (a) the Purchaser shall (or shall procure that the relevant Group Company shall) promptly send copies of all such material correspondence received and copies of all draft replies to the Sellers’ Representatives and shall give to the Sellers’ Representatives an opportunity to make comments thereon a reasonable time in advance of the submission of those replies to the relevant Taxation Authority. The Purchasers shall (or shall procure that the relevant Group Company shall) take into consideration in those replies all reasonable comments of the Purchasers received before their submission; and
 - (b) the Purchaser shall (or shall procure that the relevant Group Company shall) give reasonable advance notice of any such meeting or call to the Sellers’ Representatives, and the Sellers’ Representatives shall be entitled to nominate one individual to attend such meeting or call.
- 6.5 The Purchaser shall provide all such available information as may reasonably be requested by the Sellers’ Representatives to enable the Sellers’ Representatives to exercise its rights under this paragraph 6.
- 6.6 The Purchaser shall not be obliged to take or to procure that any Group Company takes any action pursuant to paragraph 6 which:
 - (a) in relation to the submission of any document or correspondence or the making of any statement, is not to the best of any Group Company’s knowledge correct and complete; or

- (b) it reasonably considers would materially affect the future liabilities or obligations of any member of a Purchaser's Group or the relationship of any member of a Purchaser's Group with any Taxation Authority.
- 6.7 Where there is conflict between the foregoing provisions of this paragraph 6 and paragraph 5, paragraph 5 shall take precedence over the foregoing provisions of this paragraph 6.
- 7. Third Party Recovery**
- 7.1 Subject to this paragraph 7, in circumstances where: (i) the Sellers have actually made a cash payment to the Purchasers under this Schedule in respect of a Tax Liability (and such payment has not been refunded by the Purchasers); and (ii) any member of a Purchaser's Group receives from any person (other than any other member of a Purchaser's Group) a payment in respect of that Tax Liability (a "**Recovered Sum**"), then:
- (a) upon the Purchasers becoming so aware, the Purchasers shall notify the Sellers' Representatives of that fact as soon as reasonably practicable;
- (b) and the lessor of:
- (i) the Recovered Sum less: (1) any Tax suffered thereon; and (2) any costs, expenses and losses incurred in establishing or obtaining such payment; and
- (ii) the amount already paid by the Sellers in respect of the relevant Tax Liability (and not previously refunded under this Schedule) (the "**Recovery Amount**"),
- shall be dealt with in accordance with paragraph 7.2.
- 7.2 Where this paragraph 7.2 applies, any Recovery Amount shall:
- (a) first be set off against any amounts due by the Sellers under this Schedule; and
- (b) to the extent there is any excess, be paid to the Sellers' Representatives within 10 Business Days.
- 7.3 If the Purchaser or the Company becomes aware that it is entitled to recover any amount mentioned in paragraph 7.1, the Purchaser will as soon as reasonably practicable give notice of that fact to the Sellers Representatives and provided that the Sellers indemnify the Purchaser to the reasonable satisfaction of the Purchaser against all losses, costs, damages and expenses (including additional Tax) which may be incurred thereby, the Purchaser shall procure that the Company, at the Sellers' cost and expense shall take such action as the Sellers may reasonably and promptly request in writing to effect such recovery.
- 8. Corresponding Benefits**
- 8.1 Where:
- (a) a liability of a Group Company has resulted in a Relief arising (the "**Relevant Relief**"); and
- (b) the Sellers have made a payment in full to the Purchasers in respect of that liability under this Schedule; or
- (c) any provision for Tax (other than a provision for deferred Tax) in the Locked Box Accounts is found to be overstated otherwise than by reason of any Purchaser's Relief or any act of the Purchaser carried out after Completion,
- the amount of any cash Tax benefit realised by the Purchasers or the Group Company with respect to any such Relevant Relief less: (1) any Tax suffered thereon; and (2) any costs, expenses and losses reasonably and properly incurred in establishing, utilising or obtaining such benefit (the "**Tax Saving**") shall be treated in accordance with paragraph 8.2, apart from when such Tax Saving arises as a result of or in relation to:

- (d) any change in law (or a change in the interpretation on the basis of case law), regulation or directive that is made after the date of the Agreement;
 - (e) any change in the rates of Tax after the date of the Agreement;
 - (f) any change in the published practice of, or any change in a published extra statutory concession of, any Taxation Authority or any change in generally accepted accounting policies or practices, in each case where the same occurs or is made after the date of the Agreement;
 - (g) any voluntary act after Completion of the Group Company or any other member of a Purchaser's Group;
 - (h) any failure or omission as described in paragraph 3.6; and
 - (i) any changes after Completion of the date to which the Group Company makes up its accounts or in the bases, methods or policies of accounting of the Group Company or any other member of a Purchaser's Group.
- 8.2 Subject to paragraph 8.3, the amount of any Tax Saving shall:
- (a) first be set off against any amounts due by the Sellers under this Schedule; and
 - (b) to the extent there is any excess in Tax Savings actually received in cash, be paid to the Sellers' within 10 Business Days.
- 8.3 Where there would otherwise be any two or more of a Recovery Amount and a Tax Saving in respect of the same matter, the Sellers shall only be entitled to the benefit of one such amount.
- 8.4 No claim shall be made under paragraph 7 or 8 to the extent that the Sellers have already benefitted from the relevant Recovery Amount or Tax Saving.

