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

FORM 8-K

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

Date of Report (Date of earliest event reported): February 23, 2021

one
(Exact name of registrant as specified in charter)

Cayman Islands	**001-39453**	**98-154859**
(State or other jurisdiction of incorporation)	**Commission File number**	**(I.R.S. Employer Identification Number)**
16 Funston Avenue, Suite A The Presidio of San Francisco San Francisco, California		**94129**
(Address of principal executive offices)		**(Zip Code)**

(415) 480-1752
(Registrant's telephone number, including area code)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share and one-fourth of one redeemable warrant	**AONE.U**	**New York Stock Exchange**
Class A ordinary shares, par value $0.0001 per share	**AONE**	**New York Stock Exchange**
Redeemable Warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**AONE.WS**	**New York Stock Exchange**

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement

On February 23, 2021, one, a Cayman Islands exempted company limited by shares (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among the Company, Caspian Merger Sub Inc., a Delaware corporation and direct, wholly owned subsidiary of the Company ("Merger Sub"), and MarkForged, Inc., a Delaware corporation ("Markforged").

The Merger Agreement and the transactions contemplated thereby were approved by the boards of directors of each of the Company and Markforged.

The Business Combination

In connection with the Merger Agreement, upon the terms and subject to the conditions of the Merger Agreement, the following transactions, among other things, will occur:

(i) prior to the effective time of the transactions contemplated by the Merger Agreement (the "Effective Time"), the Company will domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law, as amended (the "DGCL"), and the Cayman Islands Companies Law (As Revised) (the "Domestication");

(ii) prior to the Effective Time, all issued and outstanding shares of preferred stock of Markforged will convert into shares of common stock of Markforged;

(iii) prior to the Effective Time, Markforged will repurchase up to approximately $45 million of Markforged securities held by certain of its stockholders (the "Employee Transactions");

(iv) at the Effective Time, upon the terms and subject to the conditions of the Merger Agreement and in accordance with the DGCL, Merger Sub will merge with and into Markforged, with Markforged continuing as the surviving corporation and a wholly owned subsidiary of the Company (the "Merger");

(v) at the Effective Time, and after the Domestication, each issued and outstanding share of common stock of Markforged, excluding the shares repurchased in the Employee Transactions, will be cancelled and converted into the right to receive a number of shares of common stock of the Company, par value $0.0001 per share (the "Company Common Stock"), equal to the product of (x) one share of Markforged common stock and (y) the Exchange Ratio (as defined below) (such aggregate number of shares of Company Common Stock, the "Aggregate Merger Consideration"); and

(iv) upon the consummation of the Merger (the "Closing"), the Company will be renamed "Markforged Holding Corporation."

Domestication

In connection with the Domestication, (i) each then issued and outstanding Class A ordinary share of the Company, par value $0.0001 per share (the "Class A Ordinary Shares"), and each then issued and outstanding Class B ordinary share of the Company, par value $0.0001 per share (the "Class B Ordinary Shares"), will convert into one share of Company Common Stock, (ii) each then issued and outstanding warrant of the Company will convert automatically into a warrant to acquire one share of Company Common Stock, pursuant to the Company's existing warrant agreement, and (iii) each then issued and outstanding unit of the Company that has not previously been separated into its underlying securities will be cancelled and the holder thereof will receive one share of Company Common Stock and one-fourth of one warrant to purchase Company Common Stock.

Merger Consideration

The Exchange Ratio is defined as (i) $1,700,000,000 *minus* the total dollar amount paid by the Company in connection with the Employee Transactions,*divided by* (ii) $10.00, *divided by* (iii) the number of issued and outstanding shares of Markforged common stock, on a fully diluted and as-converted basis (including shares subject to outstanding equity awards of Markforged ("Markforged Equity Awards") and shares available for issuance in respect of Markforged Equity Awards not yet granted under the Markforged equity incentive plan). In addition, the outstanding Markforged Equity Awards will be converted into equity awards of the Company, on the terms provided in the Merger Agreement. The holders of Markforged common stock and Markforged Equity Awards (whether vested or not) immediately prior to the Effective Time will be entitled to receive, on a pro rata basis, up to 14,666,667 additional shares of Company Common Stock ("Earnout Shares") as follows: (i) if the volume-weighted average price of Company Common Stock is at least $12.50 for any 20 days in a consecutive 30-trading day period, 8,000,000 Earnout Shares will be issued, (ii) if the volume-weighted average price of Company Common Stock is at least $15.00 for any 20 days in a consecutive 30-trading day period, 6,666,667 Earnout Shares will be issued and (iii) upon a change of control or a liquidation of the Company, all previously unearned Earnout Shares will be issued. Markforged stockholders will not receive any Earnout Shares not earned within five years of the Closing.

Closing Conditions

The Merger Agreement is subject to the satisfaction or waiver of certain customary closing conditions, including, among others: (i) approval of the Merger and related agreements and transactions by the shareholders of the Company and by the stockholders of Markforged, (ii) the effectiveness of the merger proxy statement / registration statement on Form S-4 to be filed by the Company in connection with the Merger, (iii) expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), (iv) receipt of approval for listing on The New York Stock Exchange (the "NYSE") for the shares of Company Common Stock to be issued in connection with the Merger, (v) the Company having at least $5,000,001 of net tangible assets upon Closing and (vi) the size and composition of the board of directors of the Company after giving effect to the Merger being composed as agreed upon by the parties.

The obligation of the Company to consummate the Merger is subject to the fulfillment of additional closing conditions, including: (i) the representations and warranties of Markforged being true and correct to the standards applicable to such representations and warranties and (ii) the covenants of Markforged having been performed or complied with in all material respects.

The obligation of Markforged to consummate the Merger is subject to the fulfillment of additional closing conditions, including: (i) the representations and warranties of the Company being true and correct to the standards applicable to such representations and warranties, (ii) the covenants of the Company having been performed or complied with in all material respects, (iii) the completion of the Domestication and (iv) the Company having available cash of no less than $200,000,000, comprised of (x) the funds in the Company's trust account (after deducting the amounts required to satisfy the Company's obligations to its shareholders, if any, that have elected to exercise their redemption rights pursuant to the Company's governing documents, and after deducting all unpaid transaction expenses) and (y) the proceeds of the PIPE Investment (as defined below) received by the Company.

Representations and Warranties; Covenants

The Merger Agreement contains customary representations and warranties and covenants, including, among others, covenants providing for: (i) the Company and Markforged to each conduct their respective businesses in the ordinary course through the Closing, (ii) the Company and Markforged not soliciting, negotiating or entering into any alternative transactions, (iii) Markforged delivering to the Company its audited financial statements for the fiscal year ended December 31, 2020, (iv) the Company preparing, filing and maintaining the effectiveness of a merger proxy statement / registration statement on Form S-4 and taking certain actions to obtain the requisite approval of its shareholders of certain proposals regarding the Merger (including the Domestication, adoption of the Merger Agreement, the issuance of the Aggregate Merger Consideration, and the adoption of an agreed-upon equity incentive plan and employee stock purchase plan), (v) adoption of the agreed-upon equity incentive plan and employee stock purchase plan and (vi) the Company and Markforged using reasonable best efforts to obtain approval under the HSR Act.

Termination

The Merger Agreement may be terminated under certain customary circumstances prior to the Closing, including, but not limited to: (i) by mutual written consent of the Company and Markforged, (ii) by the Company or Markforged if the Company has not obtained the required shareholder approvals, (iii) by the Company if the

representations and warranties of Markforged are not true and correct to the applicable standard or if Markforged fails to perform any covenant or agreement set forth in the Merger Agreement such that certain conditions to the Closing cannot be satisfied and the breach of such representations and warranties, or failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within the specified time period, (iv) by Markforged if the representations and warranties of the Company are not true and correct to the applicable standard or if the Company fails to perform any covenant or agreement set forth in the Merger Agreement such that certain conditions to the Closing cannot be satisfied and the breach of such representations and warranties, or failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within the specified time period, (v) subject to limited exceptions, by either the Company or Markforged if the Merger is not consummated by September 30, 2021 and (vi) by the Company if Markforged has not obtained the requisite approvals of its stockholders within five business days of the registration statement on Form S-4 being declared effective by the Securities and Exchange Commission (the "SEC") and being made available to shareholders.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached as Exhibit 2.1 hereto, and the terms of which are incorporated herein by reference. The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Merger Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The representations, warranties and covenants in the Merger Agreement are also modified in important part by the underlying disclosure schedules which are not filed publicly and which are subject to a contractual standard of materiality different from that generally applicable to stockholders, and were used for the purpose of allocating risk among the parties rather than establishing matters as facts. The Company does not believe that these schedules contain information that is material to an investment decision.

Certain Related Agreements

Subscription Agreements

On February 23, 2021, concurrently with the execution of the Merger Agreement, the Company entered into subscription agreements (the 'Subscription Agreements") with certain investors (collectively, the "PIPE Investors"), pursuant to which, on the terms and subject to the conditions therein, the PIPE Investors have collectively subscribed for 21,000,000 shares of Company Common Stock for an aggregate purchase price equal to $210,000,000 (the "PIPE Investment"). The PIPE Investment will be consummated following the Domestication and substantially concurrently with the Closing, subject to the terms and conditions contemplated by the Subscription Agreements.

The obligations of the parties to consummate the purchase and sale of the shares covered by the Subscription Agreements are conditioned upon terms including, but not limited to: (i) the satisfaction or waiver of certain closing conditions to the Merger Agreement, (ii) the representations and warranties of the parties made in the Subscription Agreement being true and correct to the standard applicable to such representations and warranties as of the applicable dates, (iii) the approval for listing on the NYSE of the shares to be issued to the PIPE Investors and (iv) the absence of any amendment of, or waiver or modification to, the Merger Agreement that would materially adversely affect the PIPE Investors.

The foregoing description of the Subscription Agreements is qualified in its entirety by reference to the full text of the form of Subscription Agreement, a copy of which is attached as Exhibit 10.1 hereto, and the terms of which are incorporated herein by reference.

Sponsor Support Agreement

On February 23, 2021, concurrently with the execution of the Merger Agreement, the Company entered into a Sponsor Support Agreement (the "Sponsor Support Agreement"), by and among the Company, A-star, a Cayman Islands limited liability company and the Company's sponsor (the "Sponsor"), and the other holders of the Company's Class B ordinary shares, par value $0.0001 per share (the "Class B Ordinary Shares"), pursuant to which the parties thereto have agreed, among other things, to vote in favor of the Merger Agreement and the transactions contemplated thereby, and not to redeem their shares of the Company in connection therewith, in each case, subject to the terms and conditions set forth in the Sponsor Support Agreement. The Sponsor Support Agreement also provides that 50% of the shares of Company Common Stock held by the Sponsor as a result of the conversion of its Class B Ordinary Shares in connection with the Domestication (the "Sponsor Earnout Shares") will be subject to the following vesting conditions: (i) 50% of the Sponsor Earnout Shares (25% of the Sponsor's total shares) will vest if the volume-weighted average price of Company Common Stock is at least $12.50 for any 20 days in a consecutive 30-trading day period and (ii) 50% of the Sponsor Earnout Shares (25% of the Sponsor's total shares) will vest if the volume-weighted average price of Company Common Stock is at least $15.00 for any 20 days in a consecutive 30-trading day period. Any Sponsor Earnout Shares not vested at the time that is five years after the Closing will be forfeited.

The foregoing description of the Sponsor Support Agreement is qualified in its entirety by reference to the full text of the Sponsor Support Agreement, a copy of which is attached as Exhibit 10.2 hereto, and the terms of which are incorporated herein by reference.

Stockholder Support Agreement

On February 23, 2021, concurrently with the execution of the Merger Agreement, the Company entered into a Stockholder Support Agreement (the "Stockholder Support Agreement") by and among the Company, Markforged and certain stockholders of Markforged (the "Markforged Holders"), pursuant to which the Markforged Holders have agreed to, among other things, vote in favor of the Merger Agreement and the transactions contemplated thereby, including the conversion of all issued and outstanding Markforged preferred stock into shares of Markforged common stock and the termination of certain agreements between Markforged and its investors, in each case, subject to the terms and conditions set forth in the Stockholder Support Agreement.

The foregoing description of the Stockholder Support Agreement is qualified in its entirety by reference to the full text of the Stockholder Support Agreement, a copy of which is attached as Exhibit 10.3 hereto, and the terms of which are incorporated herein by reference.

Registration Rights Agreement

Concurrently with the Closing, the Company will enter into a Registration Rights Agreement (the "Registration Rights Agreement"), by and among the Company, the Sponsor, the other holders of the Company's Class B Ordinary Shares, and certain stockholders of Markforged, pursuant to which the parties thereto will be granted certain customary registration rights with respect to shares of Company Common Stock. Pursuant to the Registration Rights Agreement, the Company will agree that, within 30 calendar days after the Closing, the Company will file with the SEC a registration statement registering the resale of certain securities held by or issuable to the stockholders party thereto, and use its reasonable best efforts to have such registration statement declared effective by the SEC as soon as practicable thereafter. The Registration Rights Agreement provides that the shareholders of the Company party thereto, on the one hand, and the former stockholders of Markforged party thereto, on the other hand, can each request up to two underwritten offerings, and that such holders will be entitled to "piggyback" registration rights that allow them to include their registrable securities in certain registrations initiated by the Company. If the sale of registered securities under a registration statement would require disclosure of certain material information not otherwise

required to be disclosed, the Company may postpone the effectiveness of the applicable registration statement or require the suspension of sales thereunder.

Lock-Up

Concurrently with the Closing, the Company will enter into a Lock-Up Agreement (the "Lock-Up Agreement"), by and among the Company, the Sponsor, the other holders of the Company's Class B Ordinary Shares, and certain stockholders of Markforged, pursuant to which the parties thereto will be restricted from transferring their shares of Company Common Stock for a period of 180 days from the date of the Closing, subject to customary terms.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 is incorporated by reference herein. The securities of the Company that may be issued in connection with the Subscription Agreements will not be registered under the Securities Act of 1933, as amended (the "Securities Act") in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 7.01. Regulation FD Disclosure.

On February 24, 2021, the Company and Markforged issued a press release (the "Press Release") announcing the execution of the Merger Agreement. The Press Release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Attached as Exhibit 99.2 and Exhibit 99.3, respectively, and incorporated herein by reference is the investor presentation dated February 24, 2021, and a related transcript, for use in connection with the announcement of the Merger.

The information in this Item 7.01, including Exhibit 99.1, Exhibit 99.2 and Exhibit 99.3, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any of the information contained in this Item 7.01, including Exhibit 99.1, Exhibit 99.2 and Exhibit 99.3.

Additional Information and Where to Find It

A full description of the terms of the transaction will be provided in a registration statement on Form S-4 to be filed with the SEC by *one* that will include a prospectus with respect to the combined company's securities to be issued in connection with the business combination and a proxy statement with respect to the shareholder meeting of *one* to vote on the business combination. *one* urges its investors, shareholders and other interested persons to read, when available, the preliminary proxy statement/prospectus, as well as other documents filed with the SEC, because these documents will contain important information about *one*, Markforged and the transaction. After the registration statement is declared effective, the definitive proxy statement/prospectus to be included in the registration statement will be mailed to shareholders of *one* as of a record date to be established for voting on the proposed business combination. Once available, shareholders will also be able to obtain a copy of the S-4, including the proxy statement/prospectus, and other documents filed with the SEC without charge, by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. The preliminary and definitive proxy statement/prospectus to be included in the registration statement, once available, can also be obtained, without charge, at the SEC's website (www.sec.gov).

Participants in the Solicitation

one and Markforged and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the potential transaction described in this document under the rules of the SEC. Information about the directors and executive officers of *one* is set forth in *one*'s final prospectus filed with the SEC pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the "Securities Act"), on August 19, 2020 and is available free of charge at the SEC's web site at www.sec.gov or by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the *one* shareholders in connection with the potential transaction will be set forth in the registration statement containing the preliminary proxy statement/prospectus when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

Non-Solicitation

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the potential transaction and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of *one*, the combined company or Markforged, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

Special Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements that are based on beliefs and assumptions and on information currently available. In some cases, you can identify forward-looking statements by the following words: "may," "will," "could," "would," "should," "expect," "intend," "plan," "anticipate," "believe," "estimate," "predict," "project," "potential," "continue," "ongoing" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Current Report, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements in this Current Report include, but are not limited to, statements regarding the proposed business combination, including the timing and structure of the transaction, the expected new investors in the combined company, assumptions relating to redemptions, the expected proceeds of the transaction and the anticipated uses of those proceeds, the equity value, cash position and initial market capitalization of the combined company, the benefits of the transaction, the expected ownership of current Markforged stockholders following the closing of the transaction, as well as statements about the expected growth of the additive manufacturing industry, the combined company's competitive position in the industry, the anticipated growth of the combined company, the increased adoption of its products, and the expected benefits of product innovation. We cannot assure you that the forward-looking statements in this Current Report will prove to be accurate. These forward looking statements are subject to a number of risks and uncertainties, including, among others: general economic, political and business conditions; the inability of the parties to consummate the business combination or the occurrence of any event, change or other circumstances that could give rise to the termination of the business combination agreement; the outcome of any legal proceedings that may be instituted against the parties following the announcement of the

business combination; the risk that the approval of the shareholders of one *for the potential transaction is not obtained; failure to realize the anticipated benefits of the business combination, including as a result of a delay in consummating the potential transaction; the risk that the business combination disrupts current plans and operations as a result of the announcement and consummation of the business combination; the ability of the combined company to grow and manage growth profitably and retain its key employees; the amount of redemption requests made by* one*'s shareholders; the inability to obtain or maintain the listing of the combined company's securities following the business combination; costs related to the business combination; and those factors discussed under the header "Risk Factors" in the registration statement on Form S-4 to be filed by* one *with the SEC and those included under the header "Risk Factors" in the final prospectus of*one *related to its initial public offering. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. The forward-looking statements in this document represent our views as of the date of this document. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this Current Report.*

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description of Exhibits
2.1†	Agreement and Plan of Merger, dated as of February 23, 2021, by and among the Company, Caspian Merger Sub Inc., and MarkForged, Inc.
10.1	Form of Subscription Agreement.
10.2	Sponsor Support Agreement, dated as of February 23, 2021, by and among the Company, MarkForged, Inc., A-star, and certain shareholders of the Company party thereto.
10.3	Stockholder Support Agreement, dated as of February 23, 2021, by and among the Company, MarkForged, Inc., and certain stockholders of MarkForged, Inc. party thereto.
99.1	Press Release, dated February 24, 2021.
99.2	Investor Presentation, dated February 24, 2021.
99.3	Transcript of Investor Webcast, dated February 24, 2021.

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

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

one

Date: February 24, 2021

By: /s/ Troy B. Steckenrider III
Name: Troy B. Steckenrider III
Title: Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

by and among

ONE,

CASPIAN MERGER SUB INC.

and

MARKFORGED, INC.

Dated as of February 23, 2021

TABLE OF CONTENTS

ARTICLE IX

CONDITIONS TO OBLIGATIONS

ARTICLE X

TERMINATION

ARTICLE XI

MISCELLANEOUS

Exhibits

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of February 23, 2021 (this "Agreement"), is made and entered into by and among one, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation prior to the Closing (as defined below)) ("Acquiror"), Caspian Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror ("Merger Sub"), and MarkForged, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, Acquiror is a blank check company incorporated as a Cayman Islands exempted company and incorporated for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities;

WHEREAS, prior to the Effective Time (as defined below) and subject to the conditions of this Agreement, Acquiror shall migrate to and domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law, as amended (the "DGCL"), and the Cayman Islands Companies Act (As Revised) (the "Domestication");

WHEREAS, concurrently with the Domestication, Acquiror shall file a certificate of incorporation with the Secretary of State of the State of Delaware and adopt bylaws (in substantially the forms attached as Exhibits A and B hereto, with such changes as may be agreed in writing by Acquiror and the Company);

WHEREAS, in connection with the Domestication, (i) each then issued and outstanding Acquiror Class A Ordinary Share (as defined below) shall convert automatically, on a one-for-one basis, into a share of common stock, par value $0.0001 per share, of Acquiror (after its domestication as a corporation incorporated in the State of Delaware) (the "Domesticated Acquiror Common Stock"); (ii) each then issued and outstanding Acquiror Class B Ordinary Share (as defined below) shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (iii) each then issued and outstanding Cayman Acquiror Warrant (as defined below) shall convert automatically into a warrant to acquire one share of Domesticated Acquiror Common Stock ("Domesticated Acquiror Warrant"), pursuant to the Warrant

Agreement (as defined below); and (iv) each then issued and outstanding unit of Acquiror (the "Cayman Acquiror Units") shall convert automatically into a unit of Acquiror (after its domestication as a corporation incorporated in the State of Delaware) (the "Domesticated Acquiror Units), comprised of one share of Domesticated Acquiror Common Stock and one-fourth of one Domesticated Acquiror Warrant;

WHEREAS, upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL, (x) Merger Sub will merge with and into the Company, the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation and a wholly owned subsidiary of Acquiror (the "Merger"); and (y) Acquiror will change its name to "Markforged Holding Corporation";

WHEREAS, prior to the Effective Time (as defined below), each share of Company Preferred Stock will be converted into one share of Company Common Stock (the "Preferred Stock Conversion");

WHEREAS, upon the Effective Time and following the Employee Transactions (as defined below) and the Preferred Stock Conversion, all shares of Company Common Stock (as defined below) will be converted into the right to receive shares of Domesticated Acquiror Common Stock as set forth in this Agreement;

WHEREAS, each of the parties hereto intends that, for United States federal income tax purposes, (a) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations, to which each of Acquiror and the Company are to be parties under Section 368(b) of the Code, (b) the Domestication constitutes an integrated transaction treated as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code and (c) this Agreement is intended to constitute a "plan of reorganization" within the meaning of Section 368 of the Code and the Treasury Regulations (clauses (a)-(c) the "Intended Tax Treatment");

WHEREAS, the Board of Directors of the Company has approved this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby, declared it advisable for the Company to enter into this Agreement and the other documents contemplated hereby and recommended the adoption and approval of this Agreement by the Company's stockholders;

WHEREAS, as a condition and inducement to Acquiror's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Requisite Company Stockholders (as defined below) have each executed and delivered to Acquiror a Company Stockholder Support Agreement (as defined below), pursuant to which the Requisite Company Stockholders have agreed to, among other things, vote (pursuant to an action by written consent of the stockholders of the Company) in favor of the adoption and approval, promptly following the time at which the Registration Statement (as defined below) shall have been declared effective and delivered or otherwise made available to stockholders, of this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, each of the Boards of Directors of Acquiror and Merger Sub has (i) determined that it is advisable for and in the best interests of Acquiror and Merger Sub, as applicable, to enter into this Agreement and the documents contemplated hereby, (ii) approved the execution and delivery of this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby, and (iii) recommended the adoption and approval of this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby by the Acquiror Shareholders and sole stockholder of Merger Sub, as applicable;

WHEREAS, Acquiror, as sole stockholder of Merger Sub, has approved and adopted this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, in furtherance of the Merger and in accordance with the terms hereof, Acquiror shall provide an opportunity to its shareholders to have their outstanding Acquiror Ordinary Shares redeemed on the terms and subject to the conditions set forth in this Agreement and Acquiror's Governing Documents (as defined below) in connection with obtaining the Acquiror Shareholder Approval (as defined below);

WHEREAS, as a condition and inducement to the Company's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Sponsor and certain other Persons have executed and delivered to the Company the Sponsor Support Agreement (as defined below) pursuant to which the Sponsor and such Persons have agreed to, among other things, vote to adopt and approve this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, on or prior to the date hereof, Acquiror entered into the Subscription Agreements (as defined below) with the PIPE Investors (as defined below) pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors agreed to purchase from Acquiror shares of Domesticated Acquiror Common Stock, such purchases to be consummated substantially concurrently with the Closing (as defined below);

WHEREAS, prior to the Closing, the Company and certain of its stockholders will enter into Share Repurchase Agreements, in a form to be reasonably agreed upon with Acquiror (the "Share Repurchase Agreements"), pursuant to which, immediately prior to the Effective Time, the Company will repurchase certain Company Common Stock and/or settle for cash certain Company Options held by such Company Stockholders on the terms set forth in Section 6.1(b)(iv) of the Company Disclosure Letter (such transactions, the "Employee Transactions");

WHEREAS, at the Closing, Acquiror and certain shareholders of Acquiror and certain Company Stockholders shall enter into a Registration Rights Agreement, substantially in the form attached hereto as Exhibit C (the "Registration Rights Agreement"), with such changes as may be agreed in writing by Acquiror and the Company, which shall be effective as of the Closing; and

WHEREAS, at the Closing, Acquiror and each of the Key Holders (as defined below) shall enter into a Lock-Up Agreement (the "Lock-Up Agreement") substantially in the form attached hereto as Exhibit D (with such changes as may be agreed in writing by Acquiror and the Company), which shall be effective as of the Closing.

NOW, **THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Acquiror, Merger Sub and the Company agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"2020 Audited Financial Statements" has the meaning specified in Section 6.3.

"Acquiror" has the meaning specified in the Preamble hereto.

"Acquiror Class A Ordinary Shares" means, prior to the Domestication, the Class A ordinary shares, par value $0.0001 per share, of Acquiror.

"Acquiror Class B Ordinary Shares" means, prior to the Domestication, the Class B ordinary shares, par value $0.0001 per share, of Acquiror.

"Acquiror Cure Period" has the meaning specified in Section 10.1(f).

"Acquiror Disclosure Letter" has the meaning specified in the introduction to Article V.

"Acquiror Financial Statements" has the meaning specified in Section 5.6(c).

"Acquiror Indemnified Parties" has the meaning specified in Section 7.8.

"Acquiror Option" has the meaning specified in Section 3.3(a).

"Acquiror Ordinary Shares" means the Acquiror Class A Ordinary Shares and Acquiror Class B Ordinary Shares.

"Acquiror Private Placement Warrant" means a warrant to purchase one (1) Acquiror Class A Ordinary Share at an exercise price of eleven Dollars and fifty cents ($11.50) issued to the Sponsor at the time of Acquiror's initial public offering or issued upon the conversion of Working Capital Loans, if any.

"Acquiror Public Warrant" means a warrant to purchase one (1) Acquiror Class A Ordinary Share at an exercise price of eleven Dollars and fifty cents ($11.50) that was included in the units sold as part of Acquiror's initial public offering.

"Acquiror RSU" has the meaning specified in Section 3.3(b).

"Acquiror SEC Filings" has the meaning specified in Section 5.5.

"Acquiror Securities" has the meaning specified in Section 5.14(a).

"Acquiror Share Redemption" means the election of an eligible (as determined in accordance with Acquiror's Governing Documents) holder of Acquiror Class A Ordinary Shares to redeem all or a portion of the Acquiror Class A Ordinary Shares held by such holder at a per-share price, payable in cash, equal to a pro rata share of the aggregate amount on deposit in the Trust Account (including any interest earned on the funds held in the Trust Account) (as determined in accordance with Acquiror's Governing Documents) in connection with the Transaction Proposals.

"Acquiror Share Redemption Amount" means the aggregate amount payable with respect to all Acquiror Share Redemptions.

"Acquiror Shareholder Approval" means the approval of those Transaction Proposals identified in Section 8.2(b), in each case, by the voting standard set forth in Section 5.2(b) (as determined in accordance with Acquiror's Governing Documents and applicable Law) at a shareholders' meeting duly called by the Board of Directors of Acquiror and held for such purpose.

"Acquiror Shareholders" means the shareholders of Acquiror as of immediately prior to the Effective Time.

"Acquiror Shareholders' Meeting" has the meaning specified in Section 8.2(b).

