

## BUSINESS COMBINATION AGREEMENT AND ANCILLARY DOCUMENTS

### 1. General Description of the Business Combination Agreement

On August 30, 2021, 468 SPAC, Boxine, Beteiligungs GmbH, Boxine's sole shareholder, Höllenhunde, at the time one of Beteiligungs GmbH's shareholders, and Holding GmbH, at the time the other shareholder of Beteiligungs GmbH (Holding GmbH together with Höllenhunde, the "**Beteiligungs GmbH Shareholders**") entered into the Business Combination Agreement and ancillary agreements, which provide for, among other things, the contribution of all shares in Holding GmbH into 468 SPAC by the shareholders of Holding GmbH ("**Holding GmbH Shareholders**" and together with Höllenhunde, the "**Boxine Investors**") and the contribution of all shares in Beteiligungs GmbH into 468 SPAC held by Höllenhunde in each case in exchange for New Public Shares in 468 SPAC and a potential cash consideration.

### 2. Consideration to Boxine Investors in the Business Combination

Subject to the terms and conditions of the Business Combination Agreement, the consideration to be received by the Boxine Investors in connection with the Business Combination will be an aggregate number of 468 SPAC shares equal to (i) €725,000,000 minus the Aggregate Vested Boxine VSP Amount (as defined below) divided by (ii) €10.00 (the "**Total Consideration**").

The Business Combination Agreement defines the "**Aggregate Vested Boxine VSP Amount**" as an amount equal to the Boxine VSP Closing Payout Amount and in no case less than the sum of all claims of the Boxine VSP Beneficiaries under the Boxine VSP, as amended by the Boxine VSP Amendment Agreement, that will be vested under the Boxine VSP, as amended by the Boxine VSP Amendment Agreement, at the closing commencement date of the Business Combination, the date of the approval of this Prospectus (the "**Closing Commencement Date**").

The Total Consideration for the Boxine Investors will consist of (i) an aggregate cash amount of up to €210,000,000 plus the Höllenhunde Escrow Amount (as defined below) in the amount of €5,000,000 (the "**Maximum Cash Consideration**") which is subject to a reduction in case of redemptions from the shareholders of 468 SPAC in connection with the Business Combination and (ii) an aggregate number of newly issued Public Shares determined by dividing the difference between the Total Consideration and the Actual Cash Consideration (as defined below) by €10.00 (the "**Consideration Shares**") (*i.e.*, the sum of the Actual Cash Consideration referred to in item (i) and the aggregate value of the Consideration Shares (assuming a value per Public Share of €10.00) referred to in item (ii) together shall always be equal to the Total Consideration), provided that no fractional shares shall be issued and fractions shall be rounded down to the next whole number of newly issued Public Shares.

The Maximum Cash Consideration shall be reduced in case it is required to redeem Public Shares of the Public Shareholders as a result of Public Shareholders exercising their redemption right in connection with the Business Combination (the resulting € cash amount (which might be €0.00 but not lower) being the "**Actual Cash Consideration**"), provided that the Höllenhunde Escrow Amount (as defined below) forming part of the Actual Cash Consideration shall not be reduced on a pro rata basis in case the Actual Cash Consideration is lower than the Maximum Cash Consideration.

### 3. Representation and Warranties

Under the Business Combination Agreement, Boxine makes customary representations and warranties to 468 SPAC relating to, among other things: organization and qualification; capitalization; authorization; financial statements; absence of undisclosed liabilities; consents and requisite governmental approvals; permits; material contracts; absence of certain changes; operation of business during COVID-19; litigation; compliance with applicable laws; equity incentive plans; intellectual property; labor matters; insurance; tax matters; broker fees; real and personal property; transactions with affiliates; data privacy and security; environmental matters; solvency; ownership of assets; subsidies; customers; information supplied for the Prospectus, estimated transaction expenses and product liability.

Beteiligungs GmbH makes customary representations and warranties to 468 SPAC and Boxine relating to, among other things: ownership of Boxine shares; rights to Boxine shares; Beteiligungs GmbH's business; organization and qualification; authorization; consent and requisite government approvals; proceedings; investment representations; broker fees; financial statements; absence of undisclosed liabilities and transaction with affiliates.

Höllenhunde makes customary representations and warranties to 468 SPAC and Boxine relating to, among other things: ownership of Beteiligungs GmbH's shares; rights to Beteiligungs GmbH's shares; organization and qualification; authorization; consent and requisite government approvals; proceedings; investment representations and broker fees.

Holding GmbH makes customary representations and warranties to 468 SPAC and the other parties relating to, among other things: ownership of Beteiligungs GmbH's shares; rights to Beteiligungs GmbH's shares; organization and qualification; authorization; consent and requisite government approvals; proceedings; investment representations; broker fees; financial statements; no undisclosed liabilities and transaction with affiliates.

468 SPAC makes customary representations and warranties to Boxine relating to, among other things: organization and qualification; authorization; consents and requisite government approvals; brokers fees; information supplied for this Prospectus; issuance of shares; capitalization; escrow account; transaction with affiliates; litigation; compliance with applicable law; internal controls; listing; financial statements; prior business operation; no undisclosed liabilities; tax matters; investigation PIPE Financing and estimated transaction expenses.

#### **4. Lock-Up Undertakings**

##### **4.1 Höllenhunde Lock-up**

Höllenhunde covenants and agrees with each of the other parties of the Business Combination Agreement that it will not, and will not agree to transfer, assign, pledge or sell any of its Consideration Shares during the period commencing on the date of the Business Combination Agreement and ending three hundred and sixty (360) days after Closing (as defined below) (the "**Höllenhunde Lock-Up**").

##### **4.2 Höllenhunde Shareholders Lock-up**

Pursuant to the Höllenhunde Shareholders Support Agreement (as defined below) each of the Höllenhunde Shareholders covenants and agrees that they will not, and will not agree to transfer, assign, pledge or sell any of their shares held in Höllenhunde during the period commencing on the date of this Agreement and ending three hundred and sixty (360) days after Closing (as defined below) (the "**Höllenhunde Shareholders' Lock-Up**").

##### **4.3 Holding GmbH Shareholders' Lock-Up**

Pursuant to the Holding GmbH Shareholder Support Agreement (as defined below) each of the Holding GmbH Shareholders covenants and agrees that they will not, and will not agree to transfer, assign, pledge or sell any of their Consideration Shares during the period commencing on the date of this Agreement and ending three hundred and sixty (360) days after Closing (as defined below) (the "**Holding GmbH Shareholders' Lock-Up**").