9. **Purchaser's covenant**

- 9.1 Subject to paragraph 9.2, the Purchaser hereby covenants to pay to the Sellers an amount equal to:
- (a) any liability or increased liability to Tax of any Seller arising as a consequence of any failure by the Company or a member of the Purchaser's Group after Completion to pay any Tax which is the primary liability of the Company or the relevant member of the Purchaser's Group; and
 - (b) all reasonable costs and expenses properly incurred by the Sellers in connection with any liability under this paragraph 9 or in connection with any action taken in taking, defending or settling any action under this paragraph 9.
- 9.2 Paragraph 9.1 shall not apply to the extent that:
- (a) the Purchaser has validly claimed against the Sellers under this Schedule in respect of the amount of Tax which the Company or a member of the Purchaser's Group has failed to pay under paragraph 9.1(a) and for which no payment has yet been made by the Sellers; or
 - (b) the Purchaser could validly claim against the Sellers under this Schedule for payment of the amount of Tax which the Company or a member of the Purchaser's Group has failed to pay under paragraph 9.1(a); or

(c) an amount in respect of Tax has been recovered by the Sellers under any relevant Tax Statute (and the Sellers shall procure that no such recovery is sought to the extent that payment is made hereunder).

9.3 The provisions of clauses 6.3 and 20.3 of this agreement, and paragraphs 4 and 5 of this schedule, shall apply to the covenant contained in this paragraph 9 as they apply to the covenant in paragraph 2 with references to the Sellers being replaced with references to the Purchaser and vice versa and with any other necessary modifications.

Schedule 5

Earn-out Consideration

1. Definitions

In this Agreement:

“**Achievement Notice**” has the meaning given to it in paragraph 3.2 of this Schedule;

“**Acquired Revenue**” means any amounts of revenue that are directly or indirectly acquired by a Group Company, by way of an asset or share purchase, or introduced by a Group Company but acquired by a company that is an affiliated entity of Swvl TopCo (other than, for the avoidance of doubt, the Group) which shall, as applicable, be calculated as such revenue figure minus one third of the total consideration paid or payable in connection with any such acquisition;

“**Bad Leaver**” means a Leaver:

- (a) who has voluntarily resigned from the Group prior to expiry of the Earn Out Period (other than (i) in circumstances found by a competent authority to constitute constructive dismissal, or (ii) as a consequence of permanent incapacity due to ill-health or disability (of either the Leaver or a Family Member (provided that if the Family Member is a child or adopted or stepchild, such child is under the age of 18)); or;
- (b) whose employment was validly terminated as a result of having been convicted of Fraud;
- (c) whose employment was validly terminated as a result of:
 - (i) being convicted of a custodial criminal offence; or
 - (ii) committing act(s) of gross misconduct (as such term is defined in the relevant Leaver’s employment contract);

“**Earn-out Consideration**” means each of the First Earn-out Consideration, the Second Earn-out Consideration and the Third Earn-out Consideration;

“**Earn-out Period**” means each of the First Earn-out Period, the Second Earn-out Period or the Third Earn-out Period;

“**Earn-out Statement**” has the meaning set out in paragraph 3.3(b) of this Schedule;

“**Earn-out Target**” means each of the Second Earn-out Interim Target, the Second Earn-out Target, the Third Earn-out Interim Target and the Third Earn-out Target;

“**EC Trading Price**” means the three (3) month volume weighted average trading price of each of the TopCo Consideration Shares immediately following Completion, *provided that* if such volume weighted average trading price is:

- (a) less than US\$ 5.00, the EC Trading Price shall be deemed to be US\$ 5.00; or
- (b) more than US\$ 15.00, the EC Trading Price shall be deemed to be US\$ 15.00;

“**Expert**” means an independent firm of chartered accountants appointed in accordance with paragraph 4 of this Schedule to resolve any dispute arising among the Parties in connection with the preparation of the Earn-out Statement or the calculation of the corresponding Earn-out Payment;

“**Family Member**” means in relation to a Leaver who is a natural person, their spouse or common law spouse, civil partner and/or any one or more of their children (including adopted and step-children);

“**First Earn-out Consideration**” has the meaning given to it in paragraph 2.1(a) of this Schedule;

“**First Earn-out Period**” means the annual accounting period of the Group ending 31 December 2022;

“**Good Leaver**” means any Leaver who is not a Bad Leaver;

“**Leaver**” means a person who has ceased to be employed or engaged by the Group prior to the expiry of the Third Earn-out Period;

“**Objection Notice**” has the meaning set out in paragraph 3.4 of this Schedule;

“**Reference Accounts**” means in relation to an Earn-out Period, such management accounts comprising, in each case, a balance sheet, a profit and loss account and a cash flow statement, in each case for that Earn-out Period;

“**Resolution Notice**” has the meaning set out in paragraph 3.6 of this Schedule;

“**Revenue**” means revenue generated by the Group, where such revenue is recognised in accordance with the Revenue Recognition Policy, from:

(a) all Transport as a Service (TaaS) and Software as a Service (SaaS) gross revenue in the United States of America and the United Kingdom; and

(b) all gross revenue of the Business in South Africa,

together with any Acquired Revenue;

“**Revenue Recognition Policy**” means the Group’s revenue recognition policy attached as Annex 1 to this Schedule;

“**Review Period**” has the meaning set out in paragraph 3.4 of this Schedule;

“**Second Earn-out Consideration**” has the meaning given to it in paragraph 2.1(b) of this Schedule;

“**Second Earn-out Interim Target**” means US\$ 64,000,000;

“**Second Earn-out Period**” means any consecutive 12-month period following the date of this Agreement and ending on or before 31 December 2023;

“**Second Earn-out Target**” means US\$ 80,000,000;

“**Third Earn-out Consideration**” has the meaning given to it in paragraph 2.1(c) of this schedule;

“**Third Earn-out Interim Target**” means US\$ 96,000,000;

“**Third Earn-out Period**” means any consecutive 12-month period following the date of this Agreement and ending on or before 31 December 2024; and

“**Third Earn-out Target**” means US\$ 120,000,000.