"Acquiror Transaction Expenses" means the out-of-pocket fees, costs, expenses, commissions or other amounts incurred, paid or otherwise payable by or on behalf of Acquiror or Acquiror's Affiliates (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation, preparation, execution or performance of this Agreement or otherwise in connection with the transactions contemplated hereby, including: (i) deferred underwriting commissions disclosed in any Acquiror SEC Filings, (ii) fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, legal, accounting, tax, public relations and investor relations advisors, the Trustee and transfer or exchange agent, as applicable, and limited and customary other professional fees (including proxy solicitors, financial printers, consultants and administrative service providers), (iii) costs and expenses related to (x) directors' and officers' liability insurance or (y) the preparation, filing and distribution of the Proxy Statement/Registration Statement and other Acquiror SEC Filings, (iv) amounts outstanding under any Working Capital Loans or pursuant to that certain Administrative Services Agreement, dated August 12, 2020, between Acquiror and Sponsor or (v) filing fees paid or payable by or on behalf of Acquiror or any of its Affiliates to Antitrust Authorities or other Governmental Authorities in connection with the transactions contemplated hereby; provided, however, that Acquiror Transaction Expenses shall not include Transfer Taxes.

"Acquiror Warrants" means the Acquiror Public Warrants and the Acquiror Private Placement Warrants.

"Acquisition Proposal" means, as to any Person, other than the transactions contemplated hereby (and other than the acquisition or disposition of equipment or other tangible personal property in the ordinary course of business), any offer or proposal relating to: (a) any acquisition or purchase, direct or indirect, of (i) 15% or more of the consolidated assets of such Person and its Subsidiaries or (ii) 15% or more of any class of equity or voting securities of (A) such Person or (B) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries; (b) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in any Person beneficially owning 15% or more of any class of equity or voting securities of (i) such Person or (ii) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries; or (c) a merger, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving (i) such Person or (ii) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries.

"Action" means any claim, action, suit, audit, examination, assessment, arbitration, mediation, inquiry, proceeding, or investigation, by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, whether through one or more intermediaries or otherwise. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Affiliate Agreements" has the meaning specified in Section 4.11(a)(vii).

"Aggregate Fully Diluted Company Common Stock" means, without duplication, the aggregate number of shares of Company Common Stock (a) that are issued and outstanding immediately prior to the Effective Time (after giving effect to the Preferred Stock Conversion and the Employee Transactions), (b) that are subject to unexercised Company Options outstanding immediately prior to the Effective Time, (c) that are subject to Company RSUs (that have not yet been settled with the applicable Company Common Stock, in cash, or other securities or property) immediately prior to the Effective Time and (d) that are Company Warrant Shares pursuant to Company Warrants that have not yet been exercised as of immediately prior to the Effective Time, in the case of clauses (b) – (d), whether or not vested or exercisable, as applicable, immediately prior to the Effective Time.

"Aggregate Merger Consideration" has the meaning specified in Section 3.1(b).

"Agreement" has the meaning specified in the Preamble hereto.

"Allocation Schedule" has the meaning specified in Section 3.4.

"Ancillary Agreements" has the meaning specified in Section 11.10.

"Anti-Bribery Laws" means the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977, as amended, and all other applicable anti-corruption and bribery Laws (including the U.K. Bribery Act 2010, and any rules or regulations promulgated thereunder or other Laws of other countries implementing the OECD Convention on Combating Bribery of Foreign Officials).

"Anti-Money Laundering Laws" means all applicable laws, regulations, administrative orders, and decrees concerning or relating to the prevention of money laundering or countering the financing of terrorism, including, without limitation, the Currency and Financial Transactions Reporting Act of 1970, as amended by the USA PATRIOT Act, which legislative framework is commonly referred to as the "Bank Secrecy Act," and the rules and regulations thereunder.

"Antitrust Authorities" means the Antitrust Division of the United States Department of Justice, the United States Federal Trade Commission or the antitrust or competition Law authorities of any other jurisdiction (whether United States, foreign or multinational).

"Antitrust Information or Document Request" means any request or demand for the production, delivery or disclosure of documents or other evidence, or any request or demand for the production of witnesses for interviews or depositions or other oral or written testimony, by any Antitrust Authorities relating to the transactions contemplated hereby or by any third party challenging the transactions contemplated hereby, including any so called "second request" for additional information or documentary material or any civil investigative demand made or issued by any Antitrust Authority or any subpoena, interrogatory or deposition.

"Audited Financial Statements" has the meaning specified in Section 4.7(a).

"Available Acquiror Cash" has the meaning specified in Section 7.2.

"Business Combination" has the meaning set forth in Article 1.1 of Acquiror's Governing Documents as in effect on the date hereof.

"Business Combination Proposal" means any offer, inquiry, proposal or indication of interest (whether written or oral, binding or non-binding, and other than an offer, inquiry, proposal or indication of interest with respect to the transactions contemplated hereby), relating to a Business Combination.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or Governmental Authorities in the Cayman Islands (for so long as Acquiror remains domiciled in Cayman Islands) are authorized or required by Law to close.

"Cadwalader" has the meaning specified in Section 11.18.

"Cadwalader Privileged Communications" has the meaning specified in Section 11.18.

"Cadwalader Waiving Parties" has the meaning specified in Section 11.18.

"Cadwalader WP Group" has the meaning specified in Section 11.18.

"Cayman Acquiror Unit" has the meaning specified in the Recitals hereto.

"Cayman Acquiror Warrant" has the meaning specified in the Recitals hereto.

"Cayman Registrar" means the Cayman Registrar of Companies under the Cayman Islands Companies Act (As Revised).

"Change of Control" means any transaction or series of transactions (a) following which a Person or "group" (within the meaning of Section 13(d) of the Exchange Act) of Persons, has direct or indirect beneficial ownership of securities (or rights convertible or exchangeable into securities) representing fifty percent (50%) or more of the voting power of Acquiror, (b) constituting a merger, consolidation, reorganization or other business combination, however effected, following which either (i) the members of the Board of Directors of Acquiror immediately prior to such merger, consolidation, reorganization or other business combination do not constitute at least a majority of the board of directors of the company surviving the combination or, if the surviving company is a Subsidiary, the ultimate parent thereof or (ii) the voting securities

of Acquiror immediately prior to such merger, consolidation, reorganization or other business combination do not continue to represent or are not converted into fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Person resulting from such combination or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (c) the result of which is a sale of all or substantially all of the assets of Acquiror to any Person.

"Closing" has the meaning specified in Section 2.3(a).

"Closing Date" has the meaning specified in Section 2.3(a).

"Code" has the meaning specified in the Recitals hereto.

"Company" has the meaning specified in the Preamble hereto.

"Company Award" means a Company Option or a Company RSU.

"Company Benefit Plan" has the meaning specified in Section 4.12.

"Company Capital Stock" means the shares of the Company Common Stock and the Company Preferred Stock.

"Company Charter" means the Fourth Amended and Restated Certificate of Incorporation of the Company, as amended.

"Company Common Stock" means shares of common stock, par value $0.00001 per share, of the Company.

"Company Common Warrants" means warrants of the Company exercisable for Company Common Stock.

"Company Cure Period" has the meaning specified in Section 10.1(d).

"Company D&O Tail Policy" has the meaning specified in Section 7.8.

"Company Disclosure Letter" has the meaning specified in the introduction to Article IV.

"Company Incentive Plan" means the Company's 2013 Stock Option and Grant Plan, as amended from time to time.

"Company Indemnified Parties" has the meaning specified in Section 7.8.

"Company Material Adverse Effect" means any event, state of facts, development, circumstance, occurrence or effect (collectively, "Events") that (i) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole or (ii) does or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the consummation of the Merger or the other transactions contemplated hereby; provided, however, that, solely in the case of clause (i) above, none of the following shall be deemed, alone or in combination, to constitute, or be taken into account in the determination of whether there has been or will be, a "Company Material Adverse Effect": (a) any change in applicable Laws or GAAP or any official interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business, credit or financial market conditions generally, (c) general business or economic conditions in or affecting the United States, or changes therein, or the global economy generally, (d) any change, event, effect or occurrence that is generally applicable to the industries or markets in which the Company operates, (e) the taking of any action required by this Agreement, (f) the execution or public announcement of this Agreement and consummation of the transactions contemplated hereby, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any landlords, customers, suppliers, lenders, distributors, partners or employees of the Company and its Subsidiaries (it being understood that this clause (f) shall be disregarded for purposes of the representation and warranty set forth in Section 4.4 and the condition to Closing with respect thereto), (g) any earthquake, hurricanes, storms, tornados, flooding, volcanic eruptions or other natural disaster, calamity, epidemic, disease outbreak or pandemic (including COVID-19 or any mutation or variation thereof and COVID-19 Measures), (h) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, (i) any failure of the Company to meet any projections or forecasts (provided that this clause (i) shall not prevent a determination that any event not otherwise excluded from this definition of Company Material Adverse Effect underlying such failure to meet projections or forecasts has resulted in a Company Material Adverse Effect), or (j) any action taken at the written request of Acquiror or Merger Sub; provided, further, that any Event referred to in clauses (a), (b), (c), (d), (g), or (h) above may be taken into account in determining if a Company Material Adverse Effect has occurred to the extent it has a disproportionate effect on the business, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, relative to other companies in the industry in which the Company and its Subsidiaries conduct their respective operations.

"Company Option" means an option to purchase shares of Company Common Stock granted under the Company Incentive Plan or otherwise granted to an employee, director, independent contractor or other service provider of the Company outside of the Company Incentive Plan.

"Company Preferred Stock" means the shares of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series Seed Preferred Stock.

"Company Registered Intellectual Property" has the meaning specified in Section 4.20(a).

"Company RSU" means an award of restricted stock units with respect to Company Common Stock granted under the Company Incentive Plan or otherwise granted to a current or former employee, director, independent contractor or other service provider of the Company outside of the Company Incentive Plan.

"Company Series D Warrants" means warrants of the Company exercisable for Series D Preferred Stock.

"Company Share Reserve Amount" means that number of shares of Company Common Stock available for issuance in respect of Company Awards not yet granted under the Company Incentive Plan.

"Company Stockholder Approvals" means (A) the approval and adoption of this Agreement and the transactions contemplated hereby, including the Preferred Stock Conversion and the Merger, by the affirmative vote or written consent of at least (i) a majority of the voting power of the outstanding Company Capital Stock voting as a single class and on an as-converted basis and (ii) a majority of the outstanding shares of Company Preferred Stock, voting as a separate class, and (B) in the case of the

Preferred Stock Conversion, (i) with respect to the Series Seed Preferred Stock, the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock, the affirmative vote or written consent of the holders of at least a majority of the outstanding shares of Company Preferred Stock, voting as a separate class, including the Series C Investment Holders (as defined in the Company Charter) holding at least 10% of the outstanding shares of Series C Preferred Stock, voting as a separate class and (ii) with respect to the Series D Preferred Stock, the affirmative vote or written consent of the holders of at least a majority of the outstanding shares of Series D Preferred Stock, voting as a separate class, in accordance with the terms and subject to the conditions of the Company's Governing Documents and applicable Law.

"Company Stockholder Support Agreement" means that certain Stockholder Support Agreement, dated as of the date hereof, by and among each of the Requisite Company Stockholders, Acquiror and the Company, as amended or modified from time to time.

"Company Stockholders" means the holders of Company Common Stock.

"Company Transaction Expenses" means the out-of-pocket fees, costs, expenses, commissions or other amounts, incurred, paid or otherwise payable by the Company or any of its Subsidiaries (whether or not billed or accrued for) to the extent resulting from or in connection with the negotiation, documentation, preparation, execution or performance of this Agreement and consummation of the transactions contemplated hereby, including (i) all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, and (ii) all filing fees payable by the Company or any of its Subsidiaries to the Antitrust Authorities or other Governmental Authorities in connection with the transactions contemplated hereby; provided, however, that Company Transaction Expenses shall not include Transfer Taxes.

"Company Warrants" means the Company Common Warrants and Company Series D Warrants.

"Company Warrant Shares" means the shares of Company Common Stock issuable upon the cash exercise of Company Warrants, after giving effect to the Preferred Stock Conversion.

"Confidentiality Agreement" has the meaning specified in Section 11.10.

"Constituent Corporations" has the meaning specified in Section 2.1(a).

"Contracts" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders.

"Copyleft License" means any license that requires, as a condition of use, modification and/or distribution of software subject to such license, that other software incorporated into, derived from, combined with, used, linked to or distributed with such software subject to such license (i) in the case of software, be made available or distributed in a form other than binary (*e.g.*, source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that allow the Company's or any Subsidiary of the Company's products or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled or (iv) be redistributable at no license fee. Copyleft Licenses include the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Microsoft Reciprocal License, the Eclipse Public License and all Creative Commons "sharealike" licenses.

"COVID-19" means SARS CoV-2 or COVID-19, and any evolutions thereof.

"COVID-19 Measures" means any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, Governmental Order, Action, directive, guidelines or recommendations promulgated by any Governmental Authority that has jurisdiction over the Company or its Subsidiaries, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or response to COVID-19, including the Coronavirus Aid, Relief, and Economic Security Act and the Families First Coronavirus Response Act.

"D&O Indemnified Parties" has the meaning specified in Section 7.8.

"DGCL" has the meaning specified in the Recitals hereto.

"Disclosure Letter" means, as applicable, the Company Disclosure Letter or the Acquiror Disclosure Letter.

"Dissenting Shares" has the meaning specified in Section 3.7.

"Dollars" or "$" means lawful money of the United States.

"Domesticated Acquiror Common Stock" has the meaning specified in the Recitals hereto.

"Domesticated Acquiror Unit" has the meaning specific in the Recitals hereto.

"Domesticated Acquiror Warrant" has the meaning specified in the Recitals hereto.

"Domestication" has the meaning specified in the Recitals hereto.

"Earnout Period" means the time period between the Closing Date and the five-year anniversary of the Closing Date.

"Earnout Pro Rata Share" means, for each Eligible Company Equityholder, a percentage determined as (a) the total number held by such Eligible Company Equityholder of (i) shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (after giving effect to the Employee Transactions and Preferred Stock Conversion), *plus* (ii) shares of Company Common Stock subject to unexercised Company Options outstanding immediately prior to the Effective Time, whether or not exercisable at such time, *plus* (iii) shares of Company Common Stock subject to Company RSUs (that have not yet been settled with the applicable Company Common Stock, in cash, or other securities or property) immediately prior to the Effective Time, whether or not vested at such time, *plus* (iv) Company Warrant Shares pursuant to Company Warrants that have not yet been exercised as of immediately prior to the Effective Time, whether or not vested or exercisable at such time, *minus* (v) any Forfeited Shares with respect to such Eligible Company Equityholder as of the applicable date on which Earnout Shares are earned, *divided by* (b)(i) the Aggregate Fully Diluted Company Common Stock, *minus* (ii) the aggregate number of Forfeited Shares of all Eligible Company Equityholders as of the applicable date on which Earnout Shares are earned.

"Earnout Shares" has the meaning specified in Section 3.5(a).

"Earnout Triggering Event" means either of Earnout Triggering Event I or Earnout Triggering Event II.

"Earnout Triggering Event I" means the date on which the volume-weighted average trading sale price of one share of Domesticated Acquiror Common Stock quoted on the NYSE (or such other exchange on which the shares of Domesticated Acquiror Common Stock are then listed) is greater than or equal to $12.50 for any twenty (20) Trading Days within any thirty (30) consecutive Trading Day period within the Earnout Period.

"Earnout Triggering Event II" means the date on which the volume-weighted average trading sale price of one share of Domesticated Acquiror Common Stock quoted on the NYSE (or such other exchange on which the shares of Domesticated Acquiror Common Stock are then listed) is greater than or equal to $15.00 for any twenty (20) Trading Days within any thirty (30) consecutive Trading Day period within the Earnout Period.

"Effective Time" has the meaning specified in Section 2.3(b).

"Eligible Company Equityholder" means a holder, as of the time immediately prior to the Effective Time, of any (a) shares of Company Common Stock (after giving effect to the Preferred Stock Conversion and after consummation of the Employee Transactions), (b) unexercised Company Options, whether or not vested or exercisable, (c) Company RSUs that have not yet been settled with Company Common Stock, in cash, or other securities or property, whether or not vested or (d) Company Warrants.

"Employee Transactions" has the meaning specified in the Recitals hereto.

"Employee Transactions Value" means the aggregate Dollar amount paid or payable by the Company in the repurchase of Company Common Stock and cash settlement of Company Options pursuant to the Share Repurchase Agreements, in the amount set forth in Section 6.1(b)(iv) of the Company Disclosure Letter.

"Environmental Laws" means any and all applicable Laws relating to Hazardous Materials, pollution, or the protection or management of the environment or natural resources, or protection of human health (with respect to exposure to Hazardous Materials).

"Employee Stock Purchase Plan" has the meaning specified in Section 7.1(a).

"Equity Incentive Plan" has the meaning specified in Section 7.1(a).

"Equity Value" means $1,700,000,000 *minus* the Employee Transactions Value.

"ERISA" has the meaning specified in Section 4.12(a).

"ERISA Affiliate" means any Affiliate or business, whether or not incorporated, that together with the Company would be deemed to be a "single employer" within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Agent" has the meaning specified in Section 3.2(a).

"Exchange Ratio" means an amount equal to (a) the Equity Value *divided by* (b) $10.00, *divided by* (c) the sum of (i) the Aggregate Fully Diluted Company Common Stock and (ii) the Company Share Reserve Amount as of immediately prior to the Effective Time.

"Export Approvals" has the meaning specified in Section 4.26.

"Financial Derivative/Hedging Arrangement" means any transaction (including an agreement with respect thereto) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any combination of these transactions.

"Financial Statements" has the meaning specified in Section 4.7(a).

"Forfeited Shares" means, for each Eligible Company Equityholder, the number of shares of Company Common Stock relating to a Company Award that, following its conversion to an Acquiror RSU or Acquiror Option, as applicable, is forfeited pursuant to its terms prior to the time at which it becomes vested or exercisable.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Goodwin" has the meaning specified in Section 11.18(b).

"Goodwin Privileged Communications" has the meaning specified in Section 11.18(b).

"Goodwin Waiving Parties" has the meaning specified in Section 11.18(b).

"Goodwin WP Group" has the meaning specified in Section 11.18(b).

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation are its certificate of incorporation and by-laws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership, the "Governing Documents" of a limited liability company are its operating agreement and certificate of formation and the "Governing Documents" of an exempted company are its memorandum and articles of association.

"Governmental Approval" has the meaning specified in Section 4.5.

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

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Hazardous Material" means any (i) pollutant, contaminant, chemical, (ii) industrial, solid, liquid or gaseous toxic or hazardous substance, material or waste, (iii) petroleum or any fraction or product thereof, (iv) asbestos or asbestos-containing material, (v) polychlorinated biphenyl, (vi) chlorofluorocarbons, and (vii) other substance, material or waste, in each case, which are regulated under any Environmental Law or as to which liability may be imposed pursuant to Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to any Person, without duplication, any obligations (whether or not contingent) consisting of (a) the outstanding principal amount of and accrued and unpaid interest on, and other payment obligations for, borrowed money, or payment obligations issued or incurred in substitution or exchange for payment obligations for borrowed money, (b) amounts owing as deferred purchase price for property or services, including "earnout" payments, (c) payment obligations evidenced by any promissory note, bond, debenture, mortgage or other debt instrument or debt security, (d) contingent reimbursement obligations with respect to letters of credit, bankers' acceptance or similar facilities (in each case to the extent drawn), (e) payment obligations of a third party secured by (or for which the holder of such payment obligations has an existing right, contingent or otherwise, to be secured by) any Lien, other than a Permitted Lien, on assets or properties of such Person, whether or not the obligations secured thereby have been assumed, (f) obligations under capitalized leases, (g) obligations under any Financial Derivative/Hedging Arrangement, (h) any other indebtedness or obligation reflected or required to be reflected as indebtedness in a consolidated balance sheet, in accordance with GAAP, (i) guarantees, make-whole agreements, hold harmless agreements or other similar arrangements with respect to any amounts of a type described in clauses (a) through (h) above and (j) with respect to each of the foregoing, any unpaid interest, breakage costs, prepayment or redemption penalties or premiums, or other unpaid fees or obligations (including unreimbursed expenses or indemnification obligations for which a claim has been made); provided, however, that Indebtedness shall not include accounts payable to trade creditors that are not past due and accrued expenses arising in the ordinary course of business consistent with past practice.

"Independent Director" has the meaning specified in Section 7.6(a).

"Intellectual Property" means all intellectual property and industrial property rights of any kind or nature, throughout the world, including all U.S. and foreign: (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof ("Patents"); (ii) registered and unregistered trademarks, logos, symbols, service marks, trade dress and trade names, names, corporate names, slogans, pending applications therefor, together with the goodwill symbolized by or associated with any of the foregoing ("Trademarks"); (iii) registered and unregistered copyrights, and applications for registration of copyright, including rights in published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, software, source code, object code, compilations, databases, derivative works, literary works, maskworks, and sound recordings, and any associated rights ("Copyrights"); (iv) rights in trade secrets and all other confidential or proprietary information, including algorithms, customer lists, designs, programs, prototypes, systems, know-how, inventions, proprietary processes, formulae, models, and methodologies and techniques, and any rights associated therewith, including rights granted under the Uniform Trade Secrets Act or the Defend Trade Secrets Act ("Trade Secrets"); (v) internet domain names, hash tags and web addresses; (vi) rights of publicity, privacy, and rights to personal information; (vii) moral rights and rights of attribution and integrity; (viii) all rights in the foregoing and in other similar intangible assets; and (ix) all applications and registrations for the foregoing..

"Intended Tax Treatment" has the meaning specified in the Recitals hereto.

"International Trade Laws" means all Laws relating to the import, export, re-export, deemed export, deemed re-export, or transfer of information, data, goods, and technology, including but not limited to the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms Regulations administered by the United States Department of State, customs and import Laws administered by United States Customs and Border Protection, any other export or import controls administered by an agency of the United States government, the anti-boycott regulations administered by the United States Department of Commerce and the United States Department of the Treasury, and other Laws adopted by Governmental Authorities of other countries relating to the same subject matter as the United States Laws described above.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"IRS" means the Internal Revenue Service.

"JOBS Act" has the meaning specified in Section 5.6.

"Key Holders" means the Persons set forth on Section 1.1(a) of the Company Disclosure Letter.

"Law" means any statute, law, ordinance, rule, regulation, directive or Governmental Order, in each case, of any Governmental Authority.

"Leased Real Property" means all real property leased, licensed, subleased or otherwise used or occupied (except for Owned Land) by the Company or any of its Subsidiaries.

"Legal Proceedings" has the meaning specified in Section 4.9.

"Letter of Transmittal" has the meaning specified in Section 3.2(b).

"Lien" means all liens, mortgages, deeds of trust, pledges, hypothecations, encumbrances, security interests, options, leases, subleases, restrictions, claims or other liens of any kind whether consensual, statutory or otherwise.

"Listing Application" has the meaning specified in Section 7.3.

"Lock-Up Agreement" has the meaning specified in the Recitals hereto.

"Merger" has the meaning specified in the Recitals hereto.

"Merger Certificate" has the meaning specified in Section 2.1(a).

"Merger Sub" has the meaning specified in the Preamble hereto.

"Merger Sub Capital Stock" means the shares of the common stock, par value $0.0001 per share, of Merger Sub.

"Minimum Available Acquiror Cash Amount" has the meaning specified in Section 7.2.

"Multiemployer Plan" has the meaning specified in Section 4.12(c).

"NYSE" has the meaning specified in Section 5.6(b).

"Offer Documents" has the meaning specified in Section 8.2(a)(i).

"Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License. "Open Source Licenses" shall include Copyleft Licenses.

"Open Source Materials" means any software subject to an Open Source License.

"Owned Land" has the meaning specified in Section 4.19(b).

"Permits" means any approvals, authorizations, consents, licenses, registrations, permits or certificates of a Governmental Authority.

"Permitted Liens" means (i) mechanic's, materialmen's and similar Liens arising in the ordinary course of business with respect to any amounts (A) not yet due and payable or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with GAAP, (ii) Liens for Taxes (A) not yet due and payable or (B) which are being contested in good faith through appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP, (iii) defects or imperfections of title, easements, encroachments, covenants, rights-of-way and other similar charges or encumbrances that do not materially impair the value or materially interfere with the present use of the Leased Real Property, (iv) zoning, building, entitlement and other land use and environmental regulations promulgated by any Governmental Authority that do not materially interfere with the current use of, or materially impair the value of, the Leased Real Property, (v) nonexclusive licenses under Intellectual Property granted in the ordinary course of business and (vi) ordinary course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable.

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

"Personal Information Laws and Policies" has the meaning set forth in Section 4.21.

"PIPE Investment" means the purchase of shares of Domesticated Acquiror Common Stock pursuant to the Subscription Agreements.

"PIPE Investment Amount" means the aggregate gross purchase price for the shares in the PIPE Investment.

"PIPE Investors" means those certain investors participating in the PIPE Investment pursuant to the Subscription Agreements.

"Preferred Stock Conversion" has the meaning set forth in the Recitals hereto.

"Prospectus" has the meaning specified in Section 11.1.

"Proxy Statement" has the meaning specified in Section 8.2(a)(i).

"Proxy Statement/Registration Statement" has the meaning specified in Section 8.2(a)(i).

"Real Property Leases" has the meaning specified in Section 4.19(a)(iii).

"Registration Rights Agreement" has the meaning specified in the Recitals hereto.

"Registration Statement" means the Registration Statement on Form S-4, or other appropriate form, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by Acquiror under the Securities Act with respect to the Registration Statement Securities.

"Registration Statement Securities" has the meaning specified in Section 8.2(a)(i).

"Requisite Company Stockholders" means those stockholders of the Company listed on Section 1.1(b) of the Company Disclosure Letter.

"Sanctioned Country" means at any time, a country or territory which is itself the subject or target of any comprehensive Sanctions Laws (including, at the time of this Agreement, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means any Person that is the target of Sanctions Laws, including (i) any Person identified in any Sanctions Law-related list of designated Persons maintained by (a) the United States, including by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, Bureau of Industry and Security, or the U.S. Department of State; (b) Her Majesty's Treasury of the United Kingdom; (c) any committee of the United Nations Security Council; or (d) the European Union; (ii) any Person located, organized, or resident in, organized in, or a Governmental Authority or government instrumentality of, any Sanctioned Country; or (iii) any Person directly or indirectly owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii), either

individually or in the aggregate.

"Sanctions Laws" means any trade, economic or financial sanctions Laws administered, enacted or enforced from time to time by (i) the United States (including the Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), (ii) the European Union and enforced by its member states, (iii) the United Nations, or (iv) Her Majesty's Treasury of the United Kingdom.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Preferred Stock" means the Series A Preferred Stock, par value $0.00001 per share, of the Company.

"Series B Preferred Stock" means the Series B Preferred Stock, par value $0.00001 per share, of the Company.

"Series C Preferred Stock" means the Series C Preferred Stock, par value $0.00001 per share, of the Company.

"Series D Preferred Stock" means the Series D Preferred Stock, par value $0.00001 per share, of the Company.

"Series Seed Preferred Stock" means the Series Seed Preferred Stock, par value $0.00001 per share, of the Company.

"Share Repurchase Agreement" has the meaning specified in the Recitals hereto.

"Signing Filing" has the meaning specified in Section 11.12(c).

"Signing Press Release" has the meaning specified in Section 11.12(c).

"Software" means software, firmware and computer programs and applications (including source code, executable or object code, software architecture, software algorithms, data files, computerized databases, plugins, libraries, subroutines, tools and APIs) and related documentation.

"Sponsor" means A-star, a Cayman Islands limited liability company.

"Sponsor Support Agreement" means that certain Support Agreement, dated as of the date of this Agreement, by and among the Sponsor, certain individuals associated with the Sponsor, Acquiror and the Company, as amended or modified from time to time.