In addition to the exemptions set forth in the Holding GmbH Shareholder Support Agreement, (i) the Holding GmbH Shareholders' Lock-Up will not restrict Holding GmbH Shareholders from, either directly or indirectly, selling, transferring or otherwise disposing of any Consideration Shares to a third party if the third-party acquirer agrees to be bound by the Holding GmbH Shareholders' Lock-Up for the remaining term and (ii) the Holding GmbH Shareholders' Lock-Up will cease to apply for a specified number of Consideration Shares if certain minimum cash consideration thresholds are not met and in case and as soon the closing price of the Public Shares equals or exceeds €12.00 at any point in time following 180 days after the closing of the Business Combination (the "**Closing**").

##### **4.4 468 SPAC Sponsors Lock-Up**

In addition to the lock-up periods and terms for Sponsor Shares and Sponsor Warrants under the Sponsor Agreement, 468 SPAC Sponsors entered into the Voting and Non-Redemption Agreement pursuant to which the 468 SPAC Sponsors covenant and agree that the Sponsor Shares will be subject to a three hundred sixty (360) day lock-up post-Closing (the "**468 SPAC Sponsors Lock-Up**"), provided that (i) if and when the closing price for the Public Shares equals or exceeds €12.00 for any 20 trading days within a 30 trading days period at any point in time after the Closing, 5% of the initial shareholding of the 468 SPAC Sponsors will be released from the 468 SPAC Sponsors Lock-Up and (ii) if and when the Boxine Investors have received the amount of €210,000,000 as cash consideration and, if necessary, a sale of Consideration Shares in accordance with the exception from the Holding GmbH Shareholders' Lock-Up, an additional 20% of the initial shareholding of the 468 SPAC Sponsors

(including Public Shares issued upon exercise of the Sponsor Warrants) will be released from the 468 SPAC Sponsors Lock-Up. After three hundred sixty (360) days after Closing, 25% of the initial shareholding of 468 SPAC Sponsors (including Public Shares issued upon exercise of the Sponsor Warrants) will be released from the 468 SPAC Sponsors Lock-Up each quarter.

#### **4.5 General Exceptions**

Furthermore, the lock-up undertakings contain certain general exceptions.

The Höllenhunde Lock-Up, the Höllenhunde Shareholders' Lock-Up, the Holding GmbH Shareholders' Lock-Up and the 468 SPAC Sponsors Lock-Up, respectively, will not restrict Höllenhunde, the Höllenhunde Shareholders, the Holding GmbH Shareholders and the 468 SPAC Sponsors, respectively, from, either directly or indirectly, selling, transferring or otherwise disposing of any Consideration Shares, (i) by means of an over-the-counter transaction at any time to affiliates, provided that such affiliates have agreed in advance to be bound by the foregoing restrictions for the remaining lock-up period, (ii) disposal in accordance with a court order or as required by law or regulation, (iii) pursuant to a general offer made to all holders of Public Shares made in accordance with takeover regulations on terms which treat all such holders alike, (iv) for the purposes of pledging, charging or otherwise granting any security interest over any Consideration Shares or assigning any rights in relation to any Consideration Shares (a "**Security Interest**") to or for the benefit of any finance provider(s), including any margin loan lender(s) (and if applicable, its or their permitted assignees and transferees) or any security agent or trustee on its or their behalf, in connection with a financing arrangement, including a margin loan, (v) only applicable to the Transaction Shareholders' Lock-Up and the 468 SPAC Sponsors Lock-Up (and not to the Höllenhunde Shareholder Lock-Up), for the purposes of selling, transferring and/or appropriating Consideration Shares pursuant to and following any enforcement of the Security Interest, or (vi) for the purposes of selling, transferring or granting a Security Interest over (or enforcing such Security Interest by way of transfer, sale and/or appropriation) any Consideration Shares that have previously been transferred, sold and/or appropriated to or by any person in accordance with (v) above, provided that in the case of (iv) through (vi), in relation to such Consideration Shares each transferee or purchaser has agreed in advance to be bound by the foregoing restrictions for the remaining lock-up period.

#### **5. Material Adverse Effect**

Under the Business Combination Agreement, certain representations and warranties of Boxine and 468 SPAC, are qualified in whole or in part by materiality thresholds. In addition, certain representations and warranties of Boxine, Beteiligungs GmbH, Höllenhunde, Holding GmbH and 468 SPAC are qualified in whole or in part by a material adverse effect standard for purposes of determining whether a breach of such representations and warranties has occurred. Pursuant to the Business Combination Agreement, material adverse effect means a failure of the respective warranties to be true and correct in all respects as of the Closing Commencement Date, as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the respective warranties (i) has had or can be reasonably expected to have, individually or in the aggregate, a material adverse effect on the respective warrantor and/or (ii) does or can reasonably be expected to, individually or in the aggregate, prevent or delay the ability of the respective warrantor to consummate the Business Combination as contemplated by the Business Combination Agreement and the ancillary documents.

#### **6. Conditions to Closing of the Business Combination**

##### **6.1 Conditions to Each Party's Obligations**

The obligations of the parties to the Business Combination Agreement to consummate the transactions contemplated by the Business Combination Agreement are subject to the satisfaction or, if permitted by applicable law, waiver by all of the parties of the following conditions (except for the consummation of the convertible loan conversion which shall only be subject to the condition receipt of the 468 SPAC's shareholder approval):

- delivery of the financial statements to be provided;
- receipt of the 468 SPAC's shareholder approval;
- receipt of the auditor report concerning the contribution in-kind;

- completion of any required stock exchange and regulatory review, including by the CSSF and the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*); and
- no order has been issued or any other action taken permanently enjoining, restraining or otherwise prohibiting the Acquisition by competent authorities.

## **6.2 Conditions to Boxines, Beteiligungs GmbH, Höllenhunde, Holding GmbH and the Holding GmbH Shareholders Obligations**

The obligations of each of Boxine, Beteiligungs GmbH, Höllenhunde, Holding GmbH and the Holding GmbH Shareholders to consummate the Transactions contemplated by the Business Combination Agreement are subject to the satisfaction or, if permitted by applicable law, waiver by Boxine, of the following further conditions:

- (i) 468 SPAC fundamental representations (*i.e.*, the representations and warranties with regard to organization and qualification, authorization, broker fees and capitalization) are true and correct in all material respects as of the date of the Business Combination Agreement and as of the Closing Commencement Date, as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is made of an earlier date, in which case such representation and warranty has to be true and correct in all material respects as of such earlier date), and (ii) the representations and warranties of 468 SPAC contained in the Business Combination Agreement are true and correct (without giving effect to any limitation as to materiality or 468 SPAC material adverse effect or any similar limitation set forth in the Business Combination Agreement) in all respects as the Closing Commencement Date, as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is made of an earlier date, in which case such representation and warranty has to be true and correct in all material respects as of such earlier date), except where the failure of such representations and warranties to be true and correct, taken as a whole, does not cause a 468 SPAC material adverse effect;
- 468 SPAC has performed and complied in all material respects with the covenants and agreements required to be performed or complied with by it under the Business Combination Agreement at or prior to the Closing;
- no 468 SPAC material adverse effect has occurred; and
- there being at least an amount in cash available in 468 SPAC (including PIPE proceeds) of €190 million, after exercise of redemption rights by the 468 SPAC shareholders; it being understood between 468 SPAC and the other parties that Boxine will make use of its right to waive this condition if, following good faith considerations, consultation with the Holding GmbH Shareholders and exercising reasonable judgment, Boxine remains of the opinion that the Business Combination is fair to, and in the best interest of, the Company.