2. Earn-out Consideration

2.1 As additional consideration for the Shares, if,

- (a) during the First Earn-out Period, the Company generates Revenue:
- (i) that is greater than or equal to US\$ 32,000,000, the Sellers shall have the right to exercise the First C Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration C Shares then held by the Sellers in consideration for the issue of C Loan Notes with an aggregate value of US\$ 28,131,210, upon and subject to the terms and conditions of the First C Put Option; or
 - (ii) that is greater than or equal to US\$ 25,600,000 but less than US\$ 32,000,000, the Sellers shall have the right to exercise the First C Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration C Shares then held by the Sellers in consideration for the issue of First C Loan Notes with an aggregate value of US\$ 28,131,210.00, upon and subject to the terms and conditions of the First C Put Option; and
 - (iii) upon completion of the First C Put Option, the Sellers shall have the right to exercise the Second C Put Option pursuant to which they shall be entitled to require Swvl TopCo, and Swvl TopCo shall be required to acquire all of the C Loan Notes in consideration for the issuance of such number of TopCo Consideration Shares as is calculated by dividing the aggregate value of the C Loan Notes by the EC Trading Price (*provided always that* the relevant number of TopCo Consideration Shares issued shall be rounded up (if 0.5 or over) or down to the nearest whole number),

(the “**First Earn-out Consideration**”); and

- (b) during the Second Earn-out Period, the Company generates Revenue:
- (i) that is greater than or equal to the Second Earn-out Target, the Sellers shall have the right to exercise the First D Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration D Shares then held by the Sellers in consideration for the issue of D Loan Notes with an aggregate value of US\$ 28,131,210, upon and subject to the terms and conditions of the First D Put Option; or
 - (ii) that is greater than or equal to the Second Earn-out Interim Target but less than the Second Earn-out Target:
 - (A) the Sellers shall have the right to exercise the First D Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire 80% (eighty per cent) of the Consideration D Shares then held by the Sellers in consideration for the issue of D Loan Notes with an aggregate value of US\$ 22,504,968, upon and subject to the terms and conditions of the First D Put Option, *provided that*
 - (B) if following the issuance of the D Loan Notes referred to in paragraph (b)(ii)(A) above, but during the remainder of the Second Earn-out Period, the Company generates further Revenue that is equal to the difference between of the Second Earn-out Interim Target and the Second Earn-out Target, the Sellers shall have the right to exercise a further D Put Option pursuant to which they shall be entitled to require

Swvl Inc, and Swvl Inc shall be required, to acquire all of the remaining Consideration D Shares then held by the Sellers in consideration for issue of further D Loan Notes with an aggregate value of US\$ 5,626,242, upon and subject to the terms and conditions of the First D Put Option; and

- (iii) upon completion of any exercise of the First D Put Option, the Sellers shall have the right to exercise the Second D Put Option pursuant to which they shall be entitled to require Swvl TopCo, and Swvl TopCo shall be required, to acquire all of the D Loan Notes then held by the Sellers in consideration for the issuance of such number of TopCo Consideration Shares as is calculated by dividing the aggregate value of the relevant D Loan Notes by the EC Trading Price (*provided always that* the relevant number of TopCo Consideration Shares issued shall be rounded up (if 0.5 or over) or down to the nearest whole number),

(the “**Second Earn-out Consideration**”); and

- (c) during the Third Earn-out Period, the Company generates Revenue:

- (i) that is greater than or equal to the Third Earn-out Target, the Sellers shall have the right to exercise the First E Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the Consideration E Shares then held by the Sellers in consideration for the issue of First E Loan Notes with an aggregate value of US\$ 28,131,210, upon and subject to the terms and conditions of the First E Put Option; or

- (ii) that is greater than or equal to the Third Earn-out Interim Target but less than the Third Earn-out Target:

- (A) the Sellers shall have the right to exercise the First E Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire 80% (eighty per cent) of the Consideration E Shares then held by the Sellers in consideration for the issue of First E Loan Notes with an aggregate value of US\$ 22,504,968, upon and subject to the terms and conditions of the First E Put Option, *provided that*

- (B) if following the issuance of the First E Loan Note referred to in paragraph (c)(ii)(A) above, but during the remainder of the Third Earn-out Period, the Company generates further Revenue that is equal to the difference between of the Third Earn-out Interim Target and the Third Earn-out Target, the Sellers shall have the right to exercise a further First E Put Option pursuant to which they shall be entitled to require Swvl Inc, and Swvl Inc shall be required, to acquire all of the remaining Consideration E Shares then held by the Sellers in consideration for issue of further First E Loan Notes with an aggregate value of US\$ 5,626,242, upon and subject to the terms and conditions of the First E Put Option; and

- (iii) upon completion of any exercise of the First E Put Option, the Sellers shall have the right to exercise the Second E Put Option pursuant to which they shall be entitled to require Swvl TopCo, and Swvl TopCo shall be required, to acquire all of the E Loan Notes then held by the Sellers in consideration for the issuance of such number of TopCo Consideration Shares as is calculated by dividing the aggregate value of the relevant E Loan Notes by the EC Trading Price (*provided always that* the relevant number of TopCo Consideration Shares issued shall be rounded up (if 0.5 or over) or down to the nearest whole number),

(the “**Third Earn-out Consideration**”).