"Subscription Agreements" means the subscription agreements, entered into on or prior to the date hereof (as assigned or amended from time to time in accordance with their terms and this Agreement after the date of this Agreement), pursuant to which the PIPE Investment will be consummated.

"Subsidiary" means, with respect to a Person, a corporation or other entity of which more than 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person.

"Surviving Corporation" has the meaning specified in Section 2.1(b).

"Tax Return" means any return, declaration, report, statement, information statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any claims for refunds of Taxes, any information returns and any schedules, attachments, amendments or supplements of any of the foregoing.

"Taxes" means any and all federal, state, local, foreign or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, recapture, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, assessments, sales, use, transfer, registration, governmental charges, duties, levies and other similar charges, in each case to the extent in the nature of a tax, alternative or add-on minimum, or estimated taxes, and including any interest, penalty, or addition thereto.

"Terminating Acquiror Breach" has the meaning specified in Section 10.1(f).

"Terminating Company Breach" has the meaning specified in Section 10.1(d).

"Termination Date" has the meaning specified in Section 10.1(d).

"Title IV Plan" has the meaning specified in Section 4.12(c).

"Top Resellers" means the top five (5) resellers based on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020.

"Top Vendors" means the top ten (10) vendors based on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020.

"Trading Day" means any day on which shares of Domesticated Acquiror Common Stock are actually traded on the principal exchange or securities market on which such shares are then traded.

"Transaction Litigation" has the meaning specified in Section 8.6.

"Transaction Proposals" has the meaning specified in Section 8.2(b).

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

"Treasury Regulations" means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final, proposed or temporary form), as the same may be amended from time to time.

"Trust Account" has the meaning specified in Section 11.1.

"Trust Agreement" has the meaning specified in Section 5.10.

"Trustee" has the meaning specified in Section 5.10.

"Unaudited Financial Statements" has the meaning specified in Section 4.7(a).

"Unpaid Transaction Expenses" has the meaning specified in Section 2.4(c).

"Unvested Equity Award" has the meaning specified in Section 3.5(c).

"Warrant Agreement" means the Warrant Agreement, dated as of August 17, 2020, between Acquiror and Continental Stock Transfer & Trust Company.

"Working Capital Loans" means any loan made to Acquiror by any of the Sponsor, an Affiliate of the Sponsor or any of Acquiror's officers or directors, and evidenced by a promissory note, for the purpose of financing costs incurred in connection with a Business Combination.

Section 1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; (v) the word "including" shall mean "including, without limitation" and (vi) the word "or" shall be disjunctive but not exclusive.

(b) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) The term "actual fraud" means, with respect to a party to this Agreement, an actual and intentional fraud with respect to the making of the representations and warranties pursuant to Article IV or Article V (as applicable), provided, that such actual and intentional fraud of such Person shall only be deemed to exist if any of the individuals included on Section 1.3 of the Company Disclosure Letter (in the case of the Company) or Section 1.3 of the Acquiror Disclosure Letter (in the case of Acquiror) had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties made by such Person pursuant to, in the case of the Company, Article IV as qualified by the Company Disclosure Letter, or, in the case of Acquiror, Article V as qualified by the Acquiror Disclosure Letter, were actually breached when made, with the express intention that the other party to this Agreement rely thereon to its detriment.

Section 1.3 Knowledge. As used herein, (i) the phrase "to the knowledge" of the Company shall mean the knowledge of the individuals identified on Section 1.3 of the Company Disclosure Letter and (ii) the phrase "to the knowledge" of Acquiror shall mean the knowledge of the individuals identified on Section 1.3 of the Acquiror Disclosure Letter, in each case, as such individuals would have acquired in the exercise of a reasonable inquiry of direct reports.

ARTICLE II

THE MERGER; CLOSING

Section 2.1 The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and following the Domestication, Acquiror, Merger Sub and the Company (Merger Sub and the Company sometimes being referred to herein as the "Constituent Corporations") shall cause Merger Sub to be merged with and into the Company, with the Company being the surviving corporation in the Merger. The Merger shall be consummated in accordance with this Agreement and shall be evidenced by a certificate of merger with respect to the Merger (as so filed, the "Merger Certificate"), executed in accordance with the relevant provisions of the DGCL, such Merger to be effective as of the Effective Time.

(b) Upon consummation of the Merger, the separate corporate existence of Merger Sub shall cease and the Company, as the surviving corporation of the Merger (hereinafter referred to for the periods at and after the Effective Time as the "Surviving Corporation"), shall continue its corporate existence under the DGCL, as a wholly owned Subsidiary of Acquiror.

Section 2.2 Effects of the Merger. At and after the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to each such Constituent Corporation, on whatever account, shall become vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall become thereafter the property of the Surviving Corporation as they are of the Constituent Corporations; and the title to any real property vested by deed or otherwise or any other interest in real estate vested by any instrument or otherwise in either of such Constituent Corporations shall not revert or become in any way impaired by reason of the Merger; but all Liens upon any property of a Constituent Corporation shall thereafter attach to the Surviving Corporation and shall

be enforceable against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all of the foregoing in accordance with the applicable provisions of the DGCL.

Section 2.3 Closing; Effective Time.

(a) In accordance with the terms and subject to the conditions of this Agreement, the closing of the Merger (the "Closing") shall be effected by the exchange of signatures by electronic transmission, or, if such exchange is not practicable, shall take place at the offices of Cadwalader, Wickersham & Taft LLP, 200 Liberty Street, New York, NY 10281, at 10:00 a.m. (New York time) on the date which is two (2) Business Days after the first date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date".

(b) Subject to the satisfaction or waiver of all of the conditions set forth inArticle IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, on the Closing Date, Acquiror, Merger Sub, and the Company shall cause the Merger Certificate to be executed and duly submitted for filing with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL. The Merger shall become effective at the time when the Merger Certificate has been accepted for filing by the Secretary of State of the State of Delaware, or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Merger Certificate (the "Effective Time").

(c) For the avoidance of doubt, the Closing and the Effective Time shall not occur prior to the completion of the Domestication, the Preferred Stock Conversion and the Employee Transactions.

Section 2.4 Closing Deliverables.

(a) At the Closing, the Company will deliver or cause to be delivered:

(i) to Acquiror, a certificate signed by an executive officer of the Company, dated as of the Closing Date, certifying that the conditions specified in Section 9.2(a) and Section 9.2(b) have been fulfilled;

(ii) to Acquiror, the written resignations of all of the directors of the Company (other than those Persons identified as the initial directors of the Surviving Corporation, in accordance with the provisions of Section 2.6 and Section 7.6), effective as of the Effective Time;

(iii) to Acquiror, the Registration Rights Agreement, duly executed by each Company Stockholder party thereto;

(iv) to Acquiror, the Lock-Up Agreement, duly executed by the Key Holders; and

(v) to Acquiror, a duly executed certificate on behalf of the Company, prepared in a manner consistent and in accordance with the requirements of Treasury Regulations Sections 1.897-2(g), (h) and 1.1445-2(c)(3) and dated as of the Closing Date, certifying that no interest in the Company is, or has been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "U.S. real property interest" within the meaning of Section 897(c) of the Code, and a form of notice to the Internal Revenue Service prepared in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2).

(b) At the Closing, Acquiror will deliver or cause to be delivered:

(i) to the Exchange Agent, the Aggregate Merger Consideration for further distribution to the Company's stockholders pursuant toSection 3.2;

(ii)to the Company, a certificate signed by an executive officer of Acquiror, dated as of the Closing Date, certifying that the conditions specified in Section 9.3(a) and Section 9.3(b) have been fulfilled;

(iii) to the Company, the Registration Rights Agreement, duly executed by a duly authorized representative of Acquiror;

(iv) to the Company, the Lock-Up Agreement, duly executed by a duly authorized representative of Acquiror;

(v)to the Company, the written resignations of all of the directors and officers of Acquiror and Merger Sub (other than those Persons identified as the initial directors of Acquiror after the Effective Time, in accordance with the provisions of Section 2.6 and Section 7.6), effective as of the Effective Time.

(c)On the Closing Date, concurrently with the Effective Time, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds, (i) all accrued Acquiror Transaction Expenses as set forth on a written statement to be delivered to the Company not less than three (3) Business Days prior to the Closing Date, and (ii) all accrued and unpaid Company Transaction Expenses ("Unpaid Transaction Expenses") as set forth on a written statement to be delivered to Acquiror by or on behalf of the Company not less than three (3) Business Days prior to the Closing Date, which shall include the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices for the foregoing and, if reasonably required by the Trustee, the certified Taxpayer Identification Numbers, of each payee; provided, that any Unpaid Transaction Expenses due to current or former employees, independent contractors, officers, or directors of the Company or any of its Subsidiaries shall be paid to the Company for further payment to such employee, independent contractor, officer or director through the Company's payroll.

(d)Immediately prior to the Closing, the Company and the Company Stockholders party thereto shall enter into the Employee Transactions pursuant to the Share Repurchase Agreements.

Section 2.5 Governing Documents.

(a) The certificate of incorporation and bylaws of Merger Sub in effect immediately prior to the Effective Time shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided therein and under the DGCL.

(b)The certificate of incorporation and bylaws of Acquiror as of immediately prior to the Effective Time (which shall be in substantially the form attached as Exhibits A and B hereto (with such changes as may be agreed in writing by Acquiror and the Company) upon effectiveness of the Domestication), shall be the certificate of incorporation and bylaws of Acquiror from and after the Effective Time, until thereafter amended as provided therein and under the DGCL.

Section 2.6 Directors and Officers.

(a) The directors and officers of the Company, as of immediately prior to the Effective Time, shall be the initial directors and officers of the Surviving Corporation from and after the Effective Time, each to hold office in accordance with the Governing Documents of the Surviving Corporation until such director's or officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(b) From and after the Effective Time, the Persons identified as the directors and officers of Acquiror after the Effective Time, in accordance with the provisions of Section 7.6, shall be the directors and officers (and in the case of such officers, holding such positions as set forth on Section 2.6 of the Company Disclosure Letter), respectively, of Acquiror, each to hold office in accordance with the Governing Documents of Acquiror until such director's or officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

Section 2.7 Tax Free Reorganization Matters. The parties hereto intend that, for United States federal income tax purposes, the Domestication shall constitute a transaction treated as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code and Acquiror shall (and shall cause its respective Affiliates to) use reasonable best efforts to cause it to so qualify. The parties hereto intend that, for United States federal income tax purposes, the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations to which each of Acquiror and the Company are to be parties under Section 368(b) of the Code and the Treasury Regulations and this Agreement is intended to be, and is adopted as, a plan of reorganization for purposes of Sections 354, 361 and the 368 of the Code and within the meaning of Treasury Regulations Section 1.368-2(g). None of the parties knows of any fact or circumstance (without conducting independent inquiry or diligence of the other relevant party), or has taken or will take any action, if such fact, circumstance or action would be reasonably expected to cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code and the Treasury Regulations. The Domestication and the Merger shall, in each case, be reported by the parties for all Tax purposes in accordance with the foregoing, unless otherwise required pursuant to a "determination" that is final within the meaning of Section 1313(a) of the Code. The parties hereto shall cooperate with each other and their respective counsel to document and support the Intended Tax Treatment. In the event that the SEC requests or requires a tax opinion with respect to the Intended Tax Treatment, each party hereto shall use reasonable efforts to execute and deliver customary tax representation letters to the applicable tax advisor (or advisors) in form and substance reasonably satisfactory to the advisor (or advisors) delivering such opinion and the party delivering such tax representation letter.

ARTICLE III

EFFECTS OF THE MERGER ON THE COMPANY CAPITAL STOCK AND EQUITY AWARDS

Section 3.1 Conversion of Securities.

(a) Immediately prior to the Effective Time, the Company shall (i) effect the Preferred Stock Conversion by causing each share of Company Preferred Stock that is issued and outstanding immediately prior to the Effective Time to be automatically converted into one share of Company Common Stock and (ii) cause the Employee Transactions to be effected.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company Common Stock (other than (x) any shares of Company Common Stock subject to Company Options or Company RSUs (which shall be subject to Section 3.3), (y) any shares of Company Common Stock held in the treasury of the Company, which treasury shares shall be canceled as part of the Merger and shall not constitute "Company Common Stock" hereunder and (z) any shares of Company Common Stock held by stockholders of the Company who have perfected and not withdrawn a demand for appraisal rights pursuant to the applicable provisions of the DGCL), each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time (after taking into account the Preferred Stock Conversion and the Employee Transactions) shall be canceled and converted into the right to receive a number of shares of Domesticated Acquiror Common Stock equal to the product of one share of Company Common Stock *multiplied by* the Exchange Ratio (the aggregate number of shares of Domesticated Acquiror Common Stock into which the Company Common Stock is converted pursuant to this Section 3.1(b), the "Aggregate Merger Consideration").

(c) At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror or Merger Sub, each share of Merger Sub Capital Stock shall be converted into a share of common stock, par value $0.0001, of the Surviving Corporation.

(d) Notwithstanding anything in this Agreement to the contrary, no fractional shares of Domesticated Acquiror Common Stock shall be issued in the Merger. In lieu of any fractional shares of Domesticated Acquiror Common Stock to which each holder of Company Common Stock would otherwise be entitled in the Merger, the Exchange Agent (as defined below) shall round up or down to the nearest whole share of Domesticated Acquiror Common Stock, with any fractional amount of 0.5 or higher being rounded up. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

(e) If, between the date of this Agreement and the Closing, the outstanding shares of Company Common Stock, Company Preferred Stock or Acquiror Ordinary Shares shall have been changed into a different number of shares or a different class or series, by reason of any stock dividend, subdivision, reclassification, recapitalization, split, change, share subdivision, share consolidation, combination or exchange of shares, or any similar event shall have occurred, then any number, value (including dollar value) or amount contained herein which is based upon the number of shares of Company Common Stock, Company Preferred Stock or Acquiror Ordinary Shares will be appropriately adjusted to provide to the holders of Company Common Stock, Company Preferred Stock and Acquiror Ordinary Shares the same economic effect as contemplated by this Agreement; provided, however, that this Section 3.1(e) shall not be construed to permit Acquiror, the Company or Merger Sub to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

Section 3.2 Exchange Procedures.

(a) Prior to the Closing, Acquiror shall appoint an exchange agent (the "Exchange Agent"), reasonably acceptable to the Company, to act as the agent for the purpose of delivering the Aggregate Merger Consideration to the Company's stockholders. At or before the Effective Time, Acquiror shall deposit with the Exchange Agent the number of shares of Domesticated Acquiror Common Stock equal to the Aggregate Merger Consideration.

(b)As promptly as reasonably practicable after the Effective Time, Acquiror shall send or shall cause the Exchange Agent to send, to each record holder of shares of Company Common Stock as of immediately prior to the Effective Time, whose Company Common Stock was converted pursuant to Section 3.1(b) into the right to receive a portion of the Aggregate Merger Consideration, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and the risk of loss and title shall pass, only upon proper transfer of each share to the Exchange Agent, and which letter of transmittal will be in customary form and have such other provisions as Acquiror may reasonably specify) for use in such exchange (each, a "Letter of Transmittal").

(c)Each holder of shares of Company Common Stock that have been converted into the right to receive a portion of the Aggregate Merger Consideration, as applicable, pursuant to Section 3.1(b), shall be entitled to receive such portion of the Aggregate Merger Consideration upon receipt of an "agent's message" by the Exchange Agent (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request), together with a duly completed and validly executed Letter of Transmittal and such other documents as may reasonably be requested by the Exchange Agent. No interest shall be paid or accrued upon the transfer of any share.

(d)Promptly following the date that is one (1) year after the Effective Time, Acquiror shall instruct the Exchange Agent to deliver to Acquiror all documents in its possession relating to the transactions contemplated hereby, and the Exchange Agent's duties shall terminate. Thereafter, any portion of the Aggregate Merger Consideration that remains unclaimed shall be returned to Acquiror, and any Person that was a holder of shares of Company Common Stock as of immediately prior to the Effective Time that has not exchanged such shares of Company Common Stock for an applicable portion of the Aggregate Merger Consideration in accordance with this Section 3.2 prior to the date that is one (1) year after the Effective Time, may transfer such shares of Company Common Stock to Acquiror and (subject to applicable abandoned property, escheat and similar Laws) receive in consideration therefor, and Acquiror shall promptly deliver, such applicable portion of the Aggregate Merger Consideration without any interest thereupon. None of Acquiror, Merger Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any of the Aggregate Merger Consideration delivered to a public official pursuant to and in accordance with any applicable abandoned property, escheat or similar Laws. If any such shares shall not have been transferred immediately prior to such date on which any amounts payable pursuant to this Article III would otherwise escheat to or become the property of any Governmental Authority, any such amounts shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

Section 3.3 Treatment of Company Options and Company RSUs.

(a) As of the Effective Time, each Company Option that is outstanding immediately prior to the Effective Time shall be cancelled and converted into the right to receive an option under the Equity Incentive Plan relating to shares of Domesticated Acquiror Common Stock, with such option having substantially the same terms and conditions as were applicable to such Company Option under the Company Incentive Plan or the applicable award agreement, as in effect immediately prior to the Effective Time, including with respect to vesting and termination-related provisions (each, an "Acquiror Option") except that (a) such Acquiror Option shall relate to that whole number of shares of Domesticated Acquiror Common Stock (rounded down to the nearest whole share) equal to the number of shares of Company Common Stock subject to such Company Option, *multiplied by* the Exchange Ratio, and (b) the exercise price per share for each such Acquiror Option shall be equal to the exercise price per share of such Company Option in effect immediately prior to the Effective Time, *divided by* the Exchange Ratio (the exercise price per share, as so determined, being rounded up to the nearest full cent); provided, however, that the conversion of the Company Options will be made in a manner consistent with Treasury Regulation Section 1.424-1, such that such conversion will not constitute a "modification" of such Company Options for purposes of Section 409A or Section 424 of the Code.

(b) As of the Effective Time, each Company RSU that is outstanding immediately prior to the Effective Time shall be cancelled and converted into the right to receive an award of restricted stock units under the Equity Incentive Plan relating to Domesticated Acquiror Common Stock, with such award of restricted stock units having substantially the same terms and conditions as were applicable to such Company RSU under the Company Incentive Plan or applicable award agreement, as in effect immediately prior to the Effective Time, including with respect to vesting and termination-related provisions (each, an "Acquiror RSU"), except that such Acquiror RSU shall relate to such number of shares of Domesticated Acquiror Common Stock as is equal to the product of (i) the number of shares of Company Common Stock subject to such Company RSU immediately prior to the Effective Time, *multiplied by* (ii) the Exchange Ratio, with any fractional shares rounded down to the nearest whole share.

(c) The Company shall take all necessary actions to (i) effect the treatment of Company Options and Company RSUs pursuant toSections 3.3(a) and 3.3(b) in accordance with the Company Incentive Plan and the applicable award agreements, and (ii) terminate the Company Incentive Plan and the shares reserved thereunder as of the Effective Time.

Section 3.4 Allocation Schedule. No later than five (5) Business Days prior to the Closing Date, the Company shall deliver to Acquiror an allocation schedule (the "Allocation Schedule") setting forth (a) the number of shares of Company Common Stock held by each Company Stockholder (after giving effect to the Preferred Stock Conversion and the Employee Transactions), the number of shares of Company Common Stock subject to each Company Option held by each holder thereof, as well as whether each such Company Option will be an Unvested Equity Award (as defined below) as of immediately prior to the Effective Time, and, in the case of the Company Options, the exercise price thereof, as well as reasonably detailed calculations with respect to the components and subcomponents thereof and (b) the portion of the Aggregate Merger Consideration allocated to each Eligible Company Equityholder pursuant to Section 3.1(b), as well as reasonably detailed calculations with respect to the component and subcomponents thereof. The Company will review any comments to the Allocation Schedule provided by Acquiror and consider in good faith and incorporate any reasonable comments proposed by Acquiror to correct inaccuracies.

Section 3.5 Earnout.

(a) During the Earnout Period, as additional consideration for the Merger and the other transactions contemplated hereby, promptly (but in any event within ten (10) Business Days) after the occurrence of each Earnout Triggering Event, Acquiror shall issue or cause to be issued to each Eligible Company Equityholder (in accordance with his, her or its respective Earnout Pro Rata Share) shares of Domesticated Acquiror Common Stock (the "Earnout Shares"), upon the terms and subject to the conditions set forth in this Agreement:

(i) Upon the occurrence of Earnout Triggering Event I, a one-time issuance of an aggregate of 8,000,000 Earnout Shares; and

(ii) Upon the occurrence of Earnout Triggering Event II, a one-time issuance of an aggregate of 6,666,667 Earnout Shares.

(b) For the avoidance of doubt, the Eligible Company Equityholders shall 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 Eligible Company Equityholders be entitled to receive more than an aggregate of 14,666,667 Earnout Shares; provided, further, that Earnout Triggering Event I and Earnout Triggering Event II may be achieved at the same time or over the same overlapping Trading Days.

(c) Notwithstanding anything in this Section 3.5 to the contrary, to the extent that any portion of the Earnout Shares that would otherwise be issuable to an Eligible Company Equityholder hereunder relates to an Acquiror Option or Acquiror RSU that was converted from a Company Option or Company RSU (as the case may

be) that is not yet exercisable or remains unvested, as applicable (an "Unvested Equity Award"), as of the date that the applicable Earnout Triggering Event occurs, then in lieu of issuing such Earnout Shares, Acquiror shall instead issue to each holder of an Unvested Equity Award, as soon as practicable following the later of (i) the occurrence of the applicable Earnout Triggering Event and (ii) Acquiror's filing of an appropriate Registration Statement for such Acquiror RSUs, an award of Acquiror RSUs for that number of shares of Domesticated Acquiror Common Stock such holder would have otherwise received if such Unvested Equity Award(s) had been vested (such Acquiror RSUs, "Earnout RSUs"). Such Earnout RSUs shall be subject to the same vesting conditions as applicable to such Unvested Equity Award. All Earnout RSUs issued hereunder shall be issued under and pursuant to the terms of the Equity Incentive Plan, and the Earnout RSU Share Reserve (as defined in the Equity Incentive Plan), for purposes of clarity, shall not reduce the Share Reserve (as defined in the Equity Incentive Plan) under the Equity Incentive Plan.

(d) Notwithstanding anything to the contrary herein, upon the forfeiture of any Unvested Equity Awards in accordance with their terms, such Eligible Company Equityholder's right to receive any Earnout Shares or Earnout RSUs in respect of such Unvested Equity Award shall immediately terminate.

(e)If, during the Earnout Period, there is a Change of Control, any Earnout Shares not previously issued pursuant to Section 3.5(a) shall be issued to each Eligible Company Equityholder (in accordance with his, her or its respective Earnout Pro Rata Share), and thereafter, this Section 3.5 shall terminate and no Earnout Shares shall be issuable hereunder.

(f)If, during the Earnout Period, (i) any liquidation, dissolution or winding up of Acquiror is initiated, (ii) any bankruptcy, dissolution or liquidation proceeding is instituted by or against Acquiror or (iii) Acquiror makes an assignment for the benefit of creditors or consents to the appointment of a custodian, receiver or trustee for all or a substantial part of its assets or properties, any Earnout Shares not previously issued pursuant to Section 3.5(a) shall be issued to each Eligible Company Equityholder (in accordance with his, her or its respective Earnout Pro Rata Share).

(g) The Earnout Share price targets set forth in the definitions of Earnout Triggering Event I and Earnout Triggering Event II, and the number of Earnout Shares issuable in each event, as provided in this Section 3.5, shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated Acquiror Common Stock occurring on or after the Closing (other than the conversion of the Acquiror Ordinary Shares into Domesticated Acquiror Common Stock at the Closing).

(h) No fractional Earnout Shares shall be issued pursuant to this Section 3.5. In lieu of any fractional Earnout Shares to which an Eligible Company Equityholder would otherwise be entitled, such amount of shares shall be rounded down to the nearest whole share. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

Section 3.6 Withholding. Notwithstanding any other provision of this Agreement, Acquiror, the Company and the Exchange Agent, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement any such Taxes as may be required to be deducted and withheld from such amounts under the Code or any other applicable Law (as reasonably determined by Acquiror, the Company, or the Exchange Agent, respectively). To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made and paid to the applicable Governmental Authority. Prior to Acquiror, the Company or the Exchange Agent making any deduction or withholding determined to be required under applicable Law, the parties hereto shall cooperate in good faith to eliminate or reduce any such deduction or withholding (including through the request and provision of any statements, forms or other documents to reduce or eliminate any such deduction or withholding).

Section 3.7 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised appraisal rights of such shares in accordance with Section 262 of the DGCL (such shares of Company Common Stock being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise waives, withdraws, or loses such holder's appraisal rights under the DGCL) shall not be converted into a right to receive a portion of the Aggregate Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; provided, however, that if, after the Effective Time, such holder fails to perfect, waives, withdraws, or loses such holder's right to appraisal pursuant to Section 262 of the DGCL, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, such shares of Company Common Stock shall be treated as if they had been converted as of the Effective Time into the right to receive a portion of the Aggregate Merger Consideration in accordance with Section 3.1 without interest thereon, upon transfer of such shares. The Company shall provide Acquiror prompt written notice of any demands received by the Company for appraisal of shares of Company Common Stock, any waiver or withdrawal of any such demand, and any other demand, notice, or instrument delivered to the Company prior to the Effective Time that relates to such demand. Except with the prior written consent of (i) Acquiror (which shall not be unreasonably conditioned, withheld, delayed or denied), the Company shall not make any payment with respect to, or settle, any such demands, and (ii) the Company (which shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror and Acquiror's Affiliates (including their respective officers, directors, employees or shareholders) shall not make any payment with respect to, or settle or compromise, any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure letter delivered to Acquiror and Merger Sub by the Company on the date of this Agreement (the "Company Disclosure Letter") (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article IV), the Company represents and warrants to Acquiror and Merger Sub as follows:

Section 4.1 Company Organization. The Company has been duly formed or organized and is validly existing under the Laws of its jurisdiction of incorporation or organization, and has the requisite company or corporate power, as applicable, and authority to own, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The Governing Documents of the Company, as amended to the date of this Agreement and as previously made available by or on behalf of the Company to Acquiror, are true, correct and complete. The Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.2 Subsidiaries.

(a) A complete list of each Subsidiary of the Company and its jurisdiction of incorporation, formation or organization, as applicable, is set forth on Section 4.2 of the Company Disclosure Letter. The Subsidiaries of the Company have been duly formed or organized and are validly existing under the Laws of their jurisdiction of incorporation or organization and have the requisite power and authority to own, lease or operate all of their respective properties and assets and to conduct their respective businesses as they are now being conducted. True, correct and complete copies of the Governing Documents of the Company's Subsidiaries, in each case, as amended to the date of this Agreement, have been previously made available to Acquiror by or on behalf of the Company. Each Subsidiary of the Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not have, or would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company owns of record and beneficially all the issued and outstanding shares of capital stock or equity interests of its Subsidiaries free and clear of any Liens other than Permitted Liens. Other than as set forth on Section 4.2 of the Company Disclosure Letter, the Company does not own or have, and has not owned or had, any ownership interest in any other Person, and has no agreement or obligation to invest in any other Person.

Section 4.3 Due Authorization.

(a)Other than the Company Stockholder Approvals, the Company has all requisite company or corporate power, as applicable, and authority to execute and deliver this Agreement and the other documents to which it is a party contemplated hereby and (subject to the approvals described in Section 4.5) to consummate the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other documents to which the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by the Board of Directors of the Company, and no other company or corporate proceeding other than the Company Stockholder Approvals on the part of the Company is necessary to authorize this Agreement and the other documents to which the Company is a party contemplated hereby. This Agreement has been, and on or prior to the Closing and upon execution by the Company, such other documents to which the Company is a party contemplated hereby will be, duly and validly executed and delivered by the Company and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, and on or prior to the Closing, the other documents to which the Company is a party contemplated hereby will constitute, assuming the due authorization, execution and delivery by the other parties thereto, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) On or prior to the date of this Agreement, the Board of Directors of the Company has duly adopted resolutions (i) determining that this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including the Merger) are advisable and fair to, and in the best interests of, the Company and the Company's stockholders, (ii) approving this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including the Merger) and (iii) approving the performance of this Agreement and the Ancillary Agreements by the Company. No other corporate action is required on the part of the Company or any of its stockholders to enter into this Agreement or the documents to which the Company is a party contemplated hereby or to approve the Merger other than the Company Stockholder Approvals.