## **6.3 Conditions to 468 SPAC's Obligations**

The obligations of 468 SPAC to consummate the transactions contemplated by the Business Combination Agreement are subject to the satisfaction or, if permitted by applicable law, waiver by 468 SPAC of the following further conditions:

- (i) the Boxine fundamental representations, the Beteiligungs GmbH fundamental representations, the Höllenhunde fundamental representations, the Holding GmbH fundamental representations and the Holding GmbH Shareholders fundamental representations shall be true and correct (without giving effect to any limitation as to materiality or Boxine material adverse effect, Beteiligungs GmbH material adverse effect, Höllenhunde material adverse effect, Holding GmbH material adverse effect, Holding GmbH Shareholders material adverse effect or any similar limitation set forth in the relevant representation and warranty contained herein or in the Holding GmbH Shareholder Support Agreement (as defined below), as the case may be) in all material respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any other specific date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date), and (ii) the Boxine warranties, the Beteiligungs GmbH warranties, the Höllenhunde warranties and the Holding GmbH warranties and the Holding GmbH Shareholders' warranties, other than the Boxine fundamental representations, the Beteiligungs GmbH fundamental representations, the Höllenhunde fundamental representations, the Holding GmbH fundamental representations and the Holding GmbH Shareholders fundamental representations shall be true and correct in all respects as of the Closing Commencement Date as if made

anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date), except, where the failure of such representations and warranties to be true and correct, taken as a whole, does not constitute a Boxine material adverse effect, a Beteiligungs GmbH material adverse effect, a Höllenhunde material adverse effect, a Holding GmbH material adverse effect or an Holding GmbH Shareholders material adverse effect, as applicable;

- Boxine, Beteiligungs GmbH, Höllenhunde, Holding GmbH and the Holding GmbH Shareholders have performed and complied in all material respects with the covenants and agreements required to be performed or complied with by Boxine, Beteiligungs GmbH, Höllenhunde, Holding GmbH and the Holding GmbH Shareholders at or prior to the Closing as set forth in the Business Combination Agreement or in the Holding GmbH Shareholder Support Agreement, as the case may be;
- no Boxine material adverse effect has occurred;
- no Beteiligungs GmbH material adverse effect has occurred;
- no Höllenhunde material adverse effect has occurred;
- no Holding GmbH material adverse effect has occurred; and
- no Holding GmbH Shareholders material adverse effect has occurred.

#### **6.4 Frustration of Closing Conditions**

Neither 468 SPAC nor Boxine may rely on the failure of any condition to be satisfied if such failure was caused by such party's failure to act in good faith or to take such actions as may be necessary to cause the conditions of the other party to be satisfied.

### **7. Covenants of the Parties**

#### **7.1 Covenants Relating to all Parties**

The parties to the Business Combination Agreement make certain covenants under the Business Combination Agreement, including, among others, the following:

##### **7.1.1 Efforts to Consummate**

To use commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary or advisable to consummate and make effective as promptly as practicable the transactions contemplated by the Business Combination Agreement.

To keep each other apprised of the status of matters relating to any consent of any governmental entity contemplated by the Business Combination Agreement or any ancillary document.

##### **7.1.2 Public Announcements**

None of the parties or any of their respective representatives shall issue any press releases or make any public announcements with respect to the Business Combination Agreement or the Acquisition contemplated hereby without the prior written consent of the other parties.

##### **7.1.3 Preparation of Business Combination Prospectus**

As promptly as reasonably practicable following the execution of the Business Combination Agreement, 468 SPAC and Boxine will prepare and mutually agree upon, and 468 SPAC will file with the CSSF, this Prospectus.

Each of the parties to the Business Combination Agreement will use commercially reasonable best efforts to ensure that none of the information related to such party or any of such party's representatives, supplied by or on such party's behalf for inclusion or incorporation by reference in the Prospectus will, at the time this Prospectus is filed with the CSSF, at each time at which it is amended, or at the time it is approved, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

#### 7.1.4 PIPE Investment; PIPE Documents; Cooperation

Each of Boxine and 468 SPAC shall take, or cause to be taken, all reasonable actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by the Subscription Agreements (as defined below), including maintaining in effect such Subscription Agreements (as defined below) and shall use its commercially reasonable efforts to: (i) satisfy in all material respects on a timely basis all conditions and covenants applicable to such party in such Subscription Agreements (as defined below) and otherwise comply with its obligations thereunder and (ii) in the event that all conditions in such Subscription Agreements (as defined below) (other than conditions that such party or any of its affiliates waive the satisfaction of and other than those conditions that by their nature are to be satisfied at the Closing) have been satisfied, consummate transactions contemplated by such Subscription Agreements (as defined below) at or prior to Closing.

#### 7.1.5 Post-Closing Cooperation; Further Assurances

Following the Closing, each party shall, on the request of any other party, execute such further documents, and perform such further acts, as may be reasonably necessary or appropriate to give full effect to the allocation of rights, benefits, obligations and liabilities contemplated by the Business Combination Agreement and the transactions contemplated thereby.

### **7.2 Covenants Relating to Boxine**

Boxine makes certain additional covenants under the Business Combination Agreement, including, among others, the following:

#### 7.2.1 Conduct of Business of Boxine

Subject to certain exceptions, prior to Closing, Boxine will, and will cause its subsidiaries to, except as expressly contemplated by the Business Combination Agreement or any ancillary document, as required by applicable law or as consented to by 468 SPAC, use commercially reasonable best efforts to (i) operate the business of Boxine and the group companies in the ordinary course of business consistent with past practice (including recent past practice in light of COVID-19) in all material respects and (ii) maintain and preserve intact the business organization, assets and properties of Boxine and its subsidiaries, taken as a whole.