For the purposes of this paragraph 2.1, any Loan Notes and/or any TopCo Consideration Shares to be issued to the Sellers shall be apportioned among the Sellers as confirmed in writing to the Purchaser by the Sellers’ Representatives upon service of relevant notice(s) pursuant to the relevant Put Option Agreements in accordance with the Seller’s respective Pro Rata Portion A.

- 2.2 Any Earn-out Consideration shall be determined in accordance with paragraph 3 and paragraph 4 of this Schedule and shall be issued to the Sellers by Swvl TopCo in accordance with paragraph 2.3 of this Schedule. A worked example of the determination of the Earn-out Consideration is set out in Annex 2 to this Schedule.
- 2.3 The Purchaser shall procure that the requisite number of Loan Notes and/or TopCo Consideration Shares (as the case may be) (as determined in accordance with this Schedule) in respect of an Earn-out Consideration are issued to the Sellers within twenty (20) Business Days after:
- (a) the Sellers agreeing (or being deemed to have agreed in accordance with paragraph 3.5 of this Schedule) the Earn-out Statement specifying the amount of the relevant Earn-out Consideration; or
 - (b) if an Objection Notice is served in accordance with paragraph 3.4 of this Schedule, the Parties:
 - (i) agreeing in writing all disputed matters concerning the Earn-out Statement and the calculation of the corresponding Earn-out Consideration; or
 - (ii) receiving notice of the Expert’s determination of the relevant Earn-out Consideration in accordance with paragraph 4 of this Schedule.
- 2.4 The Purchaser shall be entitled to withhold and set off against any Earn-out Payment otherwise due and payable to a Seller under this Schedule any amount due and payable by that Seller to the Purchaser in respect of any Claim that is Resolved arising out of or in connection with this Agreement.
3. **Earn-out Statement and Agreeing the Earn-out Consideration**
- 3.1 In respect of the First Earn-out Period, the Purchaser shall procure that the Reference Accounts are prepared and audited as soon as practicable within sixty (60) days after the last day of the First Earn-out Period.
- 3.2 In respect of the Second Earn-out Period or the Third Earn-out Period, if the Sellers believe that an Earn-out Target was achieved in the relevant Earn-out Period, the Sellers’ Representatives shall notify the Purchaser in writing (the “**Achievement Notice**”) as soon as reasonably practicable and in any event within thirty (30) days following the last day of the relevant Earn-out Period, and the Purchaser shall procure that Reference Accounts are prepared in respect of such period and audited as soon as practicable within sixty (60) days after receipt of such Achievement Notice.
- 3.3 Within ten (10) Business Days after completion of the audit of the Reference Accounts, the Purchaser shall deliver to the Sellers’ Representatives:
- (a) a copy of the relevant Reference Accounts; and

- (b) a statement prepared by the Group Auditors (the “**Earn-out Statement**”) setting out:
 - (i) its calculation of the Revenue; and
 - (ii) its calculation of the resulting Earn-out Consideration due (if any).
- 3.4 The Sellers’ Representatives shall, within twenty (20) Business Days after receipt of the Reference Accounts and the Earn-out Statement (the “**Review Period**”), deliver to the Purchaser a written notice stating whether it agrees with the Earn-out Statement and the Purchaser’s calculation of the relevant Earn-out Consideration. In the event of any disagreement, the notice (the “**Objection Notice**”) shall specify the areas disputed by the Sellers and describe, in reasonable detail, the basis for the dispute, provided that the only ground on which the Sellers may dispute any matter in the Earn-out Statement is manifest error.
- 3.5 If a Sellers’ Representative fails to deliver an Objection Notice during the Review Period its relevant Sellers shall, with effect from the expiry of the Review Period, be deemed to agree the Earn-out Statement and the amount of any Earn-out Consideration specified in it.
- 3.6 If a Sellers’ Representative serves an Objection Notice in accordance with paragraph 3.4 of this Schedule, the Purchaser and the Seller Representatives shall seek in good faith to resolve the disputed matters and agree the amount of the Revenue and the Earn-out Consideration as soon as reasonably possible. If the Purchaser and the Seller Representatives are unable to reach agreement within ten (10) Business Days after the service of the Objection Notice, then at any time following the expiry of such period either the Purchaser or the Seller Representatives (acting collectively) may, by written notice to the other (the “**Resolution Notice**”), require the disputed matters to be referred to an Expert for determination in accordance with paragraph 4 of this Schedule.
- 3.7 Each Party shall bear and pay its own costs incurred in connection with the review and agreement of the Earn-out Statement and the calculation of the Earn-out Consideration.

4. **Expert Determination**

- 4.1 If a Resolution Notice is served by either the Purchaser or the Sellers’ Representatives (acting collectively), the Purchaser and the Sellers’ Representatives shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Expert and to agree terms of appointment with the Expert as soon as reasonably possible.
- 4.2 If the Purchaser and the Sellers’ Representatives fail to agree on an Expert and their terms of appointment within 10 Business Days of either party serving details of a proposed Expert on the other, the Purchaser shall appoint a ‘Big 4’ accounting firm as the Expert and, acting reasonably and in good faith, agree the terms of appointment with the Expert.
- 4.3 Except for any procedural matters, or as otherwise expressly provided in this Schedule, the scope of the Expert’s determination shall be limited to determining the unresolved matters in the Objection Notice relating to:
 - (a) whether the Earn-out Statement has been prepared, and the corresponding calculation of the Earn-out Consideration has been made, in accordance with the requirements of this Schedule;
 - (b) whether any errors have been made in the preparation of the Earn-out Statement and the corresponding calculation of the Earn-out Consideration; and
 - (c) any consequential adjustments, corrections or modifications that are required for the Earn-out Statement to have been prepared, and the corresponding calculation of the Earn-out Consideration to have been made, in accordance with the requirements of this Schedule.