Section 4.4 No Conflict. Subject to the receipt of the Governmental Approvals set forth inSection 4.5 and except as set forth on Section 4.4 of the Company Disclosure Letter, the execution and delivery by the Company of this Agreement and the documents to which the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of, or default under the Governing Documents of the Company, (b) violate or conflict with any provision of, or result in the breach of, or default under any Law, Permit or Governmental Order applicable to the Company or any of the Company's Subsidiaries, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract of the type described in Section 4.11 to which the Company or any of the Company's Subsidiaries is a party or by which the Company or any of the Company's Subsidiaries may be bound, or terminate or result in the termination of any such foregoing Contract or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any of the Company's Subsidiaries, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the Company to enter into and perform its obligations under this Agreement or (ii) have a material adverse effect on the Company and its Subsidiaries, taken as a whole.

Section 4.5 Governmental Authorities; Approvals. Assuming the accuracy and completeness of the representations and warranties of Acquiror contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority (each, a "Governmental Approval") is required on the part of the Company or its Subsidiaries, or on the part of Acquiror as a result of any Permit held (or required to be held) by the Company or its Subsidiaries, with respect to the execution or delivery of this Agreement or any of the documents to which the Company is a party contemplated hereby or the consummation of the transactions contemplated thereby, except for (i) applicable requirements of the Exchange Act, Securities Act, state securities or "blue sky" laws and the HSR Act and (ii) any Governmental Approvals required on the part of the Company or its Subsidiaries, the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to perform or comply with, on a timely basis, any material obligation of the Company under this Agreement or the Ancillary Agreements, to consummate the transactions contemplated hereby or thereby, or to conduct the business of the Company and its Subsidiaries as currently conducted in all material respects; and (iii) the filing of the Merger Certificate in accordance with the DGCL.

Section 4.6 Capitalization of the Company.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of 296,719,184 total shares, each with a par value of $0.00001 per share, comprised of: (i) 183,300,000 shares of Company Common Stock, of which 41,431,068 shares are issued and outstanding as of the date of this Agreement and (ii) 113,419,184 shares of Company Preferred Stock, of which (A) 28,725,920 shares have been designated Series A Preferred Stock, 28,725,920 of which are issued and outstanding as of the date of this Agreement, (B) 34,391,480 shares have been designated Series B Preferred Stock, 34,391,480 of which are issued and outstanding as of the date of this Agreement, (C) 14,468,290 shares have been designated Series C Preferred Stock, 14,468,290 of which are issued and outstanding as of the date of this Agreement, (D) 17,599,646 shares have been designated Series D Preferred Stock, 17,305,052 of which are issued and outstanding as of the date of this Agreement and (E) 18,233,848 shares have been designated Series Seed Preferred Stock, 17,918,211 of which are issued and outstanding as of the date of this Agreement. All of the issued and outstanding shares of Company Capital Stock (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the Company and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company or any Contract to which the Company is a party or otherwise bound; and (iv) are free and clear of any Liens other than Permitted Liens.

(b) As of the date of this Agreement, (i) Company Options to purchase 19,134,645 shares of Company Common Stock, (ii) Company RSUs with respect to 0 shares of Company Common Stock, (iii) Company Common Warrants to purchase 190,000 shares of Company Common Stock, and (iv) Company Series D Warrants to purchase 294,594 shares of Series D Preferred Stock are outstanding, and the Company Share Reserve Amount is equal to 4,666,449. The Company has provided to Acquiror, prior to the date of this Agreement, a true and complete list of each holder of a Company Award, including the type of Company Award, the number of shares of Company Common Stock subject thereto, vesting schedule and, if applicable, the exercise price thereof. All Company Options and Company RSUs are evidenced by award agreements in substantially the forms previously made available to Acquiror, and no Company Option or Company RSU is subject to terms that are materially different from those set forth in such forms. Each Company Option and each Company RSU was validly issued and either properly approved by, or issued pursuant to a Company Option properly approved by, the Board of Directors of the Company (or appropriate committee thereof). The Company has provided to Acquiror, prior to the date of this Agreement, a complete list of holders of Company Warrants and has provided all warrant agreements pursuant to which there are Company Warrants outstanding.

(c) As of the date of this Agreement, except as set forth on Section 4.6(c) of the Company Disclosure Letter, the Company has not granted any outstanding subscriptions, options, stock appreciation rights, warrants, rights or other securities (including debt securities) convertible into or exchangeable or exercisable for shares of Company Capital Stock, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or the obligation to repurchase or redeem shares or other equity interests of the Company or the value of which is determined by reference to shares or other equity interests of the Company. There are no voting trusts, proxies or agreements of any kind which may obligate the Company to issue, purchase, register for sale, redeem or otherwise acquire any shares of Company Capital Stock. There are no bonds, debentures or other indebtedness having the right to vote (or which are exercisable or exchangeable for, or convertible or redeemable into, securities having the right to vote) on any matter on which the Company Stockholders may vote. Except as set forth on Section 4.6(c) of the Company Disclosure Letter, the Company is not party to any stockholder agreement, voting agreement, registration rights agreement or similar agreement relating to its equity interests.

Section 4.7 Financial Statements.

(a) Attached as Section 4.7(a) of the Company Disclosure Letter are:

(i) true and complete copies of the audited consolidated balance sheets and statements of operations and comprehensive loss, cash flows, and stockholders' equity of the Company and its Subsidiaries as of and for the years ended December 31, 2019 and December 31, 2018, together with the auditor's reports thereon (the "Audited Financial Statements"); and

(ii)true and complete copies of the unaudited condensed consolidated balance sheet and statement operations and comprehensive loss, cash flows and stockholders' equity of the Company and its Subsidiaries as of and for the nine-month period ended September 30, 2020 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements").

(b)Except as set forth on Section 4.7(b) of the Company Disclosure Letter, the Audited Financial Statements, the Unaudited Financial Statements and the 2020 Audited Financial Statements, when delivered pursuant to Section 6.3, in each case, (i) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations, their consolidated incomes, their consolidated changes in stockholders' equity and their consolidated cash flows for the respective periods then ended (subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and the absence of footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and, in the case of the Unaudited Financial Statements, the absence of footnotes or the inclusion of limited footnotes), (iii) were prepared from, and are in accordance in all material respects with, the books and records of the Company and its consolidated Subsidiaries and (iv) when delivered by the Company for inclusion in the Registration Statement for filing with the SEC following the date of this Agreement, will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof.

(c) Neither the Company (including, to the knowledge of the Company, any employee thereof) nor any independent auditor of the Company has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company, (ii) any fraud, whether or not material, that involves the Company's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company or (iii) any written claim or allegation regarding any of the foregoing.

Section 4.8 Undisclosed Liabilities. Except as set forth on Section 4.8 of the Company Disclosure Letter, there is no other material liability, Indebtedness or obligation of, or claim or judgment against, the Company or any of the Company's Subsidiaries (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due) required by GAAP to be included on a consolidated balance sheet of the Company and its Subsidiaries, except for liabilities, Indebtedness, obligations, claims or judgments (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of business, consistent with past practice, of the Company and its Subsidiaries or (c) that that have arisen in connection with the authorization, negotiation, execution or performance of this Agreement or the transactions contemplated hereby, and will be disclosed or otherwise taken into account in the notice of Unpaid Transaction Expenses to be delivered to Acquiror by the Company pursuant to Section 2.4(c).

Section 4.9 Litigation and Proceedings. In each case except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole or except as set forth on Section 4.9 of the Company Disclosure Letter, as of the date hereof (a) there are no pending or, to the knowledge of the Company, threatened, Actions, or other proceedings at law or in equity (collectively, "Legal Proceedings"), against or brought by the Company or any of the Company's Subsidiaries or their respective properties or assets or, to the knowledge of the Company, any of their respective directors, managers, officers or employees (in their capacity as such) and (b) there is no outstanding Governmental Order imposed upon the Company or any of the Company's Subsidiaries, nor are any properties or assets of the Company or any of the Company's Subsidiaries' respective businesses bound or subject to, any Governmental Order.

Section 4.10 Legal Compliance.

(a)Each of the Company and its Subsidiaries is, and for the prior three (3) years has been, in compliance in all material respects with all applicable Laws.

(b) The Company and its Subsidiaries maintain a program of policies, procedures, and internal controls reasonably designed and implemented to ensure compliance with applicable Laws.

(c) For the past three (3) years, neither the Company nor any of its Subsidiaries has received any written notice of, or been charged with, the violation of any Laws, except where such violation has not been, and would not reasonably be expected to be, material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.11 Contracts; No Defaults.

(a)Section 4.11(a) of the Company Disclosure Letter contains a listing of all Contracts described in subsections (i) through (xiv) below to which, as of the date of this Agreement, the Company or any of the Company's Subsidiaries is a party or by which they are bound. True, correct and complete copies of the Contracts listed on Section 4.11(a) of the Company Disclosure Letter have previously been delivered to or made available to Acquiror or its agents or representatives, together with all amendments thereto.

(i) Any Contract with any of the Top Resellers or Top Vendors (other than sale orders, purchase orders, invoices, or statements of work entered into or used in the ordinary course of business consistent with past practice);

(ii)all Contracts with third party manufacturers and suppliers for the manufacture and supply of products providing for minimum order quantities, minimum purchase requirements or exclusive supply, manufacturing or purchase requirements with a total annual payment or financial commitment exceeding $5,000,000 on an annual basis;

(iii)Each note, debenture, other evidence of Indebtedness, guarantee, loan, credit or financing agreement or instrument or other Contract for money borrowed by the Company or any of the Company's Subsidiaries, including any agreement or commitment for future loans, credit or financing;

(iv)Each Contract for the acquisition of any Person or any business unit thereof or the disposition of any material assets of the Company or any of its Subsidiaries in the last two (2) years;

(v) Each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract that provides for the ownership of, leasing of, title to, use of, or any leasehold or other interest in any real or personal property;

(vi)Each Contract involving the formation of a (A) joint venture, (B) partnership, or (C) limited liability company (excluding, in the case of clauses (B) and (C), any wholly owned Subsidiary of the Company);

(vii)Contracts (other than employment agreements or offer letters, employee confidentiality and invention assignment agreements, equity or incentive equity documents and Governing Documents) between the (x) Company and its Subsidiaries, on the one hand, and (y) Affiliates of the Company or any of the Company's Subsidiaries (other than the Company or any of the Company's Subsidiaries), the officers and managers (or equivalents) of the Company or any of the Company's Subsidiaries, the members or stockholders of the Company or any of the Company's Subsidiaries, any employee of the Company or any of the Company's Subsidiaries or an Affiliate or a member of the immediate family of the foregoing Persons, on the other hand (collectively, "Affiliate Agreements");

(viii)Contracts with any employee or consultant of the Company or any of the Company's Subsidiaries that provide for change in control, retention or similar payments or benefits contingent upon, accelerated by or triggered by the consummation of the transactions contemplated hereby;

(ix)all such Contracts that contain any covenant limiting or prohibiting the right of the Company (A) to engage in any line of business or conduct business in any geographic area, (B) to distribute or offer any of its products or services, (C) to compete with any other Person in any line of business or in any geographic area or levying a fine, charge or other payment for doing any of the foregoing or (D) to employ, hire or enter into a consultancy agreement with any Person, in each case other than provisions of non-solicitation in the ordinary course in agreements;

(x)Each Contract, including license agreements, coexistence agreements, and agreements with covenants not to sue (but not including (A) Contracts under which the Company receives a license to use commercially available off-the-shelf software, (B) Open Source Licenses, (C) employee, contractor and consulting agreements entered into in the ordinary course, (D) nondisclosure agreements entered into in the ordinary course and (E) any other Contracts entered into in the ordinary course of business consistent with past practice (e.g., customer agreements)) pursuant to which the Company or any of the Company's Subsidiaries (i) grants to a third Person the right to use material Intellectual Property of the Company and its Subsidiaries, (ii) covenants not to sue third Persons using any Intellectual Property of the Company or its Subsidiaries, (iii) is granted by a third Person the right to use Intellectual Property that is material to the business of the Company and its Subsidiaries or (iv) is provided a covenant not to sue the Company and its Subsidiaries by a third Person having Intellectual Property material to the business of the Company and its Subsidiaries;

(xi) Each Contract requiring capital expenditures by the Company or any of the Company's Subsidiaries after the date of this Agreement in an amount in excess of $10,000,000 in any calendar year;

(xii)Any Contract that grants to any third Person (A) any "most favored nation rights" or (B) price guarantees for a period greater than one year from the date of this Agreement;

(xiii)Contracts granting to any Person (other than the Company or its Subsidiaries) a right of first refusal, first offer or similar preferential right to purchase or acquire equity interests in the Company or any of the Company's Subsidiaries; and

(xiv) Any outstanding written commitment to enter into any Contract of the type described insubsections (i) through (xiii) of this Section 4.11(a).

(b) Except for any Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date, all of the Contracts listed pursuant to Section 4.11(a) in the Company Disclosure Letter are (i) in full force and effect and (ii) represent the legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent the legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of such breach or default or failure to perform would not be material to the Company and its Subsidiaries, taken as a whole, (x) the Company and its Subsidiaries have performed in all respects all respective obligations required to be performed by them to date under such Contracts listed pursuant to Section 4.11(a) and neither the Company, the Company's Subsidiaries, nor, to the knowledge of the Company, any other party thereto is in breach of or default under any such Contract, (y) during the last twelve (12) months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Contract (which claim or notice has not been rescinded), and (z) to the knowledge of the Company, no event has occurred which individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract by the Company or its Subsidiaries or, to the knowledge of the Company, any other

party thereto (in each case, with or without notice or lapse of time or both).

Section 4.12 Company Benefit Plans.

(a) Section 4.12(a) of the Company Disclosure Letter sets forth a complete list, as of the date hereof, of each material "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and any other plan, policy, program or agreement (including any employment, bonus, incentive or deferred compensation, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee, which are maintained, sponsored or contributed to by the Company or any of the Company's Subsidiaries, or to which the Company or any of the Company's Subsidiaries is a party or has or may have any liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable law and maintained by any Governmental Authority (each, without regard to materiality, a "Company Benefit Plan"). The Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (A) each material Company Benefit Plan (or, if not written a written summary of its material terms), including all plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications (C) the most recent annual report (Form 5500 series) filed with the IRS with respect to such Company Benefit Plan, (D) the most recent actuarial report or other financial statement relating to such Company Benefit Plan, and (E) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and any pending request for such a determination letter.

(b) Except as set forth on Section 4.12(b) of the Company Disclosure Letter, (i) each Company Benefit Plan has been operated and administered in material compliance with its terms and all applicable Laws, including ERISA and the Code; (ii) in all material respects, all contributions required to be made with respect to any Company Benefit Plan on or before the date hereof have been made and all obligations in respect of each Company Benefit Plan as of the date hereof have been accrued and reflected in the Company's financial statements to the extent required by GAAP; (iii) each Company Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a prototype plan and, to the knowledge of the Company, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan; (iv) to the knowledge of the Company, there has not been any "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Company Benefit Plan or that would not reasonably be expected to result in material liability to the Company or any of its Subsidiaries; and (v) neither the Company nor, to the knowledge of the Company, any other "fiduciary" (as defined in Section 3(21) of ERISA) has any material liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Company Benefit Plan.

(c) No Company Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan") or other pension plan that is subject to Title IV of ERISA, Section 412 of the Code, or Section 302 of ERISA ("Title IV Plan") and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under, a Multiemployer Plan, Title IV Plan or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), in each case, at any time within the previous six (6) years. Neither the Company nor any of its ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied.

(d)With respect to each Company Benefit Plan, no material actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of the Company, threatened, and to the knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(e)No Company Benefit Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other than (i) coverage mandated by applicable Law or (ii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(f)Except as set forth on Section 4.12(f) of the Company Disclosure Letter, the consummation of the transactions contemplated hereby will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of the Company or any Subsidiary of the Company to any severance pay or any other compensation or benefits payable or to be provided by the Company or any Subsidiary of the Company or (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits (including Company Awards) due any such employee, officer or other individual service provider by the Company or a Subsidiary of the Company. The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, result in any "excess parachute payment" under Section 280G of the Code to any current or former employee, officer or other individual service provider of the Company or a Subsidiary of the Company. No Company Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

(g) All Company Awards have been granted in accordance with the terms of the Company Incentive Plan. Each Company Option has been granted with an exercise price that is no less than the fair market value of the underlying Company Common Stock on the date of grant, as determined in accordance with Section 409A of the Code or Section 422 of the Code, if applicable. Each Company Option is intended to either qualify as an "incentive stock option" under Section 422 of the Code or to be exempt under Section 409A of the Code. The Company has made available to Acquiror, accurate and complete copies of (i) the Company Incentive Plan, (ii) the forms of standard award agreement under the Company Incentive Plan, (iii) copies of any award agreements that materially deviate from such forms and (iv) a list of all outstanding equity and equity based awards granted under any Company Incentive Plan, together with the material terms thereof (including but not limited to grant date, exercise price, vesting terms, form of award, expiration date, and number of shares underlying such award). The treatment of Company Awards under this Agreement does not violate the terms of the Company Incentive Plan or any Contract governing the terms of such awards.

Section 4.13 Labor Relations; Employees.

(a) Except as set forth on Section 4.13(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, or any similar agreement, no such agreement is being negotiated by the Company or any of the Company's Subsidiaries, and no labor union or any other employee representative body, to the knowledge of the Company, has requested or has sought to represent any of the employees of the Company or its Subsidiaries. To the knowledge of the Company, there has been no labor organization activity involving any employees of the Company or any of its Subsidiaries. In the past

three (3) years, there has been no actual or, to the knowledge of the Company, threatened strike, slowdown, work stoppage, lockout or other material labor dispute against or affecting the Company or any Subsidiary of the Company.

(b) Each of the Company and its Subsidiaries are, and have been for the past three (3) years, in material compliance with all applicable Laws respecting labor and employment including, but not limited to, all Laws respecting terms and conditions of employment, health and safety, wages and hours, holiday pay and the calculation of holiday pay, working time, employee classification (with respect to both exempt vs. non-exempt status and employee vs. independent contractor and worker status), child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity and equal pay, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(c) In the past three (3) years, the Company and its Subsidiaries have not received (i) notice of any unfair labor practice charge or material complaint before the National Labor Relations Board or any other Governmental Authority against them, (ii) notice of any complaints, grievances or arbitrations arising out of any collective bargaining agreement, (iii) notice of any material charge or complaint with respect to or relating to them before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, (iv) notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health Laws to conduct an investigation with respect to or relating to them or notice that such investigation is in progress, or (v) notice of any material complaint, lawsuit or other proceeding in any forum by or on behalf of any present or former employee of such entities, any applicant for employment or classes of the foregoing alleging breach of any express or implied Contract of employment, any applicable Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship, and with respect to each of (i) through (v) herein, no such matters are pending or, to the knowledge of the Company, threatened.

(d) To the knowledge of the Company, no present or former employee, worker or independent contractor of the Company or any of the Company's Subsidiaries' is in violation of (i) any material restrictive covenant, nondisclosure obligation or fiduciary duty to the Company or any of the Company's Subsidiaries or (ii) any material restrictive covenant or nondisclosure obligation to a former employer or engager of any such individual relating to (A) the right of any such individual to work for or provide services to the Company or any of the Company's Subsidiaries' or (B) the knowledge or use of trade secrets or proprietary information.

(e) In the past three (3) years, neither the Company nor any of the Company's Subsidiaries has entered into a settlement agreement with a current or former officer, employee or independent contractor of the Company or any of the Company's Subsidiaries that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of the Company or any of the Company's Subsidiaries or (ii) an employee of the Company or any of the Company's Subsidiaries at the level of Vice President or above. To the knowledge of the Company, in the last three (3) years, no allegations of sexual harassment, sexual misconduct or discrimination have been made against (i) an officer of the Company or any of the Company's Subsidiaries or (ii) an employee of the Company or any of the Company's Subsidiaries at the level of Vice President or above.

(f) To the Company's knowledge, in the past three (3) years, the Company and its Subsidiaries have been in material compliance with respect to properly classifying its and their current or former independent contractors as such and its and their current or former employees as exempt or nonexempt from wage and hour Laws.

Section 4.14 Taxes.

(a) All income and other material Tax Returns required to be filed by or with respect to the Company or any of its Subsidiaries have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all material Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) The Company and each of its Subsidiaries have withheld from amounts owing to any employee, independent contractor, equity interest holder, creditor or other Person all Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and complied in all respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(c) There are no Liens for any amount of Taxes (other than Permitted Liens) upon the property or assets of the Company or any of its Subsidiaries.

(d)No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against the Company or any of its Subsidiaries that remains unpaid except for deficiencies being contested in good faith or for which adequate reserves have been established in accordance with GAAP.

(e)There are no Tax audits or other examinations of the Company or any of its Subsidiaries presently in progress, nor has the Company or any of its Subsidiaries been notified in writing of (nor to the knowledge of the Company has there been) any request or threat for such an audit or other examination, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any Taxes of the Company or any of its Subsidiaries.

(f)Neither the Company nor any of its Subsidiaries has made a request for an advance tax ruling, request for technical advice, a request for a change of any method of accounting or any similar request that is in progress or pending with any Governmental Authority with respect to any Taxes.

(g)Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification or Tax sharing agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(h) Neither the Company nor any of its Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(i) Neither the Company nor any of its Subsidiaries is a party to a gain recognition agreement under Section 367 of the Code that is currently in effect.

(j) No material adjustment relating to any Tax Returns filed by or with respect to the Company or any of its Subsidiaries has been proposed in writing by any Governmental Authority which has not previously been paid in full or otherwise settled.

(k)The Company and each of its Subsidiaries have disclosed on its Tax Returns all positions taken therein that would give rise to a substantial understatement of Tax within the meaning of Section 6662 of the Code (or any similar provision of state, local or foreign Law).

(l)Neither the Company nor any of its Subsidiaries is subject to any private letter ruling or closing agreement of the IRS or comparable rulings of any other Governmental Authority with respect to Taxes.

(m)The Company has not been a "United States real property holding company" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(n)Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, exclude any material item of deduction from, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or foreign Law) to Taxable income for any Taxable period (or portion thereof) ending after the Closing Date as a result of (i) any change in method of accounting for a Taxable period ending on or prior to the Closing Date, (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing Date, (iii) any installment sale or open transaction disposition made on or prior to the Closing Date, (iv) any prepaid amounts received on or prior to the Closing Date outside the ordinary course of business, or (v) Section 965(a) of the Code or election pursuant to Section 965(h) of the Code (or any similar provision of state, local or foreign Law)

(o)Neither the Company nor any of its Subsidiaries (i) is liable for Taxes of any other Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for U.S. federal, state or local income Tax purposes, other than a group the common parent of which was or is the Company or any of its Subsidiaries.

(p)No written claim has been made by any Governmental Authority where the Company or any of its Subsidiaries does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

(q) Neither the Company nor any of its Subsidiaries has, or has ever had, a permanent establishment in any country other than the country of its organization, or is, or has ever been, subject to income Tax in a jurisdiction outside the country of its organization.

(r) Neither the Company nor any of its Subsidiaries is a party to any "listed transaction" within the meaning of Section 1.6011-4(b) of the Treasury Regulations.

(s)The Company has not been, is not, and immediately prior to the Effective Time will not be, treated as an "investment company" within the meaning of Section 368(a)(2)(F) of the Code.

(t) The Company has not taken any action, nor to the knowledge of the Company or any of its Subsidiaries are there any facts or circumstances, that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations.

Section 4.15 Brokers' Fees. Except as set forth on Section 4.15 of the Company Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by the Company, any of the Company's Subsidiaries or any of their Affiliates for which Acquiror, the Company or any of the Company's Subsidiaries has any obligation.

Section 4.16 Insurance.

(a) Section 4.16(a) of the Company Disclosure Letter sets forth a true and complete list of the material current insurance policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance and other material policies or binders maintained by the Company (the "Insurance Policies"). To the Company's knowledge, there are no events, circumstances or other liabilities that give rise to a material claim under the Insurance Policies.

(b) The Insurance Policies are in full force and effect as of the date of this Agreement, and all premiums due thereunder have been paid, with respect to the Company, and the limits thereunder have not been impaired, exhausted or materially diminished.

(c) As of the date hereof, the Company has not received any written notice of cancellation of, of a material premium increase (relative to others in the industry in which the Company operates) with respect to, or of a material alteration of coverage under, any Insurance Policy. To the Company's knowledge, all of the Insurance Policies (i) are valid and binding in accordance with their terms and (ii) have not been subject to any lapse in coverage. There are no material claims related to the Company or the assets, business, operations, employees, officers and directors of the Company pending under any such Insurance Policies as to which coverage has been denied or disputed or in respect of which there is an outstanding reservation of rights.

Section 4.17 Permits.

(a) The Company and its Subsidiaries have obtained, and maintain, all material Permits necessary to permit the Company and its Subsidiaries to own, operate, use and maintain their assets in the manner in which they are now operated and maintained and to conduct the business of the Company and its Subsidiaries as currently conducted in all material respects. Each material Permit held by the Company or any of the Company's Subsidiaries is valid, binding and in full force and effect. Neither the Company nor any of its Subsidiaries (a) is in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) in any material respect of any term, condition or provision of any material Permit to which it is a party, (b) is or has been the subject of any pending or, to the Company's knowledge, threatened Action by a Governmental Authority seeking the revocation, suspension, termination, modification, or impairment of any Permit; or (c) has received any written notice that any Governmental Authority that has issued any Permit intends to cancel, terminate, or not renew any such Permit.

(b) Section 4.17(b) of the Company Disclosure Schedule sets for a true, correct and complete list of material Permits held by the Company or its Subsidiaries (other than Permits pursuant to Environmental Laws).

Section 4.18 Equipment and Other Tangible Property. The Company or one of its Subsidiaries owns and has good title to, and has the legal and beneficial ownership of or a valid leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property reflected on the books of the Company and its Subsidiaries as owned by the Company or one of its Subsidiaries, free and clear of all Liens other than Permitted Liens. All material personal property and leased personal property assets of the Company and its Subsidiaries are structurally sound and in good operating condition and repair (ordinary wear and tear expected) and are suitable for their present use.

Section 4.19 Real Property.

(a)Section 4.19 of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all Leased Real Property and all Real Property Leases (as hereinafter defined) pertaining to such Leased Real Property. With respect to each parcel of Leased Real Property:

(i) The Company or one of its Subsidiaries holds a good and valid leasehold estate in, and enjoys peaceful and undisturbed possession of, such Leased Real Property, free and clear of all Liens, except for Permitted Liens.

(ii)The Company's and its Subsidiaries', as applicable, possession and quiet enjoyment of the Leased Real Property under such Real Property Leases has not been materially disturbed.

(iii) The Company and its Subsidiaries have delivered to Acquiror true, correct and complete copies of all leases, lease guaranties, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in the Leased Real Property by or to the Company and its Subsidiaries, including all amendments, terminations and modifications thereof (collectively, the "Real Property Leases").

(iv)The Company and its Subsidiaries are in material compliance with all Liens, encumbrances, easements, restrictions, and other matters of record affecting the Leased Real Property, and neither the Company nor any of the Company's Subsidiaries has received any written notice alleging any default or breach under any of such Liens, encumbrances, easements, restrictions, or other matters and, to the knowledge of the Company, no default or breach, nor any event that with notice or the passage of time would result in a default or breach, by any other contracting parties has occurred thereunder. To the knowledge of the Company, there are no material disputes with respect to such Real Property Leases.