Subject to certain exceptions, prior to Closing, Boxine will, and will cause its subsidiaries to, except as expressly contemplated by the Business Combination Agreement or any ancillary document, as required by applicable law or as consented to by 468 SPAC, not do any of the following:

- adopt any amendments, supplements, restatements or modifications to any governing documents of Boxine;
- declare, set aside, make or pay a dividend on, or make any other distribution or payment in respect of equity securities of Boxine and the group companies or repurchase or redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any outstanding equity securities of Boxine or any group company, other than dividends or distributions, declared, set aside or paid by any of the Boxine's subsidiaries or any subsidiary that is wholly owned by Boxine;
- merge, consolidate, combine or amalgamate Boxine or any Boxine subsidiary with any person or purchase or otherwise acquire any corporation, partnership, association or other business entity or organization or division thereof;
- adjust, split, combine, subdivide, recapitalize, reclassify or otherwise amend any terms of any shares or series of equity securities of Boxine or any Boxine subsidiaries;
- sell, assign, abandon, lease, license or otherwise dispose of any material assets or properties of Boxine or any Boxine subsidiaries or, subject or incur any lien over any material assets or properties of Boxine or any Boxine subsidiaries;
- cancel or compromise any claim or indebtedness or settle any pending or threatened action;
- transfer, issue, sell, grant or otherwise directly or indirectly dispose of, or subject to a lien, any (i) equity securities of Boxine or any Boxine subsidiary or (ii) any options, warrants, rights of conversion or other

rights, agreements, arrangements or commitments obligating Boxine or any Boxine subsidiary to issue, deliver or sell any equity securities;

- enter into any new line of business;
- enter into, modify in any material respect or terminate any material contract other than in the ordinary course of business consistent with past practice;
- acquire any ownership interest in any real property other than in the ordinary course of business;
- make any loans, advances or capital contributions to, or guarantees for the benefit of, or any investments in any persons;
- except as required for the consummation of the Business Combination Agreement (i) amend, modify, adopt, enter into or terminate any material equity incentive plan of Boxine or any Boxine subsidiary or any material benefit or compensation plan, policy, program or contract, (ii) increase the compensation or benefits payable to any current or former director, manager, officer, employee, individual independent contractor or other service providers of Boxine or any Boxine subsidiary subject to a certain threshold or (iii) waive or release any noncompetition, non-solicitation, no-hire, non-disclosure or other restrictive covenant obligation of any current or former director, manager, officer, employee, individual independent contractor or other service providers of Boxine or any Boxine subsidiary, or (iv) initiate any proceeding with respect to any current or former director, manager, officer, employee, individual independent contractor or other service provider of Boxine or any Boxine subsidiary;
- make, change or revoke any election concerning taxes, enter into any tax closing agreement, settle any Tax claim or assessment, or consent to any extension or waiver of the limitation period applicable to or relating to any tax claim or assessment, other than any such extension or waiver that is obtained in the ordinary course of business;
- enter into any settlement, conciliation or similar contract, the performance of which would involve the payment by Boxine or any Boxine subsidiary in excess of €1,000,000, in the aggregate;
- authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, reorganization or similar transaction involving Boxine or any Boxine subsidiary;
- change any methods of accounting in any material respect, other than changes that are made in accordance with changes of the applicable accounting standards;
- enter into any contract with any broker, finder, investment banker in connection with the Business Combination under which such person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the Business Combination;
- except in the ordinary course of business consistent with past practice, (i) grant to or acquire from, or agree to grant to or acquire any intellectual property rights that is material to Boxine or any Boxine subsidiary, (ii) dispose of, abandon or permit to lapse any rights to any company registered intellectual property or (iii) disclose any material trade secret of Boxine to any person who has not entered into a written confidentiality agreement and is not otherwise subject to confidentiality obligations;
- voluntarily fail to maintain, cancel or materially change coverage under any insurance policy maintained with respect to Boxine or any Boxine subsidiary and their assets and properties;
- settle, compromise, withdraw, or commence any claim, litigation or other proceedings with a value in excess of €1,500,000.

### 7.2.2 Exclusive Dealing

Boxine will not, and will cause its representatives not to, directly or indirectly (i) solicit, initiate, encourage (including by means of furnishing or disclosing information), facilitate, discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) to (a) acquire, in one transaction or a series of transactions, all or a substantial portion of any of the assets of Boxine or any Boxine subsidiary, the equity securities of Boxine or any Boxine subsidiary or the businesses of Boxine or any Boxine subsidiary (whether by merger, consolidation, recapitalization, purchase or issuance of equity securities, purchase of assets, tender offer or otherwise), or (b) make an equity or similar investment in any Boxine subsidiary or their respective affiliates (item (a) or (b), a “**Boxine Acquisition Proposal**”); (ii) furnish or disclose any non-public information to any person in connection with, or that could reasonably be expected to lead to, a Boxine Acquisition Proposal; (iii) enter into any contract

regarding a Boxine Acquisition Proposal; (iv) prepare or take any steps in connection with a public offering of any equity securities of any group company (or any successor to or parent company of any group company); or (v) otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any effort or attempt by any person to do or seek to do any of the foregoing or seek to circumvent this provision.

### **7.3 Covenants Relating to 468 SPAC**

468 SPAC makes certain additional covenants under the Business Combination Agreement, including, among others, the following:

#### **7.3.1 468 SPAC Shareholder Approval**

468 SPAC had, as promptly as practicable following the execution of the Business Combination Agreement and with the aim of a closing in November 2021, at a time at which information in relation to Boxine that must be disclosed in connection with convening notice has been made available by Boxine, duly convened, and had given notice of, an extraordinary general meeting (the “**468 SPAC Shareholder Approval Meeting**”) for the purpose of obtaining the 468 SPAC shareholders’ approval and, if applicable, any approvals related thereto. 468 SPAC has (i) recommend to its shareholders (A) the approval of the Business Combination on the terms set forth in the Business Combination Agreement and the transactions contemplated hereby; and (B) the adoption and approval of any other proposals reasonably agreed by 468 SPAC and Boxine as necessary or appropriate in connection with the consummation of the transactions contemplated by the Business Combination Agreement and the ancillary documents and (ii) use commercially reasonable best efforts to take all actions necessary (in its discretion or at the request of Boxine) to obtain the 468 SPAC shareholders’ approval at the 468 SPAC Shareholder Approval Meeting.

#### **7.3.2 Conduct of Business of 468 SPAC**

Subject to certain exceptions, prior to closing, 468 SPAC will, and will cause its subsidiaries to, except as expressly contemplated by the Business Combination Agreement or any ancillary document, as required by applicable law or as consented to by Boxine, use commercially reasonable best efforts to (i) operate the business of 468 SPAC and the group companies in the ordinary course of business consistent with past practice (including recent past practice in light of COVID-19) in all material respects and (ii) maintain and preserve intact the business organization, assets and properties of 468 SPAC and its subsidiaries, taken as a whole.