- 4.4 The Parties shall co-operate with the Expert and shall provide (and in the case of the Purchaser shall procure that each Group Company provides) such assistance and access to such documents, personnel, books and records as the Expert may reasonably require for the purpose of making its determination.
- 4.5 The parties shall be entitled to make submissions to the Expert, and each party shall, with reasonable promptness, supply the other party with all such necessary information and access to the Group's documentation, books and records as the other party may reasonably require in order to make a submission to the Expert in accordance with this paragraph 4.
- 4.6 Unless otherwise agreed by the Parties, the Expert shall be required to make its determination in writing (including the reasons for its determination) and to provide a copy to each Party as soon as reasonably practicable and in any event within thirty (30) Business Days after its appointment.
- 4.7 All matters under this paragraph 4 shall be conducted, and the Expert's decision shall be written, in the English language.
- 4.8 The Expert shall act as an expert and not as an arbitrator. Save in the event of manifest error or fraud the Expert's determination of any matters referred to the Expert in accordance with this Schedule shall be final and binding on the Parties.
- 4.9 Each Party shall act reasonably and co-operate to give effect to the provisions of this paragraph 4 and shall not do anything to hinder or prevent the Expert from reaching its determination.
- 4.10 Each Party shall bear and pay its own costs incurred in connection with the Expert's determination pursuant to this paragraph 4. The Expert's fees and any costs or expenses incurred in making its determination (including the fees and costs of any advisers appointed by the Expert) shall be borne equally between the Purchaser on the one hand and the Sellers on the other, or in such other proportions as the Expert may direct.

5. **Undertakings and Conduct of Business During the Earn-out Period**

- 5.1 Unless otherwise agreed between the Parties, the Purchaser undertakes to the Sellers that:
- (a) at all times between Completion and the expiry of all Earn-out Periods it shall procure the provision of funding of not less than US\$ 15,000,000 to the Group, by way of equity or debt injections over the course of the Earn-out Periods (the "**Funding Plan Obligation**");
 - (b) it shall procure on the date of this Agreement, the provision of funding to the Group of not less than US\$ 5,000,000 of the Funding Plan Obligation pursuant to and in accordance with the terms of the Convertible Promissory Note (Signing);
 - (c) it shall direct (and shall procure that: (i) any wholly-owned subsidiary of Swvl TopCo; and (ii) any subsidiary of Swvl TopCo that is: (x) at least seventy five per cent (75%) owned by Swvl TopCo; (y) is not wholly-owned by Swvl TopCo solely due to applicable structuring and compliance with laws considerations; and (z) is otherwise treated by Swvl TopCo as a consolidated wholly-owned subsidiary for governance purposes, in each case, directs) to the Company or a relevant Group Company all trading and business opportunities which reasonably relate to the Business in the jurisdictions in which the Company trades as at the date of this Agreement, and shall not deliberately and intentionally divert any trading or business opportunities addressed by the aforementioned in circumvention of the obligations of this sub-paragraph (c);

- (d) it shall not terminate the employment of any of the Management Warrantors other than in circumstances which would constitute the relevant Management Warrantor qualifying as a Bad Leaver. For the avoidance of doubt:
 - (i) if a Management Warrantor's employment is terminated for a matter that would constitute the relevant Management Warrantor qualifying as a Bad Leaver, such Management Warrantor shall no longer be entitled to any Consideration that has not yet been paid to them as of the time they became a Bad Leaver; or
 - (ii) a Management Warrantor who is a Good Leaver shall remain fully entitled to any Consideration that has not yet been paid to them as of the time they became a Leaver (including but not limited to pursuant to any Employee Options Roll-over Agreement to which they are a party);
 - (e) subject to applicable law and public company disclosure regulations to which it is subject, it shall provide the Sellers with quarterly management accounts in relation the Group in order to monitor the performance of the Group in connection with the Earn Out Consideration, *provided that*, such information shall only be available following market announcements of the Purchaser's group in each relevant reporting period;
 - (f) it shall not, directly or indirectly, take any action or cause or permit anything to be done which could reasonably distort the financial performance of the Company or any of the Group Companies, or with the intention of avoiding or reducing the amount of the Earn-out Consideration;
 - (g) it shall not sell, transfer or otherwise dispose of any of the shares in the capital of the Company or any of the Subsidiaries (or enter into any agreement to do so); and
 - (h) it shall procure that neither the Company nor any of the Group Companies shall sell, transfer or otherwise dispose of all or a material part of its business, assets or undertaking, or any shares in the capital of any Group Company (or enter into an agreement to do so).
- 5.2 Swvl TopCo undertakes to the Sellers that, until such time as the Third Earn-out Consideration has been settled in accordance with the applicable provisions of this Schedule, it shall not, and shall exercise all voting rights and powers of control available to it in relation to the Purchaser and otherwise to procure that the Purchaser shall not, effect any of the following matters in a manner which will have the effect of adversely affecting the rights attaching to the Consideration Shares or in any way reduce the Sellers rights relating thereto in such a manner as to deprive them of any right or benefit under the Put Option Agreements without the prior written consent of the Sellers' Representatives:
- (a) permit or cause to be proposed any alteration to its issued share capital or the rights attaching to its shares;
 - (b) create, allot, issue, buy-in or redeem any share or loan capital or grant or agree to grant any options or warrants for the issue of any share or loan capital or issue any securities convertible into shares;
 - (c) permit, effect, or cause to be proposed any amendment to the Purchaser M&As;
 - (d) permit, cause, approve, or register any transfer of any share or loan capital other than in accordance with this Agreement and/or the Put Option Agreements;
 - (e) offer or grant any superior registration rights to any future shareholder in the Purchaser or Swvl TopCo without offering the same rights to the Sellers;