(v) As of the date of this Agreement, no party, other than the Company or its Subsidiaries, has any right to use or occupy the Leased Real Property or any portion thereof.

(vi) Neither the Company nor any of its Subsidiaries have received written notice of any current condemnation proceeding or proposed similar Action or agreement for taking in lieu of condemnation with respect to any portion of the Leased Real Property.

(b) None of the Company or any of its Subsidiaries owns any land ("Owned Land").

Section 4.20 Intellectual Property.

(a) Section 4.20(a) of the Company Disclosure Letter lists each item of Intellectual Property that is registered and applied-for with a Governmental Authority and is owned by the Company or any of the Company's Subsidiaries as of the date of this Agreement, whether applied for or registered in the United States or internationally as of the date of this Agreement that consists of: (i) issued Patents and Patent applications, (ii) Trademark registrations and applications and material unregistered Trademarks, (iii) Copyright registrations and applications, and (iv) internet domain names and social network service accounts of the Company ("Company Registered Intellectual Property"). The Company or one of the Company's Subsidiaries is the sole and exclusive beneficial and record owner of all of the items of Company Registered Intellectual Property, and, to the knowledge of the Company, all such Company Registered Intellectual Property is (A) subsisting and (B), excluding any pending applications included in the Company Registered Intellectual Property, valid and enforceable. Section 4.20(a)(v) of the Company Disclosure Letter lists the Software that is owned by the Company or its Subsidiaries and material to the business of the Company and its Subsidiaries. Neither the Company nor its Subsidiaries has granted any third Person any right to control the prosecution or registration of any Company Registered Intellectual Property, or to commence, defend or otherwise control any claim with respect to any Company Registered Intellectual Property.

(b) Except as would not be expected to be material to the Company and its Subsidiaries, taken as a whole, the Company or one of its Subsidiaries owns, free and clear of all Liens (other than Permitted Liens) and adverse interests of other Persons (including current or former employees, third-party agents and contractors) all Intellectual Property and Software owned by the Company or its Subsidiaries and necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted immediately prior to the Effective Time. To the knowledge of the Company, the Company or one of its Subsidiaries has a valid right to use all Intellectual Property and Software necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted immediately prior to the Effective Time. Except as set forth in Section 4.20(b) of the Company Disclosure Letter, none of the Intellectual Property owned by the Company or its Subsidiaries, and to the knowledge of the Company, none of the other Intellectual Property material to the business of the Company and its Subsidiaries is subject to: (i) any proceeding before, outstanding order, writ, or injunction of or stipulation with any Governmental Authority; or (ii) any Contract entered into in settlement of such a proceeding, restricting the use, transfer, licensing or exploitation by the Company or its Subsidiaries. The Company and its Subsidiaries has not granted any exclusive licenses to or exclusive rights under any Intellectual Property owned by the Company or its Subsidiaries.

(c) The Company and its Subsidiaries have not within the three (3) years preceding the date of this Agreement infringed upon, misappropriated or otherwise violated and are not infringing upon, misappropriating or otherwise violating any Intellectual Property of any third Person, and there is no Action pending to which the Company or any of the Company's Subsidiaries is a named party, or to the knowledge of the Company, that is threatened in writing, alleging the Company's or its Subsidiaries' infringement, misappropriation or other violation of any Intellectual Property of any third Person; provided that the foregoing representation is made to the knowledge of the Company with respect to Patents.

(d) Except as set forth on Section 4.20(d) of the Company Disclosure Letter, to the knowledge of the Company as of the date of this Agreement (i) no Person is infringing upon, misappropriating or otherwise violating any material Intellectual Property of the Company or any of the Company's Subsidiaries in any material respect, and (ii) the Company and its Subsidiaries have not sent to any Person within the three (3) years preceding the date of this Agreement any written notice, charge, complaint, claim or other written assertion against any third Person claiming infringement or violation by or misappropriation of any Intellectual Property of the Company or any of the Company's Subsidiaries.

(e) Each current and former employee, consultant and independent contractor of the Company or any of the Company's Subsidiaries that has invented,

created, developed or reduced to practice any Intellectual Property owned by the Company or its Subsidiaries (each, a "Contributor") (i) has executed a valid, enforceable, written agreement substantially in the form provided to Acquiror that (A) assigns to the Company or its Subsidiaries all right, title and interest in and to any and all Intellectual Property relating to the business of the Company or its Subsidiaries that is invented, created, developed or reduced to practice by such Contributor in the course of his, her or its activities for the Company or its Subsidiaries or using the resources of the Company or its Subsidiaries (except for moral rights for which the Company or its Subsidiaries has received a waiver) and (B) contains commercially reasonable provisions designed to prevent unauthorized disclosure of the Company's (or its Subsidiaries') Trade Secrets or (ii) with respect to employees of the Company or any of the Company's Subsidiaries, did so within the scope of his or her employment such that, subject to and in accordance with applicable Law, all Intellectual Property arising therefrom became the exclusive property of the Company. To the knowledge of the Company, no party to such written agreements has breached or violated the terms thereof or has attempted or threatened to challenge the enforceability, scope or applicability of any such agreement. No Intellectual Property owned by the Company (or its Subsidiaries) was invented, created, developed or reduced to practice by a Contributor of the Company (or its Subsidiaries) prior to such Contributor's employment by the Company (or its Subsidiaries) and has not been assigned to the Company or its Subsidiaries pursuant to a written agreement, copies of which agreements have been provided to Acquiror.

(f) The Company and its Subsidiaries take commercially reasonable measures to protect the confidentiality of Trade Secrets included in their Intellectual Property that are material to the business of the Company and its Subsidiaries. To the knowledge of the Company, in the three (3) years prior to the date of this Agreement, there has not been any material unauthorized disclosure of or unauthorized access to any Trade Secrets of the Company or any of the Company's Subsidiaries to or by any Person in a manner that has resulted or may result in the misappropriation of, or loss of Trade Secret or other rights in and to such information.

(g) No current or former Affiliate, partner, director, stockholder, officer, consultant or employee of the Company or its Subsidiaries will, after giving effect to the Agreement, own or retain any rights to use or otherwise exploit any of the Intellectual Property owned by the Company or its Subsidiaries. The consummation of the transactions contemplated by this Agreement will not (i) result in the loss or impairment of or payment of any additional amounts with respect to, require the consent of any other Person in respect of, nor give rise to any right of any Person to terminate or alter, the Company's (or its Subsidiaries') right to own, use, or hold for use any Intellectual Property presently owned by, used or held for use by the Company or its Subsidiaries in the conduct of their business, (ii) violate or result in the breach, modification, cancellation, acceleration, termination or suspension of any of the material Intellectual Property licenses of the Company or its Subsidiaries, or (iii) result in the violation of any applicable Personal Information Laws and Policies (as defined below). Following the Closing Date, the Company and its Subsidiaries will be permitted to exercise rights under all Intellectual Property licenses used in the business of the Company or its Subsidiaries to the same extent as the Company and its Subsidiaries had immediately prior to the Closing Date. Neither this Agreement nor the transactions contemplated hereby will result in (A) any Person being granted rights or access to, or the placement in or release from escrow of, any source code, (B) Acquiror or the Company (or its Subsidiaries) being obligated to grant to any Person any right in any Intellectual Property, (C) Acquiror, the Company or any of the Company's Subsidiaries being bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses, or (D) Acquiror, the Company or any of the Company's Subsidiaries being obligated to pay any royalties or other amounts to any Person in excess of those payable by Company or its Subsidiaries prior to the Closing Date.

(h) With respect to the Software used or held for use in the business of the Company and its Subsidiaries, to the knowledge of the Company, no such Software contains any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other malicious code or routines that permit unauthorized access or the unauthorized disablement or erasure of such or other Software or information or data (or any parts thereof) of the Company or its Subsidiaries or customers of the Company and its Subsidiaries.

(i) The Company and its Subsidiaries have taken commercially reasonable steps and implemented commercially reasonable procedures to protect its information technology systems from (i) the inclusion of any device or feature designed to permit unauthorized access, disrupt, disable or otherwise harm, damage or impair Software, hardware or data and (ii) unauthorized access, use, modification or other misuse.

(j) No funding, facilities or personnel of any Governmental Authority, university, college, other educational institution or research center, was used in the invention, creation, development or reduction to practice of any Intellectual Property owned by the Company or its Subsidiaries. The Company and its Subsidiaries (i) have not (nor have been) a member of, (ii) have not made any submission or made any suggestion to, and (iii) have not been (nor have ever been) subject to any Contract with, any standard setting organizations, standards body or other entity that, in the case of clause (i), (ii) or (iii) above, obligates the Company or its Subsidiaries to grant licenses to or otherwise impair or limit its control of its Intellectual Property rights.

(k) Section 4.20(k) of the Company Disclosure Letter lists all Open Source Materials embedded in any product or service of the Company or any of its Subsidiaries. The Company's and its Subsidiaries' use and distribution of (i) Software developed by the Company or any Subsidiary, and (ii) Open Source Materials, is in material compliance with all Open Source Licenses applicable thereto. None of the Company or any Subsidiary of the Company has used any Open Source Materials in a manner that requires any Software or Intellectual Property owned by the Company or any of the Company's Subsidiaries, to be subject to Copyleft Licenses.

(l) None of the Company, its Subsidiaries, or any other Persons acting on their behalf, has disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any Persons, or permitted the disclosure for delivery to any escrow agent or other Person of, any source code for any (i) product offered by, or (ii) Intellectual Property owned by, the Company or its Subsidiaries, except for disclosures to employees, contractors or consultants under written agreements that prohibit use or disclosure except in the performance of services to the Company or its Subsidiaries.

Section 4.21 Privacy. The Company and its Subsidiaries maintain and are in compliance in material respects with, and during the three (3) years preceding the date of this Agreement have maintained and been in material compliance with, (i) all applicable Laws relating to the privacy and/or security of personal information, (ii) the Company's and its Subsidiaries' posted or publicly facing policies, and (iii) the Company's and its Subsidiaries' contractual obligations concerning cybersecurity, personal information and data privacy and security and the security of the Company's and each of its Subsidiaries' information technology systems (collectively, (i)-(iii), " Personal Information Laws and Policies"), in each case of (i)-(iii) above, other than any non-compliance that, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Company and its Subsidiaries. The Company and its Subsidiaries have implemented and maintained a system of controls sufficient to provide reasonable confidence that the Company and its Subsidiaries comply in all material respects with all applicable Personal Information Laws and Policies, and the Company and its Subsidiaries have not used personal information from any Person in a manner that would violate the applicable Personal Information Laws and Policies for such Person. There are no Actions by any Person (including any Governmental Authority) pending to which the Company or any of the Company's Subsidiaries is a named party or, to the knowledge of the Company, threatened in writing against the Company or its Subsidiaries alleging a violation of any Personal Information Laws and Policies. During the three (3) years preceding the date of this Agreement, neither the Company nor any Subsidiary of the Company has received any written notice from any Person (including any Governmental Authority) relating to an alleged violation of Personal Information Laws and Policies.

Section 4.22 Information Technology Systems and Cybersecurity.

(a) The Company's information technology systems: (i) operate and perform in accordance with their documentation and functional specifications and otherwise as required by the Company for the operation of its business as currently conducted and (ii) to the knowledge of the Company, are free from bugs and other defects, in

each case, except as would not be material to the business of the Company and its Subsidiaries, taken as a whole.

(b) The Company has implemented, with respect to its information technology systems, commercially reasonable backup, security and disaster recovery technology consistent with generally accepted industry practices, and takes commercially reasonable and legally compliant measures designed to protect confidential, sensitive or personally identifiable information in its possession or control against unauthorized access, use, modification, disclosure or other misuse, including through administrative, technical and physical safeguards.

(c) To the knowledge of the Company, in the three (3) years prior to the date of this Agreement, (i)(A) there has been no security breach or unauthorized access to the information technology systems that resulted in the unauthorized use, misappropriation, modification, encryption, corruption, disclosure or transfer of any information or data contained therein, in each case, that has resulted in, or is reasonably likely to result in, material liability to the Company and (B) there has been no disruption in any information technology systems that materially affected the business of the Company and its Subsidiaries, taken as a whole, and (ii) the Company has not received any written notice or complaint from any Person (including any Governmental Authority) with respect to any of the foregoing, nor has any such notice or complaint, to the knowledge of the Company, been threatened against the Company or any of the Company's Subsidiaries.

(d) Except as set forth Section 4.22(d) of the Company Disclosure Letter, to the knowledge of the Company, there are no defects, malfunctions or nonconformities in any of the commercially available products of the Company or its Subsidiaries which have or would be reasonably likely to materially disrupt their commercial availability, except for such defects, malfunctions or nonconformities that can be fixed in the ordinary course of business.

Section 4.23 Environmental Matters.

(a) The Company and its Subsidiaries are and, except for matters which have been fully resolved, for the past three (3) years have been in material compliance with all Environmental Laws.

(b) There has been no release of any Hazardous Materials by the Company or its Subsidiaries (i) at, in, on or under any Leased Real Property or in connection with the Company's and its Subsidiaries' operations off-site of the Leased Real Property or (ii) to the knowledge of the Company, at, in, on or under any formerly owned or Leased Real Property during the time that the Company owned or leased such property or at any other location where Hazardous Materials generated by the Company or any of the Company's Subsidiaries have been transported to, sent or disposed of, which, in the case of each of (i) and (ii), would reasonably be expected to result in material liability to the Company or its Subsidiaries under Environmental Laws.

(c) Neither the Company nor its Subsidiaries are subject to any current Governmental Order relating to any material non-compliance with Environmental Laws by the Company or its Subsidiaries or the investigation, remediation, removal or cleanup of Hazardous Materials.

(d) No material Legal Proceeding is pending or, to the knowledge of the Company, threatened with respect to the Company's and its Subsidiaries' compliance with or liability under Environmental Laws.

(e) The Company has made available to Acquiror all material environmental reports, assessments, audits and inspections and any material communications or notices from or to any Governmental Authority concerning any material non-compliance of the Company or any of the Company's Subsidiaries with, or material liability of the Company or any of the Company's Subsidiaries under, Environmental Law, which, in each case, are in the Company's possession.

Section 4.24 Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, (a) except in connection with the transactions contemplated hereby, the Company and its Subsidiaries have conducted their business in all material respects in the ordinary course of business, consistent with past practice, and (b) there has not been any Company Material Adverse Effect.

Section 4.25 Anti-Corruption Compliance.

(a) For the past three (3) years, to the knowledge of the Company, neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any director, officer, or employee acting on behalf of the Company or any of the Company's Subsidiaries, has offered or given anything of value to: (i) any official or employee of a Governmental Authority, any political party or official thereof, or any candidate for political office or (ii) any other Person, in any such case while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official or employee of a Governmental Authority or candidate for political office, in each case in violation of the Anti-Bribery Laws.

(b) To the knowledge of the Company, as of the date hereof, there are no current or pending internal investigations, third party investigations (including by any Governmental Authority), or internal or external audits that address any material allegations or information concerning possible material violations of the Anti-Bribery Laws related to the Company or any of the Company's Subsidiaries.

Section 4.26 Anti-Money Laundering, Sanctions and International Trade Compliance.

(a) The Company and its Subsidiaries (i) are, and have been for the past three (3) years, in compliance in all material respects with all Anti-Money Laundering Laws, International Trade Laws and Sanctions Laws, and (ii) have obtained all material required licenses, consents, notices, waivers, approvals, orders, registrations, declarations, or other authorizations from, and have made any material filings with, any applicable Governmental Authority for the import, export, re-export, deemed export, deemed re-export, or transfer required under the International Trade Laws and Sanctions Laws (the "Export Approvals"). There are no pending or, to the knowledge of the Company, threatened, claims, complaints, charges, investigations, voluntary disclosures or Legal Proceedings against the Company or any of the Company's Subsidiaries related to any Anti-Money Laundering Laws, International Trade Laws or Sanctions Laws or any Export Approvals.

(b) Neither the Company nor any of its Subsidiaries nor any of their respective directors or officers, or to the knowledge of the Company, employees or any of the Company's or its Subsidiaries' respective agents, representatives or other Persons while acting on behalf of the Company or any of the Company's Subsidiaries, (i) is, or has during the past five (5) years, been a Sanctioned Person or (ii) has transacted business directly or indirectly with any Sanctioned Person or in any Sanctioned Country.

Section 4.27 Information Supplied. None of the information supplied or to be supplied by the Company or any of the Company's Subsidiaries specifically in writing for inclusion in the Registration Statement will, at the date on which the Proxy Statement/Registration Statement is first mailed to the Acquiror Shareholders or at the time of the Acquiror Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.28 Resellers and Vendors.

(a)Section 4.28(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the Top Resellers based, in each case, on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020.

(b)Except as set forth on Section 4.28(b) of the Company Disclosure Letter, none of the Top Resellers has, as of the date of this Agreement, informed in writing any of the Company or any of the Company's Subsidiaries that it will, or, to the knowledge of the Company, has threatened to, terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Company or any of the Company's Subsidiaries (other than due to the expiration of an existing contractual arrangement), and to the knowledge of the Company, none of the Top Resellers is, as of the date of this Agreement, otherwise involved in or threatening a material dispute against the Company or its Subsidiaries or their respective businesses.

(c) Section 4.28(c) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the Top Vendors based on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020.

(d) Except as set forth on Section 4.28(d) of the Company Disclosure Letter, none of the Top Vendors has, as of the date of this Agreement, informed in writing any of the Company or any of the Company's Subsidiaries that it will, or, to the knowledge of the Company, has threatened to, terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Company or any of the Company's Subsidiaries, and to the knowledge of the Company, none of the Top Vendors is, as of the date of this Agreement, otherwise involved in or threatening a material dispute against the Company or its Subsidiaries or their respective businesses.

Section 4.29 Government Contracts. Except as set forth on Section 4.29 of the Company Disclosure Letter, the Company is not party to: (i) any Contract, other than an individual task order, delivery order, purchase order, basic ordering agreement, agreement to standard terms of service, letter Contract or blanket purchase agreement between the Company or any of its Subsidiaries, on one hand, and any Governmental Authority, on the other hand, or (ii) any subcontract or other Contract by which the Company or one of its Subsidiaries has agreed to provide goods or services through a prime contractor directly to a Governmental Authority that is expressly identified in such subcontract or other Contract as the ultimate consumer of such goods or services. Neither the Company nor any of its Subsidiaries have provided any offer, bid, quotation or proposal to sell products made or services provided by the Company or any of its Subsidiaries that, if accepted or awarded, would lead to any Contract or subcontract of the type described by the foregoing sentence.

Section 4.30 No Additional Representation or Warranties. Except as provided in this Article IV, neither the Company nor any of its Subsidiaries or Affiliates, nor any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to Acquiror or Merger Sub or their Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to Acquiror or Merger Sub or their Affiliates.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in (i) in the case of Acquiror, any Acquiror SEC Filings filed or furnished at least one (1) Business Day prior to the date hereof (excluding (a) any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature, (b) any exhibits or other documents appended thereto and (c) any matters required to be disclosed for purposes of Section 5.1 (Acquiror Organization), Section 5.2 (Due Authorization), Section 5.10 (Trust Account), Capitalization of Acquiror (Section 5.14) and Section 5.15 (Brokers' Fees)), or (ii) in the case of Acquiror and Merger Sub, in the disclosure letter delivered by Acquiror and Merger Sub to the Company (the "Acquiror Disclosure Letter") on the date of this Agreement (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article V), Acquiror and Merger Sub represent and warrant to the Company as follows:

Section 5.1 Acquiror Organization. Each of Acquiror and Merger Sub has been duly incorporated, organized or formed and is validly existing as a corporation or exempted company in good standing (or equivalent status, to the extent that such concept exists) under the Laws of its jurisdiction of incorporation, organization or formation, and has the requisite company power and authority to own, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The copies of Acquiror's Governing Documents and the Governing Documents of Merger Sub, in each case, as amended to the date of this Agreement, previously delivered by Acquiror to the Company, are true, correct and complete. Merger Sub has no assets or operations other than those required to effect the transactions contemplated hereby. All of the equity interests of Merger Sub are held directly by Acquiror. Each of Acquiror and Merger Sub is duly licensed or qualified and in good standing as a foreign corporation or company in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to be, individually or in the aggregate, material to Acquiror.

Section 5.2 Due Authorization. (a) Each of Acquiror and Merger Sub has all requisite corporate power and authority to (x) execute and deliver this Agreement and the documents contemplated hereby, and (y) consummate the transactions contemplated hereby and thereby and perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and the documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been (i) duly and validly authorized and approved by the Board of Directors of Acquiror and by Acquiror as the sole stockholder of Merger Sub and (ii) determined by the Board of Directors of Acquiror as advisable to and in the best interests of Acquiror and recommended for approval by the Acquiror Shareholders. No other company proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Agreement and the documents contemplated hereby (other than the Acquiror Shareholder Approval). This Agreement has been, and at or prior to the Closing, the other documents contemplated hereby will be, duly and validly executed and delivered by each of Acquiror and Merger Sub, and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, and at or prior to the Closing, the other documents contemplated hereby will constitute, assuming the due authorization, execution and delivery by the other parties thereto, a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) Assuming that a quorum (as determined pursuant to Acquiror's Governing Documents) is present:

(i) each of those Transaction Proposals identified in clauses (A), (B), (C) and (D) of Section 8.2(b) shall require approval by an affirmative vote of the holders of at least two-thirds of the outstanding Acquiror Ordinary Shares entitled to vote who attend and vote thereupon (as determined in accordance with Acquiror's Governing Documents) at a shareholders' meeting duly called by the Board of Directors of Acquiror and held for such purpose; and

(ii) each of those Transaction Proposals identified in clauses (E), (F), (G), (H), (I), and (J) of Section 8.2(b), in each case, shall require approval by an affirmative vote of the holders of at least a majority of the outstanding Acquiror Ordinary Shares entitled to vote who attend and vote thereupon (as determined in accordance with Acquiror's Governing Documents and as required by NYSE regulations) at a shareholders' meeting duly called by the Board of Directors of Acquiror and held for such purpose;

(c) The foregoing votes are the only votes of any of Acquiror's share capital necessary in connection with entry into this Agreement by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby, including the Closing.

(d) At a meeting duly called and held, the Board of Directors of Acquiror has unanimously approved the transactions contemplated by this Agreement as a Business Combination.

Section 5.3 No Conflict. Subject to the Acquiror Shareholder Approval and receipt of the Governmental Approvals set forth in Section 5.7, the execution and delivery of this Agreement by Acquiror and Merger Sub and the other documents contemplated hereby by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of or default under the Governing Documents of Acquiror or Merger Sub, (b) violate or conflict with any provision of, or result in the breach of, or default under any applicable Law or Governmental Order applicable to Acquiror or Merger Sub, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract to which Acquiror or Merger Sub is a party or by which Acquiror or Merger Sub may be bound, or terminate or result in the termination of any such Contract or (d) result in the creation of any Lien upon any of the properties or assets of Acquiror or Merger Sub, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement or (ii) be material to Acquiror.

Section 5.4 Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened Legal Proceedings against or brought by Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There are no investigations or other inquiries pending or, to the knowledge of Acquiror, threatened by any Governmental Authority, against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There is no outstanding Governmental Order imposed upon Acquiror or Merger Sub, nor are any assets of Acquiror's or Merger Sub's respective businesses bound or subject to any Governmental Order the violation of which would, individually or in the aggregate, reasonably be expected to be material to Acquiror. As of the date hereof, each of Acquiror and Merger Sub is in compliance with all applicable Laws in all material respects. For the past three (3) years, Acquiror and Merger Sub have not received any written notice of or been charged with the violation of any Laws, except where such violation has not been, individually or in the aggregate, material to Acquiror.

Section 5.5 SEC Filings. Acquiror has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since August 20, 2020, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing through the date hereof, the "Acquiror SEC Filings"). Each of the Acquiror SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder applicable to the Acquiror SEC Filings. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the Acquiror SEC Filings did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Acquiror SEC Filings. To the knowledge of Acquiror, none of the Acquiror SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 5.6 Internal Controls; Listing; Financial Statements

(a) Except as not required in reliance on exemptions from various reporting requirements by virtue of Acquiror's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror, including its consolidated Subsidiaries, if any, is made known to Acquiror's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act. Since August 20, 2020, Acquiror has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror Financial Statements for external purposes in accordance with GAAP.

(b) Since August 20, 2020, Acquiror has complied in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange (the "NYSE"). The Acquiror Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on the NYSE. There is no Legal Proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Ordinary Shares or prohibit or terminate the listing of Acquiror Class A Ordinary Shares on the NYSE.

(c) The Acquiror SEC Filings contain true and complete copies of the unaudited condensed balance sheet as of September 30, 2020, and condensed statement of operations, cash flow and shareholders' equity of Acquiror for the period from June 24, 2020 (inception) through September 30, 2020 (the "Acquiror Financial Statements"). Except as disclosed in the Acquiror SEC Filings, the Acquiror Financial Statements (i) fairly present in all material respects the consolidated financial position of Acquiror, as at the date thereof, and the consolidated results of operations and consolidated cash flows for the period then ended (subject to normal year-end adjustments and the inclusion of limited footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and subject to normal year-end adjustments and the inclusion of limited footnotes), and (iii) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof. The books and records of Acquiror have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements.

(d)There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e)Neither Acquiror (including, to the knowledge of Acquiror, any employee thereof) nor Acquiror's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Acquiror or (iii) any written claim or allegation regarding any of the foregoing.

Section 5.7 Anti-Corruption Compliance.

(a)To the knowledge of Acquiror, neither Acquiror nor, to the knowledge of Acquiror, any director, officer, or employee acting on behalf of Acquiror, has offered or given anything of value to: (i) any official or employee of a Governmental Authority, any political party or official thereof, or any candidate for political office or (ii) any other Person, in any such case while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official or employee of a Governmental Authority or candidate for political office, in each case in violation of the Anti-Bribery Laws.

(b) To the knowledge of Acquiror, as of the date hereof, there are no current or pending internal investigations, third party investigations (including by any Governmental Authority), or internal or external audits that address any material allegations or information concerning possible material violations of the Anti-Bribery Laws related to Acquiror.

Section 5.8 Anti-Money Laundering, Sanctions and International Trade Compliance.

(a)Acquiror is in compliance in all material respects with all Anti-Money Laundering Laws, International Trade Laws and Sanctions Laws. There are no pending or, to the knowledge of Acquiror, threatened, claims, complaints, charges, investigations, voluntary disclosures or Legal Proceedings against Acquiror related to any Anti-Money Laundering Laws, International Trade Laws or Sanctions Laws.

(b)Neither Acquiror nor any of its directors or officers, or to the knowledge of Acquiror, employees or any of Acquiror's respective agents, representatives or other Persons while acting on behalf of Acquiror, (i) is, or has during the past five (5) years, been a Sanctioned Person or (ii) has transacted business directly or indirectly with any Sanctioned Person or in any Sanctioned Country.

Section 5.9 Governmental Authorities; Approvals. Assuming the accuracy and completeness of the representations and warranties of the Company contained in this Agreement, no Governmental Approval is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or any of the documents to which Acquiror or Merger Sub is a party that are contemplated hereby, or the consummation of the transactions contemplated hereby and thereby, except for (i) applicable requirements of the Exchange Act, the Securities Act, state securities or "blue sky" laws and the HSR Act, (ii) in connection with the Domestication, the applicable requirements and required approval of the Cayman Registrar, (iii) as disclosed on Section 5.7 of the Acquiror Disclosure Letter or Section 4.5 of the Company Disclosure Letter and (iv) the filing of the Merger Certificate in accordance with the DGCL.