468 SPAC will not except as expressly contemplated by the Business Combination Agreement or any ancillary document, as required by applicable law or as consented to by the Company, do any of the following:

- adopt any amendments, supplements, restatements or modifications to the Escrow Agreement, the terms and conditions of 468 SPAC’s warrants or the governing documents of 468 SPAC;
- establish or acquire any affiliates or subsidiaries;
- declare, set aside, make or pay a dividend on, or make any other distribution or payment in respect of, any equity securities of 468 SPAC or any of its subsidiaries, or repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any outstanding equity securities of 468 SPAC or any of its affiliates
- merge, consolidate, combine or amalgamate 468 SPAC with any person or purchase or otherwise acquire any corporation, partnership, association or other business entity or organization or division thereof;
- split, combine or reclassify any of its capital stock or other equity securities or issue any other security in respect of, in lieu of or in substitution for shares of its capital stock;
- incur, create or assume any indebtedness, except for indebtedness for transaction expenses and except for indebtedness for borrowed money in an amount not to exceed €1,500,000 in the aggregate that is incurred to fund actual obligations due and payable prior to the Closing;
- make any loans or advances to, or capital contributions in, any other person, other than to, or in, 468 SPAC or any of its subsidiaries;
- issue any equity securities of 468 SPAC or any of its subsidiaries or grant any additional options, warrants or stock appreciation rights with respect to equity securities of the forgoing of 468 SPAC or any of its wholly owned subsidiaries;

- (i) put in place, amend, modify, adopt, enter into or terminate any material equity incentive plan or any material benefit or compensation plan, policy, program or contract that would be an equity incentive plan if in effect as of the signing date of the Business Combination Agreement or the terms of service, employment or engagement of any director, manager, officer, employee, individual independent contractor or other service providers of the 468 SPAC who has an annual aggregate compensation (including bonus payments and awards) in excess of €500,000.00, (ii) increase the compensation or benefits payable to any current or former director, manager, officer, employee, individual independent contractor or other service providers of 468 SPAC by more than 10% (measured based on the compensation or benefits as of the signing date of the Business Combination Agreement) who has an annual aggregate compensation (including bonus payments and awards) in excess of €500,000.00, or (iii) waive or release any non-competition, non-solicitation, no-hire, non-disclosure or other restrictive covenant obligation of any current or former director, manager, officer, employee, individual independent contractor or other service providers of 468 SPAC, or (iv) initiate any Proceeding with respect to any current or former director, manager, officer, employee, individual independent contractor or other service provider of the 468 SPAC;
- enter into, renew, modify or revise any related party transaction;
- engage in any activities or business, or incur any material liabilities;
- authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution;
- make, change or revoke any election concerning taxes, enter into any tax closing agreement, settle any tax claim or assessment, or consent to any extension or waiver of the limitation period applicable to or relating to any tax claim or assessment;
- change any of 468 SPAC's methods of accounting in any material respect, other than changes that are made in accordance with changes of the applicable accounting standards;
- enter into any contract with any broker, finder, investment banker in connection with the Business Combination under which such person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the Business Combination.

### 7.3.3 468 SPAC Equity Plans

New equity participation plans shall be proposed to, and adopted by, the relevant corporate bodies of 468 SPAC in any event the latest upon (i) the Closing with regard to the Höllenhunde Shareholders and (ii) the holding of 468 SPAC's annual general meeting to be held in 2022 with regard to new employees and such employees that are not or not sufficiently covered by the Boxine VSP.

### 7.3.4 Public Filings; Frankfurt Stock Exchange Listing

468 SPAC will:

- keep current and timely file all reports required to be filed or furnished with the CSSF and otherwise comply in all material respects with its reporting obligations under applicable laws;
- use commercially reasonable best efforts to ensure that (i) 468 SPAC remains listed as a public company and (ii) the 468 SPAC Shares and the 468 SPAC Warrants remain listed on the Frankfurt Stock Exchange; and
- take all actions necessary or advisable to effect the admission and the introduction to trading on the Frankfurt Stock Exchange of shares issued in connection with the Business Combination to the HTG Investors, the holders of virtual options and the PIPE Investors, in each case as promptly as practicable following the Business Combination.

### 7.3.5 Escrow Account

Upon satisfaction or, to the extent permitted by applicable law, waiver of the closing conditions to the Business Combination Agreement and provision of notice thereof to the escrow agent,

- on or prior to the Closing Commencement Date, 468 SPAC shall (a) cause the documents, opinions and notices required to be delivered to Joh. Berenberg, Gossler & Co. KG pursuant to the escrow agreement

to be so delivered and (b) make all appropriate arrangements to cause Joh. Berenberg, Gossler & Co. KG to (x) pay the amounts due to the managers of 468 SPAC's initial public offering for their deferred listing commissions and (y) immediately thereafter, release all remaining amounts that shall be freely available to 468 SPAC in accordance with the escrow agreement, and

- thereafter, the Escrow Account shall terminate, except as otherwise provided therein.

### 7.3.6 Indemnification; Directors' and Officers' Insurance

If the Closing occurs, 468 SPAC shall cause all rights to indemnification and advancement of expenses and all limitations on liability existing in favor of any employee, officer or director of 468 SPAC prior to the Closing, and 468 SPAC and Boxine after the Closing, to survive the consummation of the Business Combination and continue in full force and effect and be honored by 468 SPAC after the Closing.

After the Closing, 468 SPAC shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of (i) any certificate of incorporation, by-laws or similar organizational documents of 468 SPAC as in effect immediately prior to the Closing and (ii) any indemnification agreements of 468 SPAC or Boxine with any of their respective directors, officers or employees as in effect immediately prior to the Closing, and in each case shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the Closing were current or former directors, officers or employees of any of such companies.

### 7.3.7 Exclusive Dealing

468 SPAC will not, and will cause its representatives not to, directly or indirectly (i) solicit, initiate, encourage (including by means of furnishing or disclosing information), facilitate, discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) to (a) acquire, in one transaction or a series of transactions, all or a material portion of any of the assets of 468 SPAC, the equity securities of 468 SPAC or the businesses of 468 SPAC (whether by merger, consolidation, recapitalization, purchase or issuance of equity securities, purchase of assets, tender offer or otherwise) or (b) make an equity or similar investment in 468 SPAC or their affiliates (item (a) or (b), a "**468 SPAC Acquisition Proposal**"); (ii) furnish or disclose any non-public information to any person in connection with, or that could reasonably be expected to lead to, a 468 SPAC Acquisition Proposal; (iii) enter into any contract regarding an 468 SPAC Acquisition Proposal; or (iv) otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any effort or attempt by any person to do or seek to do any of the foregoing or seek to circumvent this provision.