- (f) the proposal or passing of a resolution to wind up the Company or any of the Group Companies;
 - (g) levy any management charges, fees or other intra-group charges or any interest payments on intra-group borrowings on the Company or any of the Group Companies by another member of the Purchaser's Group which has the effect of reducing or having a material adverse impact on the Company or any of the Group Companies of their ability to achieve the Earn-Out Targets;
 - (h) effect any intra-group transactions between the Company or any of the Group Companies and another member of the Purchaser's Group other than transaction on an arm's length basis and upon reasonable commercial terms; or
 - (i) it shall not divert or redirect any trading or business opportunities away from the Company or any of the Group Companies in breach of paragraph 5.1(c) above in such a manner that has the effect of reducing or having a material impact on the Company or any of the Group Companies or their ability to achieve the Earn-Out Targets.
- 5.3 As a separate obligation, severable from the obligations in paragraph 5.2, the Purchaser agrees that, for so long as any of the Sellers hold any Consideration Shares, it shall not effect any of the matters referred to in paragraph 5.2 without the prior written consent of the Sellers' Representatives.
- 6. Redemption of Consideration Shares**
- 6.1 On the Business Day immediately following the date on which the Earn-out Statement in relation to the First Earn-out Period is finally determined in accordance with paragraph 3 and paragraph 4 of this Schedule, if there are any Consideration C Shares in respect of which the First C Put Option has not been exercised as set out in paragraph 2.1 above:
- (a) all such Consideration C Shares held by the Sellers at such time shall be deemed to be immediately cancelled and returned to the Purchaser (at no cost to the Purchaser) and such Seller shall immediately surrender his respective Consideration C Shares to the Company in accordance with the provision of section 59(1A) of the BCA, each relevant Seller by entering into this Agreement, provides its consent in writing to the surrender of such Consideration C Shares as required under section 59(1B) of the BCA and for any other purposes; and
 - (b) (without prejudice to paragraph (a) above) the Purchaser shall have the right to redeem or otherwise acquire such Consideration C Shares from the Sellers for nil consideration in accordance with Section 59(1)(b) of the BCA and on the terms as more fully provided for in the Purchaser's M&As and following such redemption or acquisition, the Consideration C Shares shall be immediately cancelled. Each relevant Seller by entering into this Agreement, provides its consent in writing to the redemption of such Consideration C Shares as required under section 59(3) of the BCA and for any other purposes.
- 6.2 On the Business Day immediately following the date, (i) on which the Earn-out Statement in relation to the Second Earn-out Period is finally determined in accordance with paragraph 3 and paragraph 4 of this Schedule (which in any case should be the date following the last day of the Second Earn-out Period), or (ii) if no Achievement Notice in respect of the Second Earn-out Target is delivered by the Sellers' Representatives, that is thirty (30) days after the end of the Second Earn-out Period, if there are any Consideration D Shares in respect of which the First D Put Option has not been exercised as set out in paragraph 2.1 above:
- (a) all such Consideration D Shares held by the Sellers at such time shall be deemed to be immediately cancelled and returned to the Purchaser (at no cost to the Purchaser) and such Seller shall immediately surrender his respective Consideration D Shares to the

Company in accordance with the provision of section 59(1A) of the BCA, each relevant Seller by entering into this Agreement, provides its consent in writing to the surrender of such Consideration D Shares as required under section 59(1B) of the BCA and for any other purposes; and

- (b) (without prejudice to paragraph (c) above) the Purchaser shall have the right to redeem or otherwise acquire such Consideration D Shares from the Sellers for nil consideration in accordance with Section 59(1)(b) of the BCA and on the terms as more fully provided for in the Purchaser's M&As and following such redemption or acquisition, the Consideration D Shares shall be immediately cancelled. Each relevant Seller by entering into this Agreement, provides its consent in writing to the redemption of such Consideration D Shares as required under section 59(3) of the BCA and for any other purposes.

6.3 On the Business Day immediately following the date, (i) on which the Earn-out Statement in relation to the Third Earn-out Period is finally determined in accordance with paragraphs 3 and 4 of this Schedule (which in any case should be the date following the last day of the Third Earn-out Period), or (ii) if no Achievement Notice in respect of the Third Earn-out Target is delivered by the Sellers' Representatives, that is thirty (30) days after the end of the Third Earn-out Period, if there are any Consideration E Shares in respect of which the First E Put Option has not been exercised as set out in paragraph 2.1 above:

- (a) all such Consideration E Shares held by the Sellers at such time shall be deemed to be immediately cancelled and returned to the Purchaser (at no cost to the Purchaser) and such Seller shall immediately surrender his respective Consideration E Shares to the Company in accordance with the provision of section 59(1A) of the BCA, each relevant Seller by entering into this Agreement, provides its consent in writing to the surrender of such Consideration E Shares as required under section 59(1B) of the BCA and for any other purposes; and
- (b) (without prejudice to paragraph (c) above) the Purchaser shall have the right to redeem or otherwise acquire such Consideration E Shares from the Sellers for nil consideration in accordance with Section 59(1)(b) of the BCA and on the terms as more fully provided for in the Purchaser's M&As and following such redemption or acquisition, the Consideration E Shares shall be immediately cancelled. Each relevant Seller by entering into this Agreement, provides its consent in writing to the redemption of such Consideration E Shares as required under section 59(3) of the BCA and for any other purposes.