Section 5.10 Trust Account. As of the date of this Agreement, Acquiror has at least $215,000,000.00 in the Trust Account (including, if applicable, an aggregate of approximately $7,525,000.00 of deferred underwriting commissions and other fees being held in the Trust Account), such monies invested in United States government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of August 17, 2020, between Acquiror and Continental Stock Transfer & Trust Company, as trustee (the " Trustee") (the "Trust Agreement"). The Trust Agreement is valid and in full force and effect and enforceable in accordance with its terms and has not been amended or modified. There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the Acquiror SEC Filings to be inaccurate or that would entitle any Person (other than shareholders of Acquiror holding Acquiror Class A Ordinary Shares sold in Acquiror's initial public offering who shall have elected to redeem their Acquiror Class A Ordinary Shares pursuant to Acquiror's Governing Documents and the underwriters of Acquiror's initial public offering with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and payments with respect to all Acquiror Share Redemptions. There are no claims or proceedings pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has performed all material obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. Since August 17, 2020, Acquiror has not released any money from the Trust Account (other than interest income earned on the funds held in the Trust Account as permitted by the Trust Agreement). Upon the consummation of the transactions contemplated hereby, including the distribution of assets from the Trust Account (A) in respect of deferred underwriting commissions or Taxes or (B) with respect to all Acquiror Share Redemptions, each in accordance with the terms of and as set forth in the Trust Agreement, Acquiror shall have no further obligation under either the Trust Agreement or the Governing Documents of Acquiror to liquidate or distribute any assets held in the Trust Account, and the Trust Agreement shall terminate in accordance with its terms. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to Acquiror's Governing Documents shall terminate, and as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to Acquiror's Governing Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. To Acquiror's knowledge, as of the date hereof, following the Effective Time, no Acquiror Shareholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Shareholder is exercising an Acquiror Share Redemption. As of the date hereof, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its obligations hereunder, neither Acquiror or Merger Sub have any reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror and Merger Sub on the Closing Date.

Section 5.11 Investment Company Act; JOBS Act. Acquiror is not an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act. Acquiror constitutes an "emerging growth company" within the meaning of the JOBS Act.

Section 5.12 Absence of Changes. Since August 17, 2020, (a) there has not been any event or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement and

(b) except as set forth in Section 5.12 of the Acquiror Disclosure Letter, Acquiror and Merger Sub have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 5.13 No Undisclosed Liabilities. Except for any fees and expenses payable by Acquiror or Merger Sub as a result of or in connection with the consummation of the transactions contemplated hereby, there is no material liability, Indebtedness or obligation of or claim or judgment against Acquiror or Merger Sub (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due) required by GAAP to be included on a consolidated balance sheet of Acquiror and Merger Sub, except for liabilities and obligations (i) reflected or reserved for on the financial statements or disclosed in the notes thereto included in the Acquiror SEC Filings, (ii) that have arisen since the date of the most recent balance sheet included in the Acquiror SEC Filings in the ordinary course of business of Acquiror and Merger Sub, or (iii) which would not be, or would not reasonably be expected to be, material to Acquiror.

Section 5.14 Capitalization of Acquiror. (a) As of the date of this Agreement, the authorized share capital of Acquiror is $22,100.00 divided into (i) 200,000,000 Acquiror Class A Ordinary Shares, 21,500,000 of which are issued and outstanding as of the date of this Agreement, (ii) 20,000,000 Acquiror Class B Ordinary Shares, 5,375,000 of which are issued and outstanding as of the date of this Agreement, and (iii) 1,000,000 preference shares, par value $0.0001, of which no shares are issued and outstanding as of the date of this Agreement ((i), (ii) and (iii) collectively, the "Acquiror Securities"). The foregoing represents all of the issued and outstanding Acquiror Securities as of the date of this Agreement. All issued and outstanding Acquiror Securities (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents, and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound.

(b) All holders of Acquiror Class B Ordinary Shares have irrevocably waived any anti-dilution adjustment as to the ratio by which Acquiror Class B Ordinary Shares convert into Acquiror Class A Ordinary Shares or any other measure with an anti-dilutive effect, in any case, that results from or is related to the transactions contemplated by this Agreement. Subject to the terms of conditions of the Warrant Agreement, the Acquiror Warrants will be exercisable (after giving effect to the Domestication and Merger) for one share of Domesticated Acquiror Common Stock at an exercise price of eleven Dollars and fifty cents ($11.50) per share. As of the date of this Agreement, 5,375,000 Acquiror Public Warrants and 3,150,000 Acquiror Private Placement Warrants are issued and outstanding. The Acquiror Warrants are not exercisable until the later of (x) August 20, 2021 and (y) thirty (30) days after the Closing. All outstanding Acquiror Warrants (i) have been duly authorized and validly issued and constitute valid and binding obligations of Acquiror, enforceable against Acquiror in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound. Except for the Subscription Agreements, Acquiror's Governing Documents and this Agreement, there are no outstanding Contracts of Acquiror to repurchase, redeem or otherwise acquire any Acquiror Securities. Except as disclosed in the Acquiror SEC Filings and except for the Subscription Agreements and the Registration Rights Agreement, Acquiror is not a party to any shareholders agreement, voting agreement or registration rights agreement relating to Acquiror Ordinary Shares, Domesticated Acquiror Common Stock or any other equity interests of Acquiror.

(c)Except as contemplated by this Agreement or the other documents contemplated hereby, and other than in connection with the PIPE Investment, Acquiror has not granted any outstanding options, stock appreciation rights, warrants, rights or other securities convertible into or exchangeable or exercisable for Acquiror Securities, or any other commitments or agreements providing for the issuance of additional shares, the sale of treasury shares, for the repurchase or redemption of any Acquiror Securities or the value of which is determined by reference to the Acquiror Securities, and there are no Contracts of any kind which may obligate Acquiror to issue, purchase, redeem or otherwise acquire any of its Acquiror Securities.

(d) The Aggregate Merger Consideration, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable state and federal securities Laws and not subject to, and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, Acquiror's Governing Documents, or any Contract to which Acquiror is a party or otherwise bound.

(e)On or prior to the date of this Agreement, Acquiror has entered into Subscription Agreements, in substantially the form attached to Section 5.14(e) of the Acquiror Disclosure Letter, with PIPE Investors pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors have agreed, in connection with the transactions contemplated hereby, to purchase from Acquiror, shares of Domesticated Acquiror Common Stock for a PIPE Investment Amount of at least $210,000,000.00. Such Subscription Agreements are in full force and effect with respect to, and binding on, Acquiror and, to the knowledge of Acquiror, on each PIPE Investor party thereto, in accordance with their terms.

(f)Acquiror has no Subsidiaries apart from Merger Sub, and does not own, directly or indirectly, any equity interests or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. Acquiror is not party to any Contract that obligates Acquiror to invest money in, loan money to or make any capital contribution to any other Person.

Section 5.15 Brokers' Fees. Except fees listed on Section 5.15 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by Acquiror or any of its Affiliates.

Section 5.16 Indebtedness. Neither Acquiror nor Merger Sub has any Indebtedness.

Section 5.17 Taxes.

(a)All income and other material Tax Returns required to be filed by or with respect to Acquiror or Merger Sub have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all material amounts of Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) Acquiror has withheld from amounts owing to any employee, independent contractor, equity interest holder, creditor or other Person all Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and complied in all material respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(c) There are no Liens for any material amount of Taxes (other than Permitted Liens) upon the property or assets of Acquiror or Merger Sub.

(d)No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against Acquiror or Merger Sub that remains unpaid except for deficiencies being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(e)No material Tax audit or other examination of Acquiror or Merger Sub is presently in progress, nor has Acquiror been notified in writing of (nor to the knowledge of Acquiror has there been) any request or threat for such an audit or other examination, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any Taxes of Acquiror or Merger Sub.

(f)No written claim has been made by any Governmental Authority where Acquiror or Merger Sub does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

(g) Acquiror is not a party to any "listed transaction" within the meaning of Section 1.6011-4(b) of the Treasury Regulations.

(h)Acquiror has not taken any action, nor to the knowledge of Acquiror are there any facts or circumstances, that would reasonably be expected to prevent either the Domestication or the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations.

Section 5.18 Business Activities.

(a) Since formation, neither Acquiror or Merger Sub have conducted any business activities other than activities related to Acquiror's initial public offering or directed toward the accomplishment of a Business Combination. Except as set forth in Acquiror's Governing Documents or as otherwise contemplated by this Agreement or the Ancillary Agreements and the transactions contemplated hereby and thereby, there is no agreement, commitment, or Governmental Order binding upon Acquiror or Merger Sub or to which Acquiror or Merger Sub is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or Merger Sub or any acquisition of property by Acquiror or Merger Sub or the conduct of business by Acquiror or Merger Sub as currently conducted or as contemplated to be conducted as of the Closing, other than such effects, individually or in the aggregate, which have not been and would not reasonably be expected to be material to Acquiror or Merger Sub.

(b) Except for Merger Sub and the transactions contemplated by this Agreement and the Ancillary Agreements, Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, Acquiror has no material interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination. Except for the transactions contemplated by this Agreement and the Ancillary Agreements, Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity.

(c) Merger Sub was formed solely for the purpose of effecting the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby and has no, and at all times prior to the Effective Time, except as expressly contemplated by this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(d) As of the date hereof and except for this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby (including with respect to expenses and fees incurred in connection therewith), neither Acquiror nor Merger Sub are party to any Contract with any other Person that would require payments by Acquiror or any of its Subsidiaries after the date hereof in excess of $100,000 in the aggregate with respect to any individual Contract, other than Acquiror Transaction Expenses. As of the date hereof, there are no amounts outstanding under any Working Capital Loans.

Section 5.19 NYSE Stock Market Quotation. The Acquiror Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on the NYSE under the symbol "AONE". The Acquiror Public Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "AONE WS". Acquiror is in compliance with the rules of the NYSE and there is no Action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Ordinary Shares or Acquiror Warrants or terminate the listing of Acquiror Class A Ordinary Shares or Acquiror Public Warrants on the NYSE. None of Acquiror, Merger Sub or their respective Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Ordinary Shares or Acquiror Public Warrants under the Exchange Act except as contemplated by this Agreement.

Section 5.20 Registration Statement, Proxy Statement and Proxy Statement/Registration Statement. On the effective date of the Registration Statement, the Registration Statement, and when first filed in accordance with Rule 424(b) and/or filed pursuant to Section 14A, the Proxy Statement and the Proxy Statement/Registration Statement (or any amendment or supplement thereto), shall comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the effective date of the Registration Statement, the Registration Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading. On the date of any filing pursuant to Rule 424(b) and/or Section 14A, the date the Proxy Statement/Registration Statement and the Proxy Statement, as applicable, is first mailed to the Acquiror Shareholders and certain of the Company's stockholders, as applicable, and at the time of the Acquiror Shareholders' Meeting, the Proxy Statement/Registration Statement and the Proxy Statement, as applicable (together with any amendments or supplements thereto), will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding anything to the contrary herein, Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement.

Section 5.21 No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, each of Acquiror and Merger Sub, and any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives, acknowledge and agree that Acquiror has made its own investigation of the Company and that neither the Company nor any of its Affiliates, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or its Subsidiaries. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information,

documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement.

Section 5.22 No Additional Representation or Warranties. Except as provided in this Article V, neither Acquiror nor Merger Sub nor any their respective Affiliates, nor any of their respective directors, managers, officers, employees, stockholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Company or its Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to the Company or its Affiliates. Without limiting the foregoing, the Company acknowledges that the Company and its advisors, have made their own investigation of Acquiror, Merger Sub and their respective Subsidiaries and, except as provided in this Article V, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Acquiror, Merger Sub or any of their respective Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of Acquiror, Merger Sub and their respective Subsidiaries as conducted after the Closing, as contained in any materials provided by Acquiror, Merger Sub or any of their Affiliates or any of their respective directors, officers, employees, shareholders, partners, members or representatives or otherwise.

ARTICLE VI

COVENANTS OF THE COMPANY

Section 6.1 Conduct of Business.

(a) From and after the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article VI (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, except as contemplated by this Agreement or the Ancillary Agreements, as required by Law, as set forth on Section 6.1(a) of the Company Disclosure Letter, or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), use commercially reasonable efforts to (i) operate the business of the Company in the ordinary course of business consistent with past practice in all material respects (ii) preserve intact the current business organization and ongoing businesses of the Company and its Subsidiaries, (iii) maintain the existing material business relations of the Company and its Subsidiaries and (iv) keep available the services of its present officers and other key employees; provided, that, notwithstanding anything to the contrary in this Agreement, the Company or any of its Subsidiaries may take any action, including the establishment of any (or maintenance of any existing) policy, procedure or protocol, in order to respond to the impact of COVID-19 or comply with any applicable COVID-19 Measures; provided, further, in each case, that (A) such actions are reasonably necessary, taken in good faith and taken to preserve the continuity of the business of the Company and its Subsidiaries and/or the health and safety of their respective employees, and (B) the Company shall, to the extent reasonably practicable, inform Acquiror of any such actions prior to the taking thereof and shall consider in good faith any suggestions or modifications from Acquiror with respect thereto; provided, further, that in no event shall the Company's compliance with Section 6.1(b) constitute a breach of this Section 6.1(a).

(b) Without limiting the generality of the foregoing, except as set forth on Section 6.1(b) of the Company Disclosure Letter or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld or delayed) the Company shall not, and the Company shall cause its Subsidiaries not to, except as contemplated by this Agreement or the Ancillary Agreements or required by Law:

(i) change or amend the Governing Documents of the Company or any of the Company's Subsidiaries or form or cause to be formed any new Subsidiary of the Company;

(ii) make or declare any dividend or distribution to the stockholders of the Company or make any other distributions in respect of any of the Company's or any of its Subsidiaries' capital stock or equity interests, except dividends and distributions by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company;

(iii) split, combine, reclassify, recapitalize or otherwise amend any terms of any shares or series of the Company's or any of its Subsidiaries' capital stock or equity interests, except for any such transaction by a wholly-owned Subsidiary of the Company that remains a wholly-owned Subsidiary of the Company after consummation of such transaction;

(iv) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries, except for (A) the acquisition by the Company or any of its Subsidiaries of any shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries in connection with the forfeiture or cancellation of such interests, or (B) transactions between the Company and any wholly-owned Subsidiary of the Company or between wholly-owned Subsidiaries of the Company or (C) the Employee Transactions with the Company Stockholders identified in Section 6.1(b)(iv) of the Company Disclosure Letter on the financial terms set forth therein;

(v) enter into, modify in any material respect or terminate (other than expiration in accordance with its terms) any Contract of a type required to be listed on Section 4.11 or Section 4.29 of the Company Disclosure Letter or any Real Property Lease, other than entry into such agreements in the ordinary course of business consistent with past practice or as required by Law;

(vi) sell, assign, transfer, convey, lease or otherwise dispose of any material tangible assets or properties of the Company or its Subsidiaries, including the Leased Real Property, except for (A) dispositions of obsolete or worthless equipment, (B) transactions among the Company and its wholly owned Subsidiaries or among its wholly owned Subsidiaries and (C) transactions in the ordinary course of business consistent with past practice;

(vii) acquire any ownership interest in any real property, other than in the ordinary course of business;

(viii) except as otherwise required by existing Company Benefit Plans, (i) grant any severance, retention, change in control or termination or similar pay, except in connection with the promotion, hiring or termination of employment of any non-officer employee in the ordinary course of business consistent with past practice,

(ii) make any change in the key management structure of the Company or any of the Company's Subsidiaries, or hire or terminate the employment of employees of the Company or any of the Company's Subsidiaries at any level above Vice President, other than terminations for cause or due to death or disability, (iii) terminate, adopt, enter into or materially amend any Company Benefit Plan, (iv) increase the cash compensation or bonus opportunity of any employee, officer, director or other individual service provider, except in the ordinary course of business consistent with past practice, (v) establish any trust or take any other action to secure the payment of any compensation payable by the Company or any of the Company's Subsidiaries or (vi) take any action to amend or waive any performance or vesting criteria or to accelerate the time of payment or vesting of any compensation or benefit payable by the Company or any of the Company's Subsidiaries;

(ix) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof, other than any such transaction (A) in which the aggregate consideration does not exceed, individually or in the aggregate, $15,000,000 or (B) that is not reasonably expected to individually or in the aggregate, materially impair or delay the ability of the Company to perform its obligations hereunder;

(x) (A) make, change or revoke any material Tax election in respect of any Taxes, (B) amend, modify or otherwise change any filed Tax Return, (C) adopt or request permission of any Governmental Authority to change any accounting method in respect of any material Taxes, (D) enter into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) with any Governmental Authority, (E) settle any claim or assessment in respect of any Taxes, (F) knowingly surrender or allow to expire any right to claim a refund of any Taxes, (G) prepare or file any Tax Return inconsistent with applicable Laws and the past practices of the Company and its Subsidiaries, or (H) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any Taxes;

(xi) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations;

(xii) (i) incur or assume any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any Subsidiary of the Company or guaranty any debt securities of another Person, other than any Indebtedness or guarantee incurred between the Company and any of its wholly owned Subsidiaries or between any of such wholly-owned Subsidiaries; or (ii) discharge any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise) which individually or in the aggregate exceed $10,000,000, except as otherwise contemplated by this Agreement or as such obligations become due;

(xiii) issue any additional shares of Company Capital Stock or securities exercisable for or convertible into Company Capital Stock, except for issuances of Company Capital Stock pursuant to the (A) exercise of Company Options or the settlement of Company RSUs under the Company Incentive Plan and applicable award agreement in accordance with their terms as in effect as of the date of this Agreement or (B) the exercise of warrants to purchase Company Capital Stock or the conversion of any Company Capital Stock in accordance with its terms as in effect as of the date of this Agreement, in each case, that are outstanding as of the date hereof, or grant any additional equity or equity-based compensation;

(xiv) adopt a plan of, or otherwise enter into or effect a, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its Subsidiaries (other than the Merger);

(xv) other than with respect to any Legal Proceedings set forth in Section 6.1(b)(xv) of the Company Disclosure Letter, waive, release, settle, compromise or otherwise resolve any inquiry, investigation, claim, Action, litigation or other Legal Proceedings, except where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than $2,000,000 individually and less than $4,000,000 in the aggregate;

(xvi) grant to, or agree to grant to, any Person rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, or sell, lease, license (other than licenses to Intellectual Property granted by the Company or any of the Company's Subsidiaries in the ordinary course of business consistent with past practice), abandon or permit to lapse or become subject to a Lien (other than a Permitted Lien) or otherwise dispose of, any rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, disclose or agree to disclose to any Person (other than Acquiror) any Trade Secret other than grants of non-exclusive licenses to customers in the ordinary course of business, fail to diligently prosecute any application for the Company or its Subsidiaries' Patents, Trademarks and Copyrights, fail to exercise a right of renewal, or grant, extend, waive, amend or modify (except as required in the diligent prosecution of the Intellectual Property owned by the Company or its Subsidiaries), except for the expiration of Company Registered Intellectual Property in accordance with the applicable statutory term (or in the case of domain names, applicable registration period) or in the reasonable exercise of the Company's or any of its Subsidiaries' business judgment as to the costs and benefits of maintaining the item;

(xvii) make or commit to make capital expenditures other than in an amount not in excess of the amount set forth on Section 6.1(b)(xvii) of the Company Disclosure Letter, in the aggregate;

(xviii) limit the right of the Company or any of the Company's Subsidiaries to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person, in each case, except where such limitation does not, and would not be reasonably likely to, individually or in the aggregate, materially and adversely affect, or materially disrupt, the operation of the businesses of the Company and its Subsidiaries, taken as a whole, in the ordinary course of business consistent with past practice;

(xix) make any material change in financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP (including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization) or applicable Law;

(xx) enter into any agreement to do any action prohibited under this Section 6.1(b).

Section 6.2 Inspection. Subject to confidentiality obligations that may be applicable to information furnished to the Company or any of the Company's Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information that is subject to attorney-client privilege (provided, that to the extent reasonably possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege or compliance with such confidentiality obligation), (a) the Company shall, and shall cause its Subsidiaries to, afford to Acquiror and its accountants, counsel and other representatives reasonable access during the Interim Period for the purpose of consummating the transactions contemplated hereby, during normal business hours and with reasonable advance notice, subject to any COVID-19 Measures, in such manner as to not materially interfere with the ordinary course of business of the Company and its Subsidiaries, to all of their respective properties, books, Contracts, commitments, Tax Returns, records and appropriate officers and employees of the Company and its Subsidiaries, and shall furnish such representatives with all financial and operating data and other information concerning the affairs of the Company and its Subsidiaries as such representatives may reasonably request for the purpose of consummating the transactions contemplated hereby; provided, that such access shall not include any

unreasonably invasive or intrusive investigations or other testing, sampling or analysis of any properties, facilities or equipment of the Company or its Subsidiaries without the prior written consent of the Company.

Section 6.3 Preparation and Delivery of Additional Company Financial Statements. As soon as reasonably practicable after the date hereof, the Company shall deliver to Acquiror the audited balance sheets and statement of operations and comprehensive loss, cash flows and changes in temporary and permanent equity of the Company and its Subsidiaries as of and for the twelve (12)-month period ended December 31, 2020, together with the auditor's reports thereon (the "2020 Audited Financial Statements"), which shall comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant; provided, that upon delivery of such 2020 Audited Financial Statements, the representations and warranties set forth in Section 4.7 shall be deemed to apply to the 2020 Audited Financial Statements with the same force and effect as if made as of the date of this Agreement.

Section 6.4 Affiliate Agreements. All Affiliate Agreements set forth on Section 6.4 of the Company Disclosure Letter shall be terminated or settled, at or prior to the Closing, without further liability to Acquiror, the Company or any of the Company's Subsidiaries.

Section 6.5 Acquisition Proposals. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, the Company and its Subsidiaries shall not, and the Company shall cause its representatives acting on its or their behalf not to, (i) initiate any negotiations with any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company's Subsidiaries to any Person relating to, an Acquisition Proposal or afford to any Person access to the business, properties, assets or personnel of the Company or any of the Company's Subsidiaries in connection with an Acquisition Proposal, (ii) enter into any acquisition agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (iii) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state, in each case, in connection with an Acquisition Proposal, or (iv) otherwise knowingly facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal. The Company also agrees that immediately following the execution of this Agreement it shall, and shall cause its representatives acting on its behalf, to cease any solicitations, discussions or negotiations with any Person (other than the parties hereto and their respective representatives) conducted heretofore in connection with an Acquisition Proposal. The Company also agrees that within three (3) Business Days of the execution of this Agreement, the Company shall request each Person (other than the parties hereto and their respective representatives) that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of acquiring the Company (and with whom the Company has had contact in the twelve (12) months prior to the date of this Agreement regarding the acquisition of the Company) to return or destroy all confidential information furnished to such Person by or on behalf of it prior to the date hereof and terminate access to any physical or electronic data room maintained by or on behalf of the Company.

ARTICLE VII

COVENANTS OF ACQUIROR

Section 7.1 Employee Matters.

(a) Equity Incentive Plan; Employee Stock Purchase Plan. Prior to the Closing Date, Acquiror shall approve and adopt an equity incentive plan substantially in the form attached hereto as Exhibit E (the "Equity Incentive Plan"), the effectiveness of which shall be subject to and conditioned upon the shareholder approval of such equity plan described in Section 8.2(b). Prior to the Closing Date, Acquiror shall approve and adopt an employee stock purchase plan substantially in the form attached hereto as Exhibit F (the "Employee Stock Purchase Plan"), in the manner prescribed under Section 423 of the Code and other applicable Laws, the effectiveness of which shall be subject to and conditioned upon the shareholder approval of such plan described in Section 8.2(b). Within ten (10) Business Days following the expiration of the sixty (60)-day period following the date Acquiror has filed current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Acquiror shall file an effective registration statement on Form S-8 (or other applicable form) with respect to the Domesticated Acquiror Common Stock issuable under the Equity Incentive Plan and the Employee Stock Purchase Plan.

(b) No Third-Party Beneficiaries. Notwithstanding anything herein to the contrary, each of the parties to this Agreement acknowledges and agrees that all provisions contained in this Section 7.1 are included for the sole benefit of Acquiror and the Company, and that nothing in this Agreement, whether express or implied, (i) shall be construed to establish, amend, or modify any employee benefit plan, program, agreement or arrangement, (ii) shall limit the right of Acquiror, the Company or their respective Affiliates to amend, terminate or otherwise modify any Company Benefit Plan or other employee benefit plan, agreement or other arrangement following the Closing Date, or (iii) shall confer upon any Person who is not a party to this Agreement (including any equityholder, any current or former director, manager, officer, employee or independent contractor of the Company, or any participant in any Company Benefit Plan or other employee benefit plan, agreement or other arrangement (or any dependent or beneficiary thereof)), any right to continued or resumed employment or recall, any right to compensation or benefits, or any third-party beneficiary or other right of any kind or nature whatsoever.

Section 7.2 Trust Account Proceeds and Related Available Equity.

(a) If (i) the amount of cash available in the Trust Account immediately prior to Closing, after deducting (A) the amounts required to satisfy the Acquiror Share Redemption Amount and (B) all unpaid Company Transaction Expenses and Acquiror Transaction Expenses, *plus* (ii) the PIPE Investment Amount actually received by Acquiror prior to or substantially concurrently with the Closing (the sum of (i) and (ii), the "Available Acquiror Cash") is equal to or greater than $200,000,000.00 (the "Minimum Available Acquiror Cash Amount"), then the condition set forth in Section 9.3(d) shall be satisfied.

(b) Upon satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article IX and provision of notice thereof to the Trustee (which notice Acquiror shall provide to the Trustee in accordance with the terms of the Trust Agreement), (i) in accordance with and pursuant to the Trust Agreement, at the Closing, Acquiror (A) shall cause any documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered and (B) shall make all appropriate arrangements to cause the Trustee to, and the Trustee shall thereupon be obligated to (1) pay as and when due all amounts payable to Acquiror Shareholders pursuant to the Acquiror Share Redemptions, and (2) pay all remaining amounts then available in the Trust Account to Acquiror for immediate use in accordance with the terms of this Agreement, subject to this Agreement and the Trust Agreement and (ii) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 7.3 NYSE Listing. From the date hereof through the Effective Time, Acquiror shall ensure Acquiror remains listed as a public company on the NYSE, shall prepare and submit to the NYSE a listing application in connection with the transactions contemplated by this Agreement, covering the Registration Statement Securities (the "Listing Application"), and the Company shall reasonably cooperate with Acquiror with respect to the Listing Application. Acquiror shall use its reasonable best efforts to cause: (a) the Listing Application to have been approved by the NYSE: (b) Acquiror to satisfy all applicable initial and continuing listing requirements of the NYSE; and (c) the Registration Statement Securities, to be approved for listing on the NYSE with the trading ticker "MKFG", in each case, as promptly as reasonably practicable after the date of this Agreement, and in any event as of immediately following the Effective Time, and in each of case (a), (b) and (c), the Company shall, and shall cause its Subsidiaries to, reasonably cooperate with Acquiror with respect thereto.

Section 7.4 No Solicitation by Acquiror. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, Acquiror shall not, and shall cause its Subsidiaries not to, and Acquiror shall instruct its and their representatives acting on its and their behalf, not to, (i) make any proposal or offer that constitutes a Business Combination Proposal, (ii) initiate any discussions or negotiations with any Person with respect to a Business Combination Proposal or (iii) enter into any acquisition agreement, business combination, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Business Combination Proposal, in each case, other than to or with the Company and its respective representatives. From and after the date hereof, Acquiror shall, and shall instruct its officers and directors to, and Acquiror shall instruct and cause its representatives acting on its behalf, its Subsidiaries and their respective representatives (acting on their behalf) to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to a Business Combination Proposal (other than the Company and its representatives).