## 7.4 **Covenants relating to Beteiligungs GmbH**

Beteiligungs GmbH makes certain additional covenants under the Business Combination Agreement, including, among others, the following:

### 7.4.1 Corporate Actions

Beteiligungs GmbH unconditionally and irrevocably agrees that it shall at any meeting of the shareholders of Boxine, and in any action by written consent of the shareholders of Boxine or otherwise undertaken in connection with or as contemplated by the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby, and in accordance with the terms and subject to the conditions of the Boxine's governing documents, Beteiligungs GmbH shall, if a meeting is held, use its best efforts to appear at the meeting, in person, remotely, or by proxy, or otherwise cause its Boxine shares (to the extent such Boxine shares are entitled to vote on or provide consent with respect to such matter) to be counted as present thereat for purposes of establishing a quorum, and Beteiligungs GmbH shall vote or provide consent (or cause to be voted or consented), in person, remotely or by proxy, regardless of Beteiligungs GmbH's attendance at such meeting, all of the Boxine shares (to the extent the Boxine Shares are entitled to vote on or provide consent with respect to such matter):

- to approve and adopt, and instruct the management of Boxine to grant written consent to, the Business Combination Agreement, the ancillary documents and the transactions contemplated hereby and thereby;
- in any other circumstances upon which a consent, waiver or other approval may be required under Boxine's governing documents or under any agreements between Boxine and its shareholders to implement the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby, to vote, consent, waive or approve all of such Beteiligungs GmbH's Boxine shares held at such time in favor thereof;

- against any merger agreement, merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Boxine; and
- against any proposal, action or agreement that, to the knowledge of Beteiligungs GmbH, would (i) impede, frustrate, prevent or nullify any provision of the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby or (ii) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Boxine under the Business Combination Agreement or the ancillary documents.

#### 7.4.2 No Inconsistent Agreements

Beteiligungs GmbH covenants and agrees that Beteiligungs GmbH will not (i) enter into any voting agreement or voting trust with respect to any of its Boxine shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, (ii) grant a proxy or power of attorney with respect to any of its Boxine shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would restrict, limit or interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to the Business Combination Agreement.

#### 7.4.3 No Solicitation

Beteiligungs GmbH agrees not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any person relating to any proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Boxine Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement, merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Boxine Acquisition Proposal or (v) resolve or agree to do any of the foregoing. Beteiligungs GmbH also agrees that immediately following the execution of the Business Combination Agreement Beteiligungs GmbH will, and will use commercially reasonable efforts to cause its representatives to, cease any solicitations, discussions or negotiations with any person (other than the parties and their respective representatives) conducted heretofore in connection with an Boxine Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, an Boxine Acquisition Proposal.

#### 7.4.4 No Transfer

Each Beteiligungs GmbH agrees not to, directly or indirectly, (i) sell, offer to sell, or agree to sell, transfer, hypothecate, pledge, encumber, assign, hedge, swap, convert, grant any option to purchase or otherwise dispose of or agree to dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily with respect to any of the Boxine shares (collectively, “**Boxine Share Transfer**”), or enter into any contract or option with respect to the Boxine Share Transfer of, any of the Boxine Shareholder’s Boxine Shares, (ii) publicly announce any intention to effect any transaction specified in clause (i), or (iii) take any action that would make any representation or warranty of the Boxine Shareholder contained herein untrue or incorrect or have the effect of preventing or disabling the Boxine Shareholder from performing its obligations under the Business Combination Agreement; provided, however, that nothing herein will prohibit a Boxine Share Transfer to an affiliate of the Boxine Shareholder.

### 7.5 ***Covenants relating to Höllenhunde***

Höllenhunde makes certain additional covenants under the Business Combination Agreement, including, among others, the following:

#### 7.5.1 Corporate Actions

Höllenhunde unconditionally and irrevocably agrees that it shall at any meeting of the shareholders of Beteiligungs GmbH, and in any action by written consent of the shareholders of Beteiligungs GmbH or otherwise undertaken in connection with or as contemplated by the Business Combination Agreement, the ancillary

documents or the transactions contemplated hereby and thereby, and in accordance with the terms and subject to the conditions of the Beteiligungs GmbH's governing documents, Höllenhunde shall, if a meeting is held, use its best efforts to appear at the meeting, in person, remotely, or by proxy, or otherwise cause its Beteiligungs GmbH's shares (to the extent such Beteiligungs GmbH shares are entitled to vote on or provide consent with respect to such matter) to be counted as present thereat for purposes of establishing a quorum, and Höllenhunde shall vote or provide consent (or cause to be voted or consented), in person, remotely or by proxy, regardless of Höllenhunde's attendance at such meeting, all of the Beteiligungs GmbH's shares (to the extent the Beteiligungs GmbH's shares are entitled to vote on or provide consent with respect to such matter):

- to approve and adopt, and instruct the management of Beteiligungs GmbH to grant written consent to, the Business Combination Agreement, the ancillary documents and the transactions contemplated hereby and thereby;
- in any other circumstances upon which a consent, waiver or other approval may be required under Beteiligungs GmbH governing documents or under any agreements between Beteiligungs GmbH and its shareholders to implement the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby, to vote, consent, waive or approve all of such Höllenhunde's Beteiligungs GmbH shares held at such time in favor thereof;
- against any merger agreement, merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Beteiligungs GmbH; and
- against any proposal, action or agreement that, to the knowledge of Höllenhunde, would (i) impede, frustrate, prevent or nullify any provision of the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby or (ii) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Boxine under the Business Combination Agreement or the ancillary documents.

#### 7.5.2 No Inconsistent Agreements

Höllenhunde covenants and agrees that Höllenhunde will not (i) enter into any voting agreement or voting trust with respect to any of its Beteiligungs GmbH shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, (ii) grant a proxy or power of attorney with respect to any of its Beteiligungs GmbH shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would restrict, limit or interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to the Business Combination Agreement.

#### 7.5.3 No Solicitation

Höllenhunde agrees not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any person relating to any proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Boxine Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement, merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Boxine Acquisition Proposal or (v) resolve or agree to do any of the foregoing. Höllenhunde also agrees that immediately following the execution of the Business Combination Agreement Höllenhunde will, and will use commercially reasonable efforts to cause its representatives to, cease any solicitations, discussions or negotiations with any person (other than the parties and their respective representatives) conducted heretofore in connection with an Boxine Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, an Boxine Acquisition Proposal.