Annex 1

Revenue Recognition Policy

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Group will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

Annex 2

Worked Example of Earn-out calculations

Zeelo Ltd												
Example Revenue for Earnout												
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Total Revenue (£)	£2,016,351	£2,059,851	£2,118,351	£ 2,191,851	£ 2,265,351	£ 2,338,851	£ 2,412,351	£ 2,485,851	£ 2,964,351	£ 3,037,851	£ 3,111,351	£ 3,184,851
LTM (£)												£30,187,208
Total Revenue (\$)	\$2,701,910	\$2,760,200	\$2,838,590	\$ 2,937,080	\$ 3,035,570	\$ 3,134,060	\$ 3,232,550	\$ 3,331,040	\$ 3,972,230	\$ 4,070,720	\$ 4,169,210	\$ 4,267,700
LTM (\$)												\$40,450,858
Example: we do better than plan												
Total Revenue (£)	£2,117,168	£2,162,843	£2,224,268	£ 2,301,443	£ 2,378,618	£ 2,455,793	£ 2,532,968	£ 2,610,143	£ 3,112,568	£ 3,189,743	£ 3,266,918	£ 3,344,093
LTM (£)												£31,696,568
Total Revenue (\$)	\$2,837,005	\$2,898,210	\$2,980,519	\$ 3,083,934	\$ 3,187,348	\$ 3,290,763	\$ 3,394,177	\$ 3,497,592	\$ 4,170,841	\$ 4,274,256	\$ 4,377,670	\$ 4,481,085
LTM (\$)	\$2,837,005	\$5,735,215	\$8,715,735	\$11,799,668	\$14,987,017	\$18,277,780	\$21,671,957	\$25,169,549	\$29,340,390	\$33,614,646	\$37,992,317	\$42,473,401
\$32M Target	1	2	3	4	5	6	7	8	9	10		
\$40M Target	1	2	3	4	5	6	7	8	9	10	11	12
\$64M Target								1	2	3	4	5
\$80M Target											1	2
\$96M Target												
\$120M Target												

Zeelo Ltd												
Example Revenue for Earnout												
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Total Revenue (£)	£ 3,703,351	£ 3,896,851	£ 4,090,351	£ 4,283,851	£ 4,477,351	£ 4,745,851	£ 5,014,351	£ 5,282,851	£ 5,813,851	£ 6,082,351	£ 6,350,851	£ 6,619,351
LTM (£)	£31,874,208	£33,711,208	£35,683,208	£37,775,208	£39,987,208	£42,394,208	£44,996,208	£47,793,208	£50,642,708	£53,687,208	£56,926,708	£60,361,208
Total Revenue (\$)	\$ 4,962,490	\$ 5,221,780	\$ 5,481,070	\$ 5,740,360	\$ 5,999,650	\$ 6,359,440	\$ 6,719,230	\$ 7,079,020	\$ 7,790,560	\$ 8,150,350	\$ 8,510,140	\$ 8,869,930
LTM (\$)	\$42,711,438	\$45,173,018	\$47,815,498	\$50,618,778	\$53,582,858	\$56,808,238	\$60,294,918	\$64,042,898	\$67,861,228	\$71,940,858	\$76,281,788	\$80,884,018
Example: we do better than plan												
Total Revenue (£)	£ 4,258,853	£ 4,481,378	£ 4,703,903	£ 4,926,428	£ 5,148,953	£ 5,457,728	£ 5,766,503	£ 6,075,278	£ 6,685,928	£ 6,994,703	£ 7,303,478	£ 7,612,253
LTM (£)	£33,838,253	£36,156,788	£38,636,423	£41,261,408	£44,031,744	£47,033,679	£50,267,214	£53,732,349	£57,305,709	£61,110,669	£65,147,229	£69,415,389
Total Revenue (\$)	\$ 5,706,863	\$ 6,005,047	\$ 6,303,230	\$ 6,601,414	\$ 6,899,597	\$ 7,313,356	\$ 7,727,114	\$ 8,140,873	\$ 8,959,144	\$ 9,372,902	\$ 9,786,661	\$10,200,419
LTM (\$)	\$45,343,259	\$48,450,096	\$51,772,807	\$55,290,287	\$59,002,536	\$63,025,129	\$67,358,066	\$72,001,347	\$76,789,650	\$81,888,296	\$87,297,287	\$93,016,621
\$32M Target												
\$40M Target												
\$64M Target		6	7	8	9	10	11	12				
\$80M Target		3	4	5	6	7	8	9	10	11	12	
\$96M Target			1	2	3	4	5	6	7	8	9	10
\$120M Target							1	2	3	4	5	6

Zeelo Ltd

Example Revenue for Earnout

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Total Revenue (£)	£ 6,877,851	£ 6,943,851	£ 7,009,851	£ 7,075,851	£ 7,141,851	£ 7,207,851	£ 7,273,851	£ 7,339,851	£ 8,105,851	£ 8,171,851	£ 8,237,851	£ 8,303,851
LTM (£)	£63,535,708	£ 66,582,708	£ 69,502,208	£ 72,294,208	£ 74,958,708	£ 77,420,708	£ 79,680,208	£ 81,737,208	£ 84,029,208	£ 86,118,708	£ 88,005,708	£ 89,690,208
Total Revenue (\$)	\$ 9,216,320	\$ 9,304,760	\$ 9,393,200	\$ 9,481,640	\$ 9,570,080	\$ 9,658,520	\$ 9,746,960	\$ 9,835,400	\$ 10,861,840	\$ 10,950,280	\$ 11,038,720	\$ 11,127,160
LTM (\$)	\$85,137,848	\$ 89,220,828	\$ 93,132,958	\$ 96,874,238	\$100,444,668	\$103,743,748	\$106,771,478	\$109,527,858	\$112,599,138	\$115,399,068	\$117,927,648	\$120,184,878