Section 7.5 Acquiror Conduct of Business.

(a) From and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement, Acquiror shall, and shall cause Merger Sub to, except as expressly contemplated by this Agreement (including as contemplated by the PIPE Investment or in connection with the Domestication) or the Ancillary Agreements, as required by applicable Law, as set forth on Section 7.5 of the Acquiror Disclosure Letter or as expressly consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld or delayed), operate its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, except as set forth on Section 7.5 of the Acquiror Disclosure Letter or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld or delayed if such matter is in furtherance of the transactions contemplated by this Agreement), Acquiror shall not, and Acquiror shall cause Merger Sub not to, except as otherwise contemplated by this Agreement (including as contemplated by the PIPE Investment or in connection with the Domestication) or the Ancillary Agreements or as required by Law:

(i) seek any approval from the Acquiror Shareholders, to change, modify or amend the Trust Agreement or the Governing Documents of Acquiror or Merger Sub, except as contemplated by the Transaction Proposals;

(ii) (x) make, set aside, pay or declare any dividend or distribution to the shareholders of Acquiror or make any other distributions in respect of any of Acquiror's or Merger Sub Capital Stock, share capital or equity interests, (y) split, subdivide, combine, consolidate, reclassify or otherwise amend any terms of any shares or series of Acquiror's or Merger Sub's Capital Stock or equity interests, or (z) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, share capital or membership interests, warrants or other equity interests of Acquiror or Merger Sub, other than a redemption of Acquiror Class A Ordinary Shares required to be made as part of the Acquiror Share Redemptions;

(iii) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations;

(iv) enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Acquiror or Merger Sub (including, for the avoidance of doubt, (x) the Sponsor and (y) any Person in which the Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater);

(v) incur or assume any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of the Company's Subsidiaries or guaranty any debt securities of another Person, other than any indebtedness for borrowed money or guarantee (w) incurred in the ordinary course of business consistent with past practice and in an aggregate amount not to exceed $100,000, (x) pursuant to any Working Capital Loans, (y) incurred between Acquiror and Merger Sub or (z) in respect of an Acquiror Transaction Expense permitted by clause (vi) below;

(vi) incur, create, guarantee, assume or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness or otherwise incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any other material liabilities, debts or obligations, other than (A) in support of the ordinary course operations of Acquiror and incident to the consummation of the transactions contemplated by this Agreement or any of the Ancillary Agreements, which are not, individually or in the aggregate, in excess of $1,000,000 or (B) pursuant to any Contract set forth on Section 5.16 of the Acquiror Disclosure Letter;

(vii) waive, release, compromise, settle or satisfy any (A) pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or (B) any other Legal Proceeding;

(viii) (A) issue any Acquiror Securities or any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable into, or for, Acquiror Securities, other than pursuant to Article III hereof or in respect of the PIPE Investment substantially concurrently with the Closing, (B) grant any options, warrants or other equity-based awards with respect to Acquiror Securities not outstanding on the date hereof, or (C) amend, modify or waive any of the material terms or rights set forth in any Acquiror Warrant or the Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein;

(ix) 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 Acquiror;

(x) enter into any Contract with any broker, finder, investment banker or other Person under which such Person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement;

(xi) take any action or knowingly fail to take any action, which action or failure to act prevents or impedes, or would reasonably be expected to prevent or impede the Intended Tax Treatment;

(xii) waive, release, compromise, settle or satisfy any pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Legal Proceeding)

(xiii) create any new Subsidiary; or

(xiv) enter into any agreement to do any action prohibited under this Section 7.5.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries (including Merger Sub) to comply with, and continue performing under, as applicable, Acquiror's Governing Documents, the Trust Agreement and, in all material respects, all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

Section 7.6 Post-Closing Directors and Officers of Acquiror. Subject to the terms of the Acquiror Governing Documents, Acquiror shall take all such action within its power as may be necessary or appropriate such that immediately following the Effective Time:

(a) the Board of Directors of Acquiror shall consist of up to nine (9) directors, a majority of whom shall be "independent" directors for the purposes of NYSE rules (each, an "Independent Director"), seven (7) of such directors to be as set forth on Section 7.6 of the Company Disclosure Letter, and the two (2) remaining Independent Directors to be designated by the Company (each, a "Designated Independent Director") and, in each case, who shall serve in such capacity in accordance with the terms of the Acquiror Governing Documents following the Effective Time; provided, that the Company shall deliver or cause to be delivered by written notice to Acquiror, as soon as reasonably practicable after the date hereof (but in any event prior to the effectiveness of the Registration Statement), the names of the Designated Independent Directors pursuant to this Section 7.6(a);

(b) the Chairperson of the Board of Directors of Acquiror shall be designated by the Company from among the Designated Independent Directors, and shall serve in such capacity in accordance with the terms of the Acquiror Governing Documents following the Effective Time; and

(c) the initial officers of Acquiror shall be as set forth on Section 2.6 of the Company Disclosure Letter, who shall serve in such capacity in accordance with the terms of the Acquiror Governing Documents following the Effective Time.

Section 7.7 Domestication. Subject to receipt of the Acquiror Shareholder Approval, prior to the Effective Time, Acquiror shall cause the Domestication to become effective, including by (a) filing with the Delaware Secretary of State a Certificate of Domestication with respect to the Domestication, in form and substance reasonably acceptable to Acquiror and the Company, together with the Certificate of Incorporation of Acquiror in substantially the form attached as Exhibit A to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company), in each case, in accordance with the provisions thereof and applicable Law, (b) completing and making and procuring all those filings required to be made with the Cayman Registrar in connection with the Domestication, and (c) obtaining a certificate of de-registration from the Cayman Registrar. In accordance with applicable Law, the Domestication shall provide that at the effective time of the Domestication, by virtue of the Domestication, and without any action on the part of any Acquiror Shareholder, (i) each then issued and outstanding Acquiror Class A Ordinary Share shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (ii) each then issued and outstanding Acquiror Class B Ordinary Share shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (iii) each then issued and outstanding Cayman Acquiror Warrant shall convert automatically into a Domesticated Acquiror Warrant, pursuant to the Warrant Agreement; and (iv) each then issued and outstanding Cayman Acquiror Unit shall convert automatically into a Domesticated Acquiror Unit. Immediately following the Domestication, Acquiror shall have caused each issued and outstanding Domesticated Acquiror Unit to have separated into one share of Domesticated Acquiror Common Stock and one-fourth of one Domesticated Acquiror Warrant.

Section 7.8 Indemnification and Insurance.

(a) From and after the Effective Time, Acquiror agrees that it shall indemnify and hold harmless each present and former director and officer of (x) the Company and each of its Subsidiaries (the "Company Indemnified Parties") and (y) Acquiror and each of its Subsidiaries (the "Acquiror Indemnified Parties" and together with the Company Indemnified Parties, the "D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Legal Proceeding or written demand, whether civil, criminal, administrative or investigative, whether formal or informal, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and its respective Governing Documents and indemnification agreements in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law, Governing Documents and indemnification agreements). Without limiting the foregoing, Acquiror shall, and shall cause its Subsidiaries to (i) maintain for a period of not less than six (6) years from the Effective Time provisions in its Governing Documents concerning the indemnification and exculpation (including provisions relating to expense advancement) of Acquiror's and its Subsidiaries' (including the Company's and its Subsidiaries') former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the Governing Documents and indemnification agreements of the Company, Acquiror or their respective Subsidiaries, as applicable, in each case, as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Acquiror shall assume, and be liable for, each of the covenants in this Section 7.8.

(b) Acquiror shall maintain in effect for a period of six (6) years after the Effective Time, without lapses in coverage, directors' and officers' liability insurance coverage for the benefit of the Company Indemnified Parties with respect to any acts, errors or omissions occurring on or prior to the Effective Time on terms not less favorable than the terms of the Company's or its respective Subsidiaries' current directors' and officers' liability insurance coverages; provided, that Acquiror shall not pay a premium for such policy or policies in excess of three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement. In the event that the premium for such policy or policies exceeds three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement, Acquiror shall purchase the maximum coverage available for three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement. If any claim is asserted or made within such six (6) year period under any insurance required to be maintained under this Section 7.8, such insurance shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding Section 7.8(b), the Company may, at its sole option, purchase, at or prior to the Closing, and Acquiror shall maintain, in effect for a period of six (6) years after the Effective Time, without lapses in coverage, a "tail" policy or policies providing directors' and officers' liability insurance coverage for the benefit of the Company Indemnified Parties with respect to any acts, errors or omissions occurring on or prior to the Effective Time (the "Company D&O Tail Policy"). Such Company D&O Tail Policy shall provide coverage on terms (with respect to coverage and amount) that are substantially the same as (and no less favorable in the aggregate to the insured than) the coverage provided under the Company's directors' and officers' liability insurance policies as of the date of this Agreement; provided that the Company shall not pay a premium for such "tail" policy or policies in excess of three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement. In the event that the premium for the Company D&O Tail Policy exceeds three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement, the Company shall purchase the maximum coverage available for three hundred fifty percent (350%) of the most recent annual premium paid by the Company prior to the date of this Agreement. In the event that the Company purchases the Company D&O Tail Policy, Acquiror shall not be obligated to maintain the directors' and officers' liability insurance coverage for the benefit of the Company Indemnified Parties with respect to any acts, errors or omissions occurring on or prior to the Effective Time as set forth in Section 7.8(b).

(d) Acquiror shall purchase, at or prior to the Closing and shall maintain in effect for a period of six (6) years after the Effective Time, without lapses in coverage, a "tail" policy or policies providing directors' and officers' liability insurance coverage for the benefit of the Acquiror Indemnified Parties with respect to any acts, errors or omissions occurring on or prior to the Effective Time (the "Acquiror D&O Tail Policy"). Such Acquiror D&O Tail Policy shall provide coverage on terms (with respect to coverage and amount) that are substantially the same as (and no less favorable in the aggregate to the insured than) the coverage provided under Acquiror's directors' and officers' liability insurance policies as of the date of this Agreement; provided that Acquiror shall not pay a premium for such "tail" policy or policies in excess of three hundred fifty percent (350%) of the most recent annual premium paid by Acquiror prior to the date of this Agreement. In the event that the premium for the Acquiror D&O Tail Policy exceeds three hundred fifty percent (350%) of the most recent annual premium paid by Acquiror prior to the date of this Agreement, Acquiror shall purchase the maximum coverage available for three hundred fifty percent (350%) of the most recent annual premium paid by Acquiror prior to the date of this Agreement.

(e) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.8 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Acquiror and all successors and assigns of Acquiror. In the event that Acquiror or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Acquiror shall ensure that proper provision shall be made so that the successors and assigns of Acquiror shall succeed to the obligations set forth in this Section 7.8. The D&O Indemnified Parties are intended to be third-party beneficiaries of this Section 7.8.

(f) On the Closing Date, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and Acquiror with the post-Closing directors and officers of Acquiror, which indemnification agreements shall continue to be effective following the Closing.

Section 7.9 Acquiror Public Filings. From the date hereof through the Effective Time, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 7.10 PIPE Subscriptions. Unless otherwise approved in writing by the Company, Acquiror shall not (other than changes that are solely ministerial and other *de minimis* changes) permit any amendment or modification to be made to, permit any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Subscription Agreements, in each case, other than any assignment or transfer expressly permitted thereby (without any further amendment, modification or waiver to such assignment or transfer provision). Subject to the immediately preceding sentence and in the event that all conditions in the Subscription Agreements have been satisfied, Acquiror shall use its reasonable best efforts to take, or to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to Acquiror the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. Without limiting the generality of the foregoing, Acquiror shall give the Company prompt written notice: (a) of any requested amendment to any Subscription Agreement; (b) of any breach or default to the knowledge of Acquiror by any party to any Subscription Agreement; (c) of the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, or to the knowledge of Acquiror, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement; and (d) if Acquiror does not expect to receive all or any portion of the applicable purchase price under any Investor's Subscription Agreement in accordance with its terms.

ARTICLE VIII

JOINT COVENANTS

Section 8.1 HSR Act and Foreign Antitrust Approvals; Other Filings.

(a) In connection with the transactions contemplated hereby, each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) (i) comply promptly but in no event later than ten (10) Business Days after the date hereof with the notification and reporting requirements of the HSR Act and (ii) as soon as practicable, make such other filings with any foreign Governmental Authorities (including all Permits) as may be required under any applicable similar foreign Law. Each of the Company and Acquiror shall substantially comply with any Antitrust Information or Document Requests.

(b) Each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) exercise its reasonable best efforts to (i) obtain termination or expiration of the waiting period under the HSR Act and (ii) prevent the entry, in any Legal Proceeding brought by an Antitrust Authority or any other Person, of any Governmental Order which would prohibit, make unlawful or delay the consummation of the transactions contemplated hereby.

(c) With respect to each of the above filings and any other requests, inquiries, Actions or other proceedings by or from Governmental Authorities, each of the Company and Acquiror shall (and, to the extent required, shall cause its controlled Affiliates to) (i) diligently and expeditiously defend and use reasonable best efforts to obtain any necessary clearance, approval, consent, or Governmental Approval under Laws prescribed or enforceable by any Governmental Authority for the transactions contemplated by this Agreement and to resolve any objections as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement; and (ii) cooperate with each other in the defense and conduct of such matters. To the extent not prohibited by Law, each party hereto shall keep the other party reasonably informed regarding the status and any material developments regarding any Governmental Approval processes, and the Company shall promptly furnish to Acquiror, and Acquiror shall promptly furnish to the Company, copies of any notices or written communications received by such party or any of its Affiliates from any third party or any Governmental Authority with respect to the transactions contemplated hereby, and each party shall permit counsel to the other parties an opportunity to review in advance, and each party shall consider in good faith the views of such counsel in connection with, any proposed written communications by such party and/or its Affiliates to any Governmental Authority concerning the transactions contemplated hereby; provided, that none of the parties shall extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Authority without the written consent of the other parties. To the extent not prohibited by Law, the Company agrees to provide Acquiror and its counsel, and Acquiror agrees to provide the Company and its counsel, the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such party and/or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby.

(d) Acquiror and the Company shall each bear half (50%) of all filing fees payable to any Antitrust Authority in connection with the transactions

contemplated by this Agreement.

Section 8.2 Preparation of Proxy Statement/Registration Statement; Shareholders' Meeting and Approvals.

(a) Registration Statement and Prospectus.

(i)As promptly as practicable after the execution of this Agreement, (x) Acquiror and the Company shall jointly prepare and Acquiror shall file with the SEC, mutually acceptable materials which shall include the proxy statement to be filed with the SEC as part of the Registration Statement and sent to the Acquiror Shareholders relating to the Acquiror Shareholders' Meeting (such proxy statement, together with any amendments or supplements thereto, the "Proxy Statement") and (y) Acquiror shall prepare (with the Company's reasonable cooperation (including causing its Subsidiaries and representatives to cooperate)) and file with the SEC the Registration Statement, in which the Proxy Statement will be included as a prospectus (the "Proxy Statement/Registration Statement"), in connection with the registration under the Securities Act of (A) shares of Domesticated Acquiror Common Stock and Domesticated Acquiror Warrants and units comprising such to be issued in exchange for the issued and outstanding Acquiror Ordinary Shares, Acquiror Warrants and Cayman Acquiror Units, respectively, in the Domestication, (B) shares of Domesticated Acquiror Common Stock that constitute the Aggregate Merger Consideration and (C) shares of Domesticated Acquiror Common Stock that constitute the Earnout Shares (collectively, the "Registration Statement Securities"). Each of Acquiror and the Company shall use its reasonable best efforts to (a) cause the Proxy Statement/Registration Statement to comply with the rules and regulations promulgated by the SEC, (b) promptly notify the other of, reasonably cooperate with each other with respect to, and respond promptly to any comments of the SEC or its staff, (c) have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and (d) keep the Registration Statement effective through the Closing in order to consummate the transactions contemplated by this Agreement. Acquiror also agrees to use its reasonable best efforts to obtain all necessary state securities law or "blue sky" permits and approvals required to carry out the transactions contemplated hereby, and the Company shall furnish all information concerning the Company, its Subsidiaries and any of their respective members or stockholders as may be reasonably requested in connection with any such action. Each of Acquiror and the Company agrees to furnish to the other party all information concerning itself, its Subsidiaries, officers, directors, managers, stockholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Proxy Statement/Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement, or any other statement, filing, notice or application made by or on behalf of Acquiror, the Company or their respective Subsidiaries to any regulatory authority (including the NYSE) in connection with the Merger and the other transactions contemplated hereby (the "Offer Documents"). Acquiror will cause the Proxy Statement/Registration Statement to be mailed to the Acquiror Shareholders in each case promptly after the Registration Statement is declared effective under the Securities Act.

(ii) Acquiror will advise the Company, reasonably promptly after Acquiror receives notice thereof, of the time when the Proxy Statement/Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Domesticated Acquiror Common Stock for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Proxy Statement/Registration Statement or for additional information. The Company and their counsel shall be given a reasonable opportunity to review and comment on the Proxy Statement/Registration Statement and any Offer Document each time before any such document is filed with the SEC, and Acquiror shall give reasonable and good faith consideration to any comments made by the Company and its counsel. Acquiror shall promptly provide the Company and its counsel with (A) any comments or other communications, whether written or oral, that Acquiror or its counsel may receive from time to time from the SEC or its staff with respect to the Proxy Statement/Registration Statement or Offer Documents promptly after receipt of those comments or other communications and (B) a reasonable opportunity to participate in the response of Acquiror to those comments (which Acquiror shall promptly file) and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with the Company or its counsel in any discussions or meetings with the SEC.

(iii) Each of Acquiror and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in (A) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, 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, not misleading or (B) the Proxy Statement will, at the date it is first mailed to the Acquiror Shareholders and at the time of the Acquiror Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(iv) If at any time prior to the Effective Time any information relating to the Company, Acquiror or any of their respective Subsidiaries, Affiliates, directors or officers is discovered by the Company or Acquiror, which is required to be set forth in an amendment or supplement to the Proxy Statement or the Registration Statement, so that neither of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, with respect to the Proxy Statement, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Acquiror Shareholders.

(v) Acquiror and the Company shall each bear half (50%) of all fees and expenses incurred in connection with the preparation and filing of the Offer Documents, other than the fees and expenses of advisors (which will be borne by the party incurring such fees).

(b) Acquiror Shareholder Approval. Acquiror shall (a) as promptly as reasonably practicable after the Registration Statement is declared effective under the Securities Act, (i) cause the Proxy Statement to be disseminated to Acquiror Shareholders in compliance with applicable Law, (ii) (1) duly give notice of and (2) convene and hold a meeting of its shareholders (the "Acquiror Shareholders' Meeting") in accordance with Acquiror's Governing Documents and Section 710 of the NYSE Listing Rules as promptly as reasonably practicable following the date the Registration Statement is declared effective, and (iii) solicit proxies from the holders of Acquiror Class A Ordinary Shares to vote in favor of each of the Transaction Proposals, and (b) provide its shareholders with the opportunity to elect to effect an Acquiror Share Redemption. Acquiror shall, through its Board of Directors, recommend to its shareholders the (A) approval of the change in the jurisdiction of incorporation of Acquiror to the State of Delaware, (B) approval of the change of Acquiror's name to "Markforged Holding Corporation", (C) amendment and restatement of Acquiror's Governing Documents, in substantially the forms attached as Exhibits A and B to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company) (as may be subsequently amended by mutual written agreement of the Company and Acquiror at any time before the effectiveness of the Registration Statement) in connection with the Domestication, including any separate or unbundled proposals as are required to implement the foregoing, (D) the adoption and approval of this Agreement in accordance with applicable Law and NYSE rules and regulations, (E) approval of the issuance of shares of Domesticated Acquiror Common Stock in connection with the Domestication, Merger and the Subscription Agreements, (F) approval of the adoption by Acquiror of the equity plans described in Section 7.1, (G) the election of directors effective as of the Closing as contemplated by Section 7.6, (H) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto, (I) adoption and approval of any other proposals as reasonably agreed by Acquiror and the Company to be necessary or appropriate in connection with the transactions contemplated hereby and (J) adjournment of the Acquiror Shareholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (A) through (J), together, the "Transaction Proposals"), and include such

recommendation in the Proxy Statement. The Board of Directors of Acquiror shall not withdraw, amend, qualify or modify, or propose publicly or by formal action of the Board of Directors of Acquiror, any committee of the Board of Directors of Acquiror or Acquiror to withdraw, amend, qualify or modify, its recommendation to the shareholders of Acquiror that Acquiror Shareholders vote in favor of the Transaction Proposals. To the fullest extent permitted by applicable Law, (x) Acquiror agrees to promptly establish a record date for, duly call, give notice of, promptly convene and hold the Acquiror Shareholders' Meeting and submit for approval the Transaction Proposals and (y) Acquiror agrees that if the Acquiror Shareholder Approval shall not have been obtained at any such Acquiror Shareholders' Meeting, then Acquiror shall promptly continue to take all such necessary actions, including the actions required by this Section 8.2(b), and hold additional Acquiror Shareholders' Meetings in order to obtain the Acquiror Shareholder Approval. Acquiror may only adjourn the Acquiror Shareholders' Meeting (i) to solicit additional proxies for the purpose of obtaining the Acquiror Shareholder Approval, (ii) for the absence of a quorum and (iii) to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure that Acquiror has determined in good faith after consultation with outside legal counsel is required under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by Acquiror Shareholders prior to the Acquiror Shareholders' Meeting; provided, that the Acquiror Shareholders' Meeting (x) may not be adjourned to a date that is more than fifteen (15) days after the date for which the Acquiror Shareholders' Meeting was originally scheduled (excluding any adjournments required by applicable Law) and (y) shall not be held later than three (3) Business Days prior to the Termination Date. Acquiror agrees that it shall provide the holders of Acquiror Class A Ordinary Shares the opportunity to elect redemption of such Acquiror Class A Ordinary Shares in connection with the Acquiror Shareholders' Meeting, as required by Acquiror's Governing Documents.

(c) Company Stockholder Approvals. The Company shall use its reasonable best efforts to (i) obtain and deliver to Acquiror the Company Stockholder Approvals (x) in the form of a written consent executed by each of the Requisite Company Stockholders (pursuant to the Company Stockholder Support Agreement), promptly following the time at which the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders (and in any event within five (5) Business Days after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders), and (y) in accordance with the terms and subject to the conditions of the Company's Governing Documents, and (ii) take all other action necessary or advisable to secure the Company Stockholder Approvals as soon as reasonably practicable after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders (and in any event within five (5) Business Days after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders) and, if applicable, any additional consents or approvals of its stockholders related thereto.

Section 8.3 Support of Transaction. Without limiting any covenant contained in ARTICLE VI or ARTICLE VII, Acquiror and the Company shall each, and each shall cause its Subsidiaries to (a) use reasonable best efforts to obtain as soon as practicable all material consents and approvals of third parties (including any Governmental Authority) that any of Acquiror, or the Company or their respective Affiliates are required to obtain in order to consummate the Merger, and (b) take such other action as soon as practicable as may be reasonably necessary or as another party hereto may reasonably request to satisfy the conditions of ARTICLE IX or otherwise to comply with this Agreement and to consummate the transactions contemplated hereby as soon as practicable and in accordance with all applicable Law.

Section 8.4 Section 16 Matters. Prior to the Effective Time, each of Acquiror and the Company, as applicable, shall use all reasonable efforts to approve in advance in accordance with the applicable requirements of Rule 16b-3 promulgated under the Exchange Act, any dispositions of the Company Capital Stock (including derivative securities with respect to the Company Capital Stock) and acquisitions of Domesticated Acquiror Common Stock (including derivative securities with respect to Domesticated Acquiror Common Stock) resulting from the transactions contemplated by this Agreement by each officer or director of Acquiror or the Company who is subject to Section 16 of the Exchange Act (or who will become subject to Section 16 of the Exchange Act) as a result of the transactions contemplated hereby.

Section 8.5 Cooperation; Consultation. Prior to Closing, each of the Company and Acquiror shall, and each of them shall cause its respective Subsidiaries and Affiliates (as applicable) and its and their officers, directors, managers, employees, consultants, counsel, accounts, agents and other representatives to, reasonably cooperate in a timely manner in connection with any financing arrangement the parties may mutually agree to seek in connection with the transactions contemplated by this Agreement (it being understood and agreed that the consummation of any such financing by the Company or Acquiror shall be subject to the parties' mutual agreement), including (if mutually agreed by the parties) (a) by providing such information and assistance as the other party may reasonably request, (b) granting such access to the other party and its representatives as may be reasonably necessary for their due diligence, and (c) participating in a reasonable number of meetings, presentations, road shows, drafting sessions, due diligence sessions with respect to such financing efforts (including direct contact between senior management and other representatives of the Company and its Subsidiaries at reasonable times and locations). All such cooperation, assistance and access shall be granted during normal business hours and shall be granted under conditions that shall not unreasonably interfere with the business and operations of the Company, Acquiror, or their respective auditors. From the date of this Agreement until the Closing Date (or, if earlier, the valid termination of this Agreement pursuant to ARTICLE X), Acquiror shall use its reasonable best efforts to, and shall instruct its financial advisors to, keep the Company and its financial advisors reasonably informed with respect to the PIPE Investment during such period and consider in good faith any feedback from the Company or its financial advisors with respect to such matters.

Section 8.6 Transaction Litigation. From and after the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, Acquiror, on the one hand, and the Company, on the other hand, shall each notify the other promptly after learning of any shareholder demand (or threat thereof) or other shareholder claim, action, suit, audit, examination, arbitration, mediation, inquiry, Legal Proceeding, or investigation, whether or not before any Governmental Authority (including derivative claims), relating to this Agreement, or any of the transactions contemplated hereby (collectively, " Transaction Litigation") commenced or to the knowledge of Acquiror or the Company, as applicable, threatened in writing against (x) in the case of Acquiror, Acquiror, any of Acquiror's controlled Affiliates or any of their respective officers, directors, employees or shareholders (in their capacity as such) or (y) in the case of the Company, the Company, any of the Company's Subsidiaries or controlled Affiliates or any of their respective officers, directors, employees or shareholders (in their capacity as such). Acquiror and the Company shall each (i) keep the other reasonably informed regarding any Transaction Litigation, (ii) give the other the opportunity to, at its own cost and expense, participate in the defense, settlement and compromise of any such Transaction Litigation and reasonably cooperate with the other in connection with the defense, settlement and compromise of any such Transaction Litigation, (iii) consider in good faith the other's advice with respect to any such Transaction Litigation and (iv) reasonably cooperate with each other with respect to any Transaction Litigation; provided, however, that in no event shall (x) the Company, any of the Company's Affiliates or any of their respective officers, directors or employees settle or compromise any Transaction Litigation without the prior written consent of Acquiror (not to be unreasonably withheld, conditioned or delayed) or (y) Acquiror, any of Acquiror's Affiliates or any of their respective officers, directors or employees settle or compromise any Transaction Litigation without the Company's prior written consent (not to be unreasonably withheld, conditioned or delayed).

Section 8.7 Expense Statements. At least three (3) Business Days prior to the Closing Date, (a) Acquiror shall deliver to the Company a written statement setting forth a complete and accurate schedule of each Acquiror Transaction Expense as of the Closing Date and (b) the Company shall deliver to Acquiror a written statement setting forth a complete and accurate schedule of each Company Transaction Expense as of the Closing Date.

Section 8.8 Tax Matters. Each of the parties hereto shall (and shall cause their respective Affiliates to) cooperate fully, as and to the extent reasonably requested by another party, in connection with the filing of all Tax Returns contemplated by this Agreement, and any audit or tax proceeding. Such cooperation shall include reasonable best efforts to preserve for six (6) years after the Closing Date, except as otherwise required by applicable Laws, Tax Returns pertaining to the Company and (upon the other party's request) the provision (with the right to make copies) of records and information reasonably relevant to any tax proceeding or audit, making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

ARTICLE IX

CONDITIONS TO OBLIGATIONS

Section 9.1 Conditions to Obligations of Acquiror, Merger Sub, and the Company. The obligations of Acquiror, Merger Sub, and the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following conditions, any one or more of which may be waived in writing by all of such parties:

(a) The Acquiror Shareholder Approval shall have been obtained;

(b) The Company Stockholder Approvals shall have been obtained;

(c)The waiting period or periods under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements shall have expired or been terminated;

(d)There shall not be in force any Governmental Order, statute, rule or regulation enjoining or prohibiting the consummation of the Merger; provided, that the Governmental Authority issuing such Governmental Order has jurisdiction over the parties hereto with respect to the transactions contemplated hereby;

(e)Acquiror shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) after giving effect to the payment of the Acquiror Share Redemption Amount;

(f) The shares of Domesticated Acquiror Common Stock to be issued in connection with the Merger shall have been approved for listing by the NYSE;

(g)The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and remain pending; and

(h) The size and composition of the Board of Directors of Acquiror shall be composed as set forth in Section 7.6.

Section 9.2 Conditions to Obligations of Acquiror and Merger Sub. The obligations of Acquiror and Merger Sub to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror and Merger Sub:

(a) (i) The representations and warranties of the Company contained in Section 4.1, Section 4.2(a), the first sentence of Section 4.2(b), Section 4.3, Section 4.4(a), Section 4.6 (other than the first sentence of Section 4.6(a) and the first sentence of Section 4.6(b)) and Section 4.24(b) shall be true and correct in all material respects as of the Closing Date, except with respect to such representations and warranties that speak as of an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, (ii) the representations and warranties of the Company contained in the first sentence of Section 4.6(a) and the first sentence of Section 4.6(b) shall be true and correct in all respects other than *de minimis* inaccuracies as of the Closing Date, except with respect to such representations and warranties that speak as of an earlier date, which representations and warranties shall be true and correct in all respects other than *de minimis* inaccuracies at and as of such date, and (iii) each other representation and warranty of the Company contained in this Agreement (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect and Company Material Adverse Effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as of an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case in this clause (iii), inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect; and

(b) The Company shall have complied in all material respects with its covenants and agreements required to be performed as of or prior to the Closing.

Section 9.3 Conditions to the Obligations of the Company. The obligation of the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) (i) The representations and warranties of Acquiror and Merger Sub contained in Section 5.1, Section 5.2, Section 5.3(a) and Section 5.14 (other than the first sentence of Section 5.14(a)) shall be true and correct in all material respects as of the Closing Date, except with respect to such representations and warranties that speak as of an earlier date, which representations and warranties shall be true in all material respects at and as of such date, (ii) the representations and warranties of Acquiror and Merger Sub contained in the first sentence of Section 5.14(a) shall be true and correct in all respects other than *de minimis* inaccuracies as of the Closing Date, except with respect to such representations and warranties that speak as of an earlier date, which representations and warranties shall be true and correct in all respects other than *de minimis* inaccuracies at and as of such date, and (iii) each other representation and warranty of Acquiror and Merger Sub contained in this Agreement (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as of an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case in this clause (iii), inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Acquiror;

(b) Acquiror shall have complied in all material respects with its covenants and agreements required to be performed as of or prior to the Closing;

(c) The Domestication shall have been completed as provided in Section 7.7 and a time-stamped copy of the certificate issued by the Secretary of State of the State of Delaware in relation thereto shall have been delivered to the Company; and

(d) The Available Acquiror Cash shall be no less than the Minimum Available Acquiror Cash Amount.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by written consent of the Company and Acquiror;

(b)by written notice by either the Company or Acquiror if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which has become final and non-appealable and has the effect of making consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger;

(c) by written notice by either the Company or Acquiror if the Acquiror Shareholder Approval shall not have been obtained by reason of the failure to obtain the required vote at the Acquiror Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof;

(d) by written notice to the Company from Acquiror if (i) there is any material breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company, then, for a period of up to thirty (30) days (or such shorter period of time that remains between the date Acquiror provides written notice of such breach and the Termination Date) after receipt by the Company of notice from Acquiror of such breach, but only as long as the Company continues to use its reasonable best efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period, or (ii) the Closing has not occurred on or before September 30, 2021 (the "Termination Date"), unless Acquiror is in material breach hereof;

(e)by written notice to the Company from Acquiror if the Company Stockholder Approvals shall not have been obtained within five (5) Business Days after the Registration Statement is declared effective by the SEC and delivered or otherwise made available to stockholders; or

(f) by written notice to Acquiror from the Company if (i) there is any material breach of any representation, warranty, covenant or agreement on the part of Acquiror or Merger Sub set forth in this Agreement, such that the conditions specified in Section 9.3(a) or Section 9.3(b) would not be satisfied at the Closing (a "Terminating Acquiror Breach"), except that, if any such Terminating Acquiror Breach is curable by Acquiror, then, for a period of up to thirty (30) days (or such shorter period of time that remains between the date the Company provides written notice of such breach and the Termination Date) after receipt by Acquiror of notice from the Company of such breach, but only as long as Acquiror continues to use its reasonable best efforts to cure such Terminating Acquiror Breach (the " Acquiror Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Acquiror Breach is not cured within the Acquiror Cure Period or (ii) the Closing has not occurred on or before the Termination Date, unless the Company is in material breach hereof.

Section 10.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or stockholders, other than liability of the Company, Acquiror or Merger Sub, as the case may be, for any willful and material breach of this Agreement occurring prior to such termination, except that the provisions of this Section 10.2 and Article XI and the Confidentiality Agreement shall survive any termination of this Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Trust Account Waiver. The Company acknowledges that Acquiror is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated August 17, 2020 (the "Prospectus") available at www.sec.gov, substantially all of Acquiror's assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in a the trust account for the benefit of Acquiror, certain of its public stockholders and the underwriters of Acquiror's initial public offering (the "Trust Account"). The Company acknowledges that it has been advised by Acquiror that, except with respect to interest earned on the funds held in the Trust Account that may be released to Acquiror to pay its franchise Tax, income Tax and similar obligations, the Trust Agreement provides that cash in the Trust Account may be disbursed only in the limited circumstances set forth in the Investment Management Trust Agreement between Acquiror and Continental Stock Transfer & Trust Company, as trustee, dated August 17, 2020. For and in consideration of Acquiror entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, Contracts or agreements with Acquiror, including, without limitation, in connection with any willful and material breach by Acquiror , other than for the release of proceeds from the Trust Account upon the consummation of the Merger.

Section 11.2 Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its Board of Directors, Board of Managers, Managing Member or other officers or Persons thereunto duly authorized, (a) extend the time for the performance of the obligations or acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties (of another party hereto) that are contained in this Agreement or (c) waive compliance by the other parties hereto with any of the agreements or conditions contained in this Agreement, but such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver.

Section 11.3 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email (in each case in this clause (iv), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

(a) If to Acquiror or Merger Sub, to:

one
16 Funston Avenue, Suite A
The Presidio of San Francisco

San Francisco, California 94129
Attention: Troy B. Steckenrider III, Chief Financial Officer
Email: legal@astar.co

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

Cadwalader, Wickersham & Taft LLP
200 Liberty St.
New York, New York 10281
Attention: Stephen Fraidin
Andrew Alin
Niral Shah
Email: stephen.fraidin@cwt.com
andrew.alin@cwt.com
niral.shah@cwt.com

(b) If to the Company, to:

MarkForged, Inc.
480 Pleasant Street
Watertown, MA 02472
Attention: General Counsel
Email: Stephen.Karp@markforged.com

with copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Kenneth J. Gordon
Michael J. Minahan
Michael R. Patrone
Email: kgordon@goodwinlaw.com
mminihan@goodwinlaw.com
mpatrone@goodwinlaw.com

or to such other address or addresses as the parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

Section 11.4 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 11.5 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement; provided, however, that (a) if the Closing occurs, the D&O Indemnified Parties are intended third-party beneficiaries of, and may enforce, Section 7.8 and (b) the past, present and future directors, managers, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.16.

Section 11.6 Expenses. Except as otherwise set forth in this Agreement, each party hereto shall be responsible for and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of its legal counsel, financial advisers and accountants; provided, that if the Closing shall occur, Acquiror shall (x) pay or cause to be paid, the Company Transaction Expenses, and (y) pay or cause to be paid, any Acquiror Transaction Expenses, in each of case (x) and (y), in accordance with Section 2.4(c). For the avoidance of doubt, any payments to be made (or to cause to be made) by Acquiror pursuant to this Section 11.6 shall be paid upon consummation of the Merger and release of proceeds from the Trust Account.

Section 11.7 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction (except that the Cayman Islands Companies Act (As Revised) shall also apply to the Domestication).

Section 11.8 Headings; Counterparts. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.9 Company and Acquiror Disclosure Letters. The Company Disclosure Letter and the Acquiror Disclosure Letter (including, in each case, any section thereof) referenced herein are a part of this Agreement as if fully set forth herein. Any disclosure made by a party in the applicable Disclosure Letter, or any section thereof, with reference to any section of this Agreement or section of the applicable Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of this Agreement or sections of the applicable Disclosure Letter if it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other section of this Agreement or section of the applicable Disclosure Letter. Certain information set forth in the Disclosure Letters is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 11.10 Entire Agreement. (a) This Agreement (together with the Company Disclosure Letter and the Acquiror Disclosure Letter), (b) the Sponsor

Support Agreement and Company Stockholder Support Agreement (the "Ancillary Agreements") and (c) the Confidentiality Agreement, dated as of November 26, 2020, between Acquiror and the Company or its Affiliate (the "Confidentiality Agreement") constitute the entire agreement among the parties to this Agreement relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated hereby exist between such parties except as expressly set forth in this Agreement and the Ancillary Agreements.

Section 11.11 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement.

Section 11.12 Publicity.

(a) All press releases or other public communications relating to the transactions contemplated hereby, and the method of the release for publication thereof, shall prior to the Closing be subject to the prior mutual written consent of Acquiror and the Company, which approval shall not be unreasonably withheld by any party; provided, that no party shall be required to obtain consent pursuant to thisSection 11.12(a) to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 11.12(a).

(b) The restriction in Section 11.12(a) shall not apply to the extent the public announcement is required by applicable securities Law, any Governmental Authority or stock exchange rule; provided, however, that in such an event, the party making the announcement shall use its reasonable best efforts to consult with the other party in advance to review its form, content and timing and to consider such comments in good faith. Disclosures resulting from the parties' efforts to obtain approval or early termination under the HSR Act and to make any relating filing shall be deemed not to violate this Section 11.12.

(c) The initial press release concerning this Agreement and the transactions contemplated hereby shall be a joint press release in the form agreed by the Company and Acquiror prior to the execution of this Agreement and such initial press release (the "Signing Press Release") shall be released as promptly as reasonably practicable after the execution of this Agreement on the day thereof (or the immediately following day). Promptly after the execution of this Agreement, Acquiror shall file a current report on Form 8-K (the "Signing Filing") with the Signing Press Release and a description of this Agreement as required by, and in compliance with, the securities Laws, which the Company shall have the opportunity to review and comment upon prior to filing and Acquiror shall consider such comments in good faith.

Section 11.13 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

Section 11.14 Jurisdiction; Waiver of Jury Trial

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 11.14.

(b)EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.15 Enforcement. The parties hereto agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

Section 11.16 Non-Recourse. Except in the case of claims against a Person in respect of such Person's actual fraud:

(a)this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Company, Acquiror and Merger Sub as named parties hereto; and

(b) except to the extent a party hereto (and then only to the extent of the specific obligations undertaken by such party hereto), (i) no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of the Company, Acquiror or Merger Sub and (ii) no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in Contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Acquiror or Merger Sub under this Agreement for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

Section 11.17 Non-Survival of Representations, Warranties and Covenants. Except (x) as otherwise contemplated by Section 10.2, or (y) in the case of claims against a Person in respect of such Person's actual fraud, all of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall not survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

Section 11.18 Legal Representation.

(a) Acquiror hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Surviving Corporation) (all such parties, the "Goodwin Waiving Parties"), that Goodwin Procter LLP ("Goodwin") may represent the stockholders or holders of other equity interests of the Company or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "Goodwin WP Group"), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Company and its Subsidiaries or other Goodwin Waiving Parties, and each of Acquiror and the Company on behalf of itself and the Goodwin Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Goodwin's prior representation of the Company, its Subsidiaries or of Goodwin Waiving Parties. Acquiror and the Company, for itself and the Goodwin Waiving Parties, hereby further irrevocably acknowledge and agree that all privileged communications, written or oral, between the Company and its Subsidiaries or any member of the Goodwin WP Group and Goodwin, made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Surviving Corporation notwithstanding the Merger, and instead survive, remain with and are controlled by the Goodwin WP Group (the "Goodwin Privileged Communications"), without any waiver thereof. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Goodwin Privileged Communications, whether located in the records or email server of the Surviving Corporation and its Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Goodwin Privileged Communications, by virtue of the Merger.

(b) Each of Acquiror and the Company hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Surviving Corporation) (all such parties, the "Cadwalader Waiving Parties"), that Cadwalader, Wickersham & Taft LLP ("Cadwalader") may represent the stockholders or holders of other equity interests of the Sponsor or of Acquiror or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "Cadwalader WP Group"), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Sponsor, Acquiror and its Subsidiaries, or other Cadwalader Waiving Parties. Each of Acquiror and the Company, on behalf of itself and the Cadwalader Waiving Parties, hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Cadwalader's prior representation of the Sponsor, Acquiror and its Subsidiaries, or other Cadwalader Waiving Parties. Each of Acquiror and the Company, for itself and the Cadwalader Waiving Parties, hereby further irrevocably acknowledge and agree that all privileged communications, written or oral, between the Sponsor, Acquiror, or its Subsidiaries, or any other member of the Cadwalader WP Group, on the one hand, and Cadwalader, on the other hand, made prior to the Closing, in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Surviving Corporation notwithstanding the Merger, and instead survive, remain with and are controlled by the Cadwalader WP Group (the "Cadwalader Privileged Communications"), without any waiver thereof. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Cadwalader Privileged Communications, whether located in the records or email server of the Surviving Corporation and its Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Cadwalader Privileged Communications, by virtue of the Merger.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

MARKFORGED, INC.

By: /s/ Shai Terem
Name: Shai Terem
Title: Chief Executive Officer

ONE

By: /s/ Kevin Earnest Hartz
Name: Kevin Earnest Hartz
Title: Chief Executive Officer

CASPIAN MERGER SUB INC.

By: /s/ Kevin Earnest Hartz
Name: Kevin Earnest Hartz
Title: Chief Executive Officer

Exhibit A

Form of Certificate of Incorporation of Acquiror upon Domestication

Exhibit B

Form of Bylaws of Acquiror upon Domestication

Exhibit C

Form of Registration Rights Agreement

Exhibit D

Form of Lock-Up Agreement

Exhibit E

Form of Equity Incentive Plan

Exhibit F

Form of Employee Stock Purchase Plan

Exhibit 10.1

Execution Copy

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into on February 23, 2021, by and between one, a Cayman Islands exempted company ("AONE"), and the undersigned subscriber (the "Investor").

WHEREAS, this Subscription Agreement is being entered into in connection with the Agreement and Plan of Merger, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "Transaction Agreement"), by and among AONE, MarkForged, Inc., a Delaware corporation (the "Company"), and Caspian Merger Sub Inc., a Delaware corporation ("Merger Sub"), pursuant to which, among other things, Merger Sub will merge with and into the Company, with the Company as the surviving company in the merger and, after giving effect to such merger, becoming a wholly owned subsidiary of AONE, and AONE will change its name to Markforged Holding Corporation, on the terms and subject to the conditions therein (the "Transaction");

WHEREAS, prior to the closing of the Transaction (and as more fully described in the Transaction Agreement), AONE will domesticate as a Delaware corporation in accordance with Section 388 of the General Corporation Law of the State of Delaware and Part XII of the Cayman Islands Companies Law (2020 Revision) (the "Domestication");

WHEREAS, in connection with the Transaction, AONE is seeking commitments from interested investors to purchase, following the Domestication and prior to the closing of the Transaction, shares of AONE's Class A ordinary shares, par value $0.0001 per share, as such shares will exist as common stock in the Delaware corporation resulting from the Domestication (the "Shares"), in a private placement for a purchase price of $10.00 per share (the "Per Share Subscription Price");

WHEREAS, the aggregate purchase price to be paid by the Investor for the subscribed Shares (as set forth on the signature page hereto) is referred to herein as the "Subscription Amount;" and

WHEREAS, substantially concurrently with the execution of this Subscription Agreement, AONE is entering into separate subscription agreements (the "Other Subscription Agreements") with certain investors (the "Other Investors") with an aggregate purchase price of $210,000,000 (inclusive of the Subscription Amount) (the "PIPE Investment").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, set forth herein, and intending to be legally bound hereby, each of the Investor and AONE acknowledges and agrees as follows:

1. Subscription. The Investor hereby subscribes for and agrees to purchase from AONE, and AONE agrees to issue and sell to the Investor, the number of Shares set forth on the signature page of this Subscription Agreement on the terms and subject to the conditions provided for herein. The Investor acknowledges and agrees that, as a result of the Domestication, the Shares that will be issued pursuant hereto shall be shares of common stock in the Delaware corporation resulting from the Domestication (and not shares in a Cayman Islands exempted company).

2. Closing. The closing of the sale of the Shares contemplated hereby (the "Closing," and the date upon which the Closing occurs, the "Closing Date") shall occur following the Domestication on the date of the closing of the Transaction substantially concurrent with, and contingent on, the consummation of the Transaction (such closing date of the Transaction, the "Transaction Closing Date"). Upon delivery of written notice from (or on behalf of) AONE to the Investor (the "Closing Notice") that AONE reasonably expects all conditions to the closing of the Transaction to be satisfied or waived on an expected Transaction Closing Date that is not less than five (5) business days from the date on which the Closing Notice is delivered to the Investor, the Investor shall deliver the Subscription Amount at least two (2) business days prior to the expected Closing Date by wire transfer of United States dollars in immediately available funds to the account(s) specified by AONE in the Closing Notice. On the Transaction Closing Date, AONE shall issue the number of Shares to be purchased hereunder to the Investor, and cause such Shares to be registered in book entry form in the name of the Investor on AONE's share register, which book entry records shall be free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or applicable securities laws). For purposes of this Subscription Agreement, "business day" shall mean a day, other than a Saturday, Sunday or other day on which commercial banks in New York, New York or governmental authorities in the Cayman Islands (for so long as AONE remains domiciled in the Cayman Islands) are authorized or required by law to close. Prior to or at the Closing, the Investor shall deliver to AONE a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8. In the event the Transaction Closing Date does not occur within three (3) business days after the Transaction Closing Date specified in the Closing Notice, the Subscription Amount, to the extent paid, will promptly (but not later than two (2) business days thereafter) be returned to the Investor by wire transfer of U.S. dollars in immediately available funds to the account specified by the Investor, and any book-entries for the Shares shall be deemed repurchased and cancelled; provided that, unless this Subscription Agreement has been terminated pursuant to Section 8 hereof, such return of funds shall not terminate this Subscription Agreement or relieve the Investor of its obligation to purchase the Shares at the Closing (and the Investor shall be required to re-deliver to AONE the Subscription Amount following AONE's delivery of a new Closing Notice).

3. Closing Conditions.

(a) The obligation of the parties hereto to consummate the purchase and sale of the Shares pursuant to this Subscription Agreement is subject to the following conditions: (i) no suspension of the qualification of the Shares for offering or sale or trading in any jurisdiction, or initiation or threatening of any proceedings for any of such purposes, shall have occurred; (ii) no governmental authority of competent jurisdiction shall have rendered, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and which then makes the consummation of the transactions contemplated hereby illegal or then restrains or prohibits the consummation of the transactions contemplated hereby, and (iii) all conditions precedent to the closing of the Transaction set forth in Sections 9.1(a), 9.1(b), 9.1(c), 9.1(d), 9.1(e) and 9.1(f) of the Transaction Agreement shall have been satisfied (as determined by the parties to the Transaction Agreement) or waived (other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction).

(b) The obligations of AONE to consummate the purchase and sale of the Shares pursuant to this Subscription Agreement is subject to the following additional conditions: (i) the representations and warranties made by the Investor in this Subscription Agreement shall be true and correct in all material respects as of the Closing Date other than (x) those representations and warranties qualified by materiality or similar qualification, which shall be true and correct in all respects as of the Closing Date and (y) those representations and warranties expressly made as of an earlier date, which shall be true and correct in all material respects (or, if qualified by materiality or similar qualification, all respects) as of such date, in each case without giving effect to the consummation of the Transactions and (ii) the Investor shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at

or prior to Closing.

(c) The obligations of the Investor to consummate the purchase and sale of the Shares pursuant to this Subscription Agreement is subject to the following additional conditions: (i) the representations and warranties made by AONE in this Subscription Agreement shall be true and correct in all material respects as of the Closing Date other than (x) those representations and warranties qualified by materiality, Material Adverse Effect or similar qualification, which shall be true and correct in all respects as of the Closing Date and (y) those representations and warranties expressly made as of an earlier date, which shall be true and correct in all material respects (or, if qualified by materiality, Material Adverse Effect or similar qualification, all respects) as of such date, in each case without giving effect to the consummation of the Transactions, (ii) AONE shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to Closing; (iii) the Shares shall have been approved for listing on the New York Stock Exchange ("NYSE"), subject to notice of issuance thereof; and (iv) (A) the Transaction Agreement (as the same exists on the date of this Subscription Agreement) shall not have been amended to, and there shall have been no waiver or modification to the Transaction Agreement (as the same exists on the date of this Subscription Agreement) that would materially adversely affect the economic benefits that the Investor would reasonably expect to receive under this Subscription Agreement without the Investor's prior written consent, and (B) there shall have been no amendment, waiver or modification to the Other Subscription Agreements that materially benefits the Other Investors thereunder unless the Investor has been offered substantially the same benefits.

4. Further Assurances. At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

5. AONE Representations and Warranties. AONE represents and warrants to the Investor, as of the date hereof and as of the Closing Date:

(a) AONE is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands (to the extent such concept exists in such jurisdiction). AONE has all power (corporate or otherwise) and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement. As of the Closing Date, following the Domestication, AONE will be duly incorporated, validly existing as a corporation and in good standing under the laws of the State of Delaware.

(b) As of the Closing Date, the Shares will be duly authorized and, when issued and delivered to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under AONE's organizational documents (as in effect at such time of issuance) or under the Delaware General Corporation Law or laws of the Cayman Islands, as the case may be.

(c) This Subscription Agreement has been duly authorized, executed and delivered by AONE and, assuming that this Subscription Agreement constitutes the valid and binding agreement of the Investor, this Subscription Agreement is enforceable against AONE in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) principles of equity, whether considered at law or equity.

(d) The execution, delivery and performance of this Subscription Agreement, including the issuance and sale by AONE of the Shares pursuant to this Subscription Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of AONE or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which AONE or any of its subsidiaries is a party or by which AONE or any of its subsidiaries is bound or to which any of the property or assets of AONE is subject that would reasonably be expected to have a material adverse effect on the business, financial condition, stockholders' equity or results of operations of AONE and its subsidiaries, taken as a whole (a "Material Adverse Effect"), or materially affect the validity of the Shares or the legal authority of AONE to comply in all material respects with its obligations under this Subscription Agreement; (ii) result in any violation of the provisions of the organizational documents of AONE; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over AONE or any of its properties that would reasonably be expected to have a Material Adverse Effect or materially affect the validity of the Shares or the legal authority of AONE to comply in all material respects with its obligations under this Subscription Agreement.

(e) As of their respective filing dates, all reports required to be filed by AONE with the U.S. Securities and Exchange Commission (the "SEC") since August 21, 2020 (the "SEC Reports") complied in all material respects with the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC promulgated thereunder. None of the SEC Reports filed under the Exchange Act included, when filed or, if amended, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that AONE makes no such representation or warranty with respect to any registration statement or any proxy statement/prospectus to be filed by AONE with respect to any information relating to the Company or any of its affiliates included in any SEC Report or filed as an exhibit thereto. As of the date hereof, there are no material outstanding or unresolved comments in comment letters received by AONE from the staff of the Division of Corporation Finance of the SEC with respect to any of the SEC Reports. The financial statements of AONE included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of AONE as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments. A copy of each SEC Report is available to the Investor via the SEC's EDGAR system. AONE has timely filed each report, statement, schedule, prospectus, and registration statement that AONE was required to file with the SEC since its initial registration of the Class A ordinary shares with the SEC.

(f) As of the date hereof, the authorized share capital of AONE is $22,100.00 divided into (i) 200,000,000 Class A ordinary shares, par value $0.0001 per share, of AONE, 21,500,000 of which are issued and outstanding as of the date hereof, (ii) 20,000,000 Class B ordinary shares, par value $0.0001 per share, of AONE, 5,375,000 of which are issued and outstanding as of the date hereof, and (iii) 1,000,000 preference shares, par value $0.0001 per share, of which no shares are issued and outstanding as of the date hereof ((i), (ii) and (iii) collectively, the "AONE Securities"). The foregoing represents all of the issued and outstanding AONE Securities as of the date hereof. All issued and outstanding AONE Securities (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable law, including federal and state securities laws, and all requirements set forth in (1) AONE's organizational documents, and (2) any other applicable contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable law, AONE's organizational documents or any contract to which AONE is a party or otherwise bound. As of the date hereof, warrants to purchase an aggregate of 8,525,000 AONE ordinary shares are issued and outstanding. The warrants are not exercisable until the later of (x) August 20, 2021 and (y) thirty (30) days after the Closing Date. Except as set forth above and pursuant to the Other Subscription Agreements and the Transaction Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from AONE any AONE Securities or other equity interests in AONE, or securities convertible into or exchangeable or exercisable for such equity interests. There are no securities or instruments issued by or to which AONE is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Shares or (ii) the shares to be issued pursuant to any Other

Subscription Agreement, that have not been or will not be validly waived on or prior to the Closing Date, including such provisions in Class B Shares pursuant to the terms of AONE's memorandum of association.

(g) AONE is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the issuance of the Shares pursuant to this Subscription Agreement, other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) the filings required in accordance with Section 12 of this Subscription Agreement, (iv) those required by the NYSE, including with respect to obtaining approval of AONE's stockholders, (v) any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 or similar antitrust laws, and (vi) the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) AONE is in compliance with all applicable laws, except where such non-compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. AONE has not received any written communication from a governmental authority that alleges that AONE is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) Assuming the accuracy of the Investor's representations and warranties set forth in Section 6 of this Subscription Agreement, no registration under the Securities Act of 1933, as amended (the "Securities Act"), is required for the offer and sale of the Shares by AONE to the Investor and the Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

(j) Neither AONE nor any person acting on its behalf has offered or sold the Shares by any form of general solicitation or general advertising in violation of the Securities Act.

(k) As of the date hereof, the issued and outstanding Class A ordinary shares of AONE are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. Following the Domestication, the Shares will be registered under the Exchange Act and listed for trading on the NYSE. There is no suit, action, proceeding or investigation pending or, to the knowledge of AONE, threatened against AONE by the NYSE or the SEC with respect to any intention by such entity to deregister the Shares or prohibit or terminate the listing of the Shares on the NYSE, excluding, for the purposes of clarity, the customary ongoing review by the NYSE in connection with the Transaction and any action in connection with the pre-Domestication Class A ordinary shares of AONE in connection with the Domestication.

(l) AONE is not under any obligation to pay any broker's fee or commission in connection with the sale of the Shares other than to the Placement Agents (as defined below).

(m) Except for such matters as have not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (i) suit, action, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of AONE, threatened against AONE or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against AONE.

(n) Other than the Other Subscription Agreements, the Transaction Agreement