#### 7.5.4 No Transfer

Höllenhunde agrees not to, directly or indirectly, (i) sell, offer to sell, or agree to sell, transfer, hypothecate, pledge, encumber, assign, hedge, swap, convert, grant any option to purchase or otherwise dispose of or agree to dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or

involuntarily with respect to any of the Beteiligungs GmbH Shares (collectively, “**Beteiligungs GmbH Share Transfer**”), or enter into any Contract or option with respect to the Beteiligungs GmbH Share Transfer of, any of the Beteiligungs GmbH Shares, (ii) publicly announce any intention to effect any transaction specified in clause (i), or (iii) take any action that would make any representation or warranty of Höllenhunde contained herein untrue or incorrect or have the effect of preventing or disabling Höllenhunde from performing its obligations under this Agreement.

## **7.6 Covenants relating to Holding GmbH**

Holding GmbH makes certain additional covenants under the Business Combination Agreement, including, among others, the following:

### **7.6.1 Corporate Actions**

Holding GmbH unconditionally and irrevocably agrees that it shall at any meeting of the shareholders of Beteiligungs GmbH, and in any action by written consent of the shareholders of Beteiligungs GmbH or otherwise undertaken in connection with or as contemplated by the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby, and in accordance with the terms and subject to the conditions of the Beteiligungs GmbH’s governing documents, Holding GmbH shall, if a meeting is held, use its best efforts to appear at the meeting, in person, remotely, or by proxy, or otherwise cause its Beteiligungs GmbH shares (to the extent such Beteiligungs GmbH shares are entitled to vote on or provide consent with respect to such matter) to be counted as present thereat for purposes of establishing a quorum, and Holding GmbH shall vote or provide consent (or cause to be voted or consented), in person, remotely or by proxy, regardless of Holding GmbH’s attendance at such meeting, all of the Beteiligungs GmbH shares (to the extent the Beteiligungs GmbH Shares are entitled to vote on or provide consent with respect to such matter):

- to approve and adopt, and instruct the management of Beteiligungs GmbH to grant written consent to, the Business Combination Agreement, the ancillary documents and the transactions contemplated hereby and thereby;
- in any other circumstances upon which a consent, waiver or other approval may be required under Beteiligungs GmbH’s governing documents or under any agreements between Beteiligungs GmbH and its shareholders to implement the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby, to vote, consent, waive or approve all of such Holding GmbH’s Beteiligungs GmbH shares held at such time in favor thereof;
- against any merger agreement, merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Beteiligungs GmbH; and
- against any proposal, action or agreement that, to the knowledge of Holding GmbH, would (i) impede, frustrate, prevent or nullify any provision of the Business Combination Agreement, the ancillary documents or the transactions contemplated hereby and thereby or (ii) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Beteiligungs GmbH under the Business Combination Agreement or the ancillary documents.

### **7.6.2 No Inconsistent Agreements**

Holding GmbH covenants and agrees that Holding GmbH will not (i) enter into any voting agreement or voting trust with respect to any of its Beteiligungs GmbH shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, (ii) grant a proxy or power of attorney with respect to any of its Beteiligungs GmbH shares that is inconsistent with its obligations pursuant to the Business Combination Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would restrict, limit or interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to the Business Combination Agreement.

### **7.6.3 No Solicitation**

Holding GmbH agrees not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any person relating to any

proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any Boxine Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Boxine Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement, merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Boxine Acquisition Proposal or (v) resolve or agree to do any of the foregoing. Holding GmbH also agrees that immediately following the execution of the Business Combination Agreement Holding GmbH will, and will use commercially reasonable efforts to cause its representatives to, cease any solicitations, discussions or negotiations with any person (other than the parties and their respective representatives) conducted heretofore in connection with an Boxine Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, an Boxine Acquisition Proposal.

#### 7.6.4 No Transfer

Holding GmbH agrees not to, directly or indirectly, (i) effect a Beteiligungs GmbH Share Transfer, or enter into any contract or option with respect to the Beteiligungs GmbH Share Transfer of, any of Holding GmbH's Beteiligungs GmbH shares, (ii) publicly announce any intention to effect any transaction specified in clause (i), or (iii) take any action that would make any representation or warranty of Holding GmbH contained herein untrue or incorrect or have the effect of preventing or disabling Holding GmbH from performing its obligations under this Agreement.

### 8. Termination

The Business Combination Agreement may be terminated, and the transactions contemplated by the Business Combination Agreement may be abandoned at any time prior to Closing of the Business Combination:

- by mutual written consent of 468 SPAC and Boxine;
- by 468 SPAC, if
  - any of the representations or warranties by Boxine, Beteiligungs GmbH, Höllenhunde, and Holding GmbH are not true and correct; or
  - Boxine, Beteiligungs GmbH, Höllenhunde, Holding GmbH or the Holding GmbH Shareholders have failed to perform any covenant or agreement on the part of Company, Beteiligungs GmbH, Höllenhunde, Holding GmbH or Holding GmbH Shareholders set forth in the Business Combination Agreement (including an obligation to consummate Closing of the transaction);

such that, in each case, the conditions to Closing set forth in the Business Combination Agreement could not be satisfied,

and

- the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, is (or are) not cured or cannot be cured within the earlier of (i) thirty (30) days after written notice thereof is delivered to Boxine, and (ii) the Termination Date (as defined below);

provided, however, that 468 SPAC is not then in breach of the Business Combination Agreement so as to prevent any of the conditions to Closing set forth in the Business Combination Agreement from being satisfied;

- by Boxine, if
  - any of the representations or warranties by 468 SPAC are not true and correct; or
  - 468 SPAC has failed to perform any covenant or agreement on the part of 468 SPAC set forth in the Business Combination Agreement (including an obligation to consummate the Closing);

such that, in each case, the conditions to Closing set forth in the Business Combination Agreement could not be satisfied

and

- the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, is (or are) not cured or cannot be cured

within the earlier of (i) thirty (30) days after written notice thereof is delivered to 468 SPAC and (ii) the Termination Date (as defined below);

provided, however, that Boxine is not then in breach of the Business Combination Agreement so as to prevent any of the conditions to Closing set forth in the Business Combination Agreement from being satisfied;

- by either 468 SPAC or Boxine, if any governmental entity will have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by the Business Combination Agreement and such order or other action has become final and non-appealable;
- by either 468 SPAC or Boxine, if 468 SPAC's extraordinary shareholders' meeting has been held (including any adjournment thereof) and concluded, the 468 SPAC shareholders have duly voted, and the approval of 468 SPAC shareholders was not obtained; or
- by either 468 SPAC or Boxine, if the transactions contemplated by the Business Combination Agreement has not been consummated on or prior to the date that is six (6) calendar months after the date of this Agreement (the "**Termination Date**"), provided that
  - the right to terminate the Business Combination Agreement pursuant to this provision will not be available to 468 SPAC if 468 SPAC's breach of any of its respective covenants or obligations under the Business Combination Agreement has proximately caused the failure to consummate the transactions contemplated by the Business Combination Agreement on or before the Termination Date; and
  - the right to terminate the Business Combination Agreement pursuant to provision will not be available to Boxine if Boxine's breach of any of its covenants or obligations under the Business Combination Agreement has proximately caused the failure to consummate the transactions contemplated by the Business Combination Agreement on or before the Termination Date.

## **9. Sole Remedy**

The sole remedy for a breach of any party to the Business Combination Agreements' warranties is the right to terminate (*kündigen*) the Business Combination Agreement. Any remedies against any party of the Business Combination Agreement for any inaccuracy of the respective parties warranties or otherwise are exclusively governed by the Business Combination Agreement and the termination right as described above is the sole and exclusive remedy for breach of any warranties. To the extent permitted by mandatory law, any other rights and remedies in connection with the Business Combination Agreement or any ancillary document are excluded.

## **10. Expenses**

The fees and expenses incurred in connection with the Business Combination Agreement, the ancillary documents and the transactions contemplated thereby, including the fees and disbursements of counsel, financial advisors and accountants, will paid by the party incurring such fees or expenses.

## **11. Governing Law and Dispute Resolution**

The Business Combination Agreement and the rights and obligations of the parties thereunder is governed by, and construed in accordance with, the laws of the Federal Republic of Germany, excluding conflict of laws rules.

All disputes arising under or in connection with the Business Combination Agreement will be exclusively and finally settled in accordance with the rules of arbitration of the German Arbitration Institute (*DIS*) which are in force on the date of the commencement of the arbitration without recourse to the ordinary courts of law. The place of the arbitration will be Frankfurt am Main, Germany. The arbitral tribunal will consist of three arbitrators. The language of the arbitral proceedings will be English.

## **12. Amendments**

The Business Combination Agreement may be amended or modified only by a written agreement (unless a stricter form is required) executed by the parties to the Business Combination Agreement.

### 13. Ancillary Documents

This section describes the material provisions of certain of the additional agreements that entered into concurrently with the Business Combination Agreement, which are referred to herein as the “ancillary documents,” but does not purport to describe all of the terms thereof.

#### 13.1 Subscription Agreements

In connection with the execution of the Business Combination Agreement, 468 SPAC entered into subscription agreements (the “**Subscription Agreements**”) with the PIPE Investors as part of the PIPE Financing, pursuant to which the PIPE Investors agreed to subscribe for and purchase, and 468 SPAC agreed to issue and sell to such investors, an aggregate of 10,500,000 New Public Shares at €10.00 each for gross proceeds of €105,000,000 on the Closing. The Subscription Agreements also contain other customary representations, warranties, escrow account waiver provisions and agreements of the parties thereto.

An amount of €5,000,000 of the PIPE proceeds will be (i) placed at Closing in a blocked account held in the name of Höllenhunde for the time of the Höllenhunde Lock-Up and (ii) only be released to Höllenhunde after the expiry of the Höllenhunde Lock-Up or if, and to the extent required, tax liabilities for Höllenhunde resulting from or in connection with the Business Combination become due and payable during the period of the Höllenhunde Lock-Up (the “**Höllenhunde Escrow Amount**”).

The closings under the Subscription Agreements will occur substantially concurrently with the Closing of the Business Combination and are conditioned on such Closing and on other customary closing conditions. The Subscription Agreements will be terminated, and be of no further force and effect, upon the earlier to occur of (i) the termination of the Business Combination Agreement in accordance with its terms, (ii) the mutual written agreement of the parties thereto and Boxine and (iii) on March 30, 2022, if the closing has not occurred by such date.

#### 13.2 Höllenhunde Shareholder Support Agreement

On August 30, 2021, Marcus Stahl, Patric Faßbender (together with Marcus Stahl, the “**Höllenhunde Shareholder**”), Boxine and 468 SPAC entered into a support agreement with respect to the Business Combination and the Business Combination Agreement (the “**Höllenhunde Shareholder Support Agreement**”). Pursuant to the Höllenhunde Shareholder Support Agreement, the Höllenhunde Shareholders agreed, among others, (i) to take all necessary actions that may be reasonably requested in order to consummate the Business Combination, (ii) to the Höllenhunde Shareholders’ Lock-Up and (iii) to a non-competition and non-solicitation covenant, in each case, subject to customary exceptions, for a period of three years starting as of the Closing.

#### 13.3 Holding GmbH Shareholder Support Agreement

On August 30, 2021, the Holding GmbH Shareholders, Boxine and 468 SPAC entered into a support agreement with respect to the Business Combination and the Business Combination Agreement (the “**Holding GmbH Shareholder Support Agreement**”). Pursuant to the Holding GmbH Shareholder Support Agreement, the Holding GmbH Shareholders agreed, among others, to (i) transfer (contribute) all of their respective Holding GmbH Shares to (into) 468 SPAC in exchange for a consideration of New Public Shares and a certain cash amount, (ii) take all necessary actions that may be reasonably requested in order to consummate the Business Combination, (iii) the Holding GmbH Shareholders’ Lock-Up, and (iv) make certain customary representations and warranties with regard to their shares in Holding GmbH Shares relating to, among other things: ownership of Holding GmbH shares; rights to Holding GmbH shares; Holding GmbH; organization and qualification; authority; consents and requisite government approval; no violations; proceedings; investment representations; and broker fees.

#### 13.4 Voting and Non-Redemption Agreement

On August 30, 2021, the Sponsor, the Co-Sponsors, 468 SPAC, and Boxine entered into a voting and non-redemption and reimbursement agreement. The agreement obligates the Sponsor and the Co-Sponsors to be present at the extraordinary shareholders’ meeting and to vote in favor of the Business Combination Agreement and the Business Combination, when presented to the extraordinary shareholders’ meeting and in favor of any other matter reasonably necessary to the consummation of the Acquisition contemplated by the Business Combination. The Sponsor and the Co-Sponsor waive their redemption rights under their respective Sponsor Shares. Further, the Sponsor and the Co-Sponsors agreed to the 468 SPAC Sponsors Lock-Up. Moreover, the Sponsor and the Co-Sponsors covenant and agree that they will waive any right of adjustment to the conversion ratio set forth in the Articles of Association or any other documents and/or agreements concluded between the

Sponsor, the Co-Sponsors and 468 SPAC or any other anti-dilution or similar protection with respect to the Sponsor Shares related to the Business Combination and other transactions, with the result that Sponsor Shares will convert into Public Shares at a ratio of one Sponsor Share for one Public Share. Finally, the Sponsor and the Co-Sponsors made customary representations and warranties to Boxine relating to, among other things: organization; due authorization; ownership; no conflict; and no litigation. Further, the Founders agreed not to transfer any Shares or any warrants of 468 SPAC owned or held at the date of the agreement.