Example: we do better than plan

Total Revenue (£)	£ 8,597,313	£ 8,679,813	£ 8,762,313	£ 8,844,813	£ 8,927,313	£ 9,009,813	£ 9,092,313	£ 9,174,813	£ 10,132,313	£ 10,214,813	£ 10,297,313	£ 10,379,813
LTM (£)	£73,753,849	£ 77,952,284	£ 82,010,694	£ 85,929,079	£ 89,707,439	£ 93,259,524	£ 96,585,334	£ 99,684,869	£103,131,255	£106,351,365	£109,345,200	£112,112,760
Total Revenue (\$)	\$11,520,400	\$ 11,630,950	\$ 11,741,500	\$ 11,852,050	\$ 11,962,600	\$ 12,073,150	\$ 12,183,700	\$ 12,294,250	\$ 13,577,300	\$ 13,687,850	\$ 13,798,400	\$ 13,908,950
LTM (\$)	\$98,830,158	\$104,456,061	\$109,894,330	\$115,144,966	\$120,207,969	\$124,967,763	\$129,424,348	\$133,577,725	\$138,195,881	\$142,510,829	\$146,522,568	\$150,231,098

\$32M Target												
\$40M Target												
\$64M Target												
\$80M Target												
\$96M Target	12											
\$120M Target	8	9	10	11	12							

Form of Accredited Investor Certificate

The undersigned is interested in participating in the sale and issuance of certain securities described in the Share Sale and Purchase Agreement (the "Agreement") by and between certain Investor Sellers, Management Sellers, Minority Sellers, Swvl Holdco Corp, Swvl Global FZE and Swvl Global FZE relating to the sale and issuance of certain preferred Shares, Common Shares and Loan Notes (the "Securities") and hereby certifies that:

1. **Accredited Investor.** The undersigned is an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"), and that the undersigned is (check all that apply):
 - (a) If the undersigned is an individual:
 - Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act), exceeds \$1,000,000²;
 - Any natural person who had an individual income in excess of \$200,000 in 2020 and 2021 or joint income with that person's spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) in excess of \$300,000 in each of those years and who reasonably expects to reach the same income level in 2022;
 - an individual who is a director, executive officer or general partner of Swvl Holdco Corp, Swvl Inc. or Swvl Holdings Corp (each, an "Issuer");
 - an individual holding in good standing one or more of the following certifications, designations and/or credentials: (i) Licensed General Securities Representative (Series 7); (ii) Licensed Investment Adviser Representative (Series 65); and/or (iii) Licensed Private Securities Offerings Representative (Series 82); or
 - an individual who is a knowledgeable employee (as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940) of any Issuer.
 - (b) If the undersigned is an institution:
 - A bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; an insurance company as defined in section 2(a)(13) of the Securities Act; an investment company registered

² For purposes of this item, "net worth" means the excess of total assets at fair market value, including home and personal property, over total liabilities, but excluding the value of the primary residence and any indebtedness secured by the person's primary residence at the time of the sale of the Securities. Note, however, that (i) the amount of such outstanding indebtedness at the time of sale of the Securities that exceeds the amount outstanding 60 days before such time, except as a result of the acquisition of the primary residence, will be included in liability; and (ii) any indebtedness secured by the person's primary residence that is in excess of the estimated fair market value of the primary residence will also be included in liability.

under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

- a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- an entity in which all of the equity owners are accredited investors;
- an entity, of a type not listed in this paragraph 1(b), not formed for the specific purpose of acquiring the securities offered, owning investments (as defined in Rule 2a51-1(b) under the Investment Company Act of 1940) in excess of \$5,000,000;
- A family office (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940), (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a “Family Office”); or
- A family client (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940) of a Family Office whose prospective investment in any Issuer is directed by such Family Office pursuant to the immediately preceding paragraph in this Section 1(b).

2. **No Solicitation.** The undersigned acknowledges that neither any Issuer nor any other person offered to sell the Securities to the undersigned by means of any form of general advertising, such as media advertising or seminars.
3. **No Purchaser Representative.** The undersigned has not used any person as a “Purchaser Representative” within the meaning of Regulation D under the Securities Act to represent him in determining whether he should acquire the Securities.

4. **Investment for Own Account.** The undersigned represents that the Securities to be acquired by the undersigned will be acquired for investment for the undersigned's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the undersigned has no present intention of selling, granting any participation in, or otherwise distributing the same. The undersigned further represents that it does not presently have any contract or arrangement with any person to sell, transfer or grant participations to such person or to any third person with respect to any of the Securities.
5. **Blue Sky.** The address for the undersigned provided to any Issuer by the undersigned is the undersigned's true and correct residence and jurisdiction, and the undersigned has no present intention of becoming a resident of any other state or jurisdiction; all offers or solicitations of interest about any Issuer were made to the undersigned at that address or elsewhere within that state; no offers or solicitations were made to the undersigned in any state other than that state; and the undersigned executed the Agreement and this certificate within that state.

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Certificate as of the day of , 2022.

Name:

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated April 15, 2022, with respect to the consolidated financial statements of Swvl Inc. and its subsidiaries contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ Grant Thornton Audit and Accounting Limited (Dubai Branch)

Dubai, United Arab Emirates

May 26, 2022

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement on Amendment No. 1 to Form F-1 of our report dated March 30, 2022, relating to the financial statements of Queen's Gambit Growth Capital, which is contained in that Registration Statement. We also consent to the reference to our Firm under the caption "Experts" in the Prospectus.

/s/ WithumSmith+Brown, PC

New York, New York
May 27, 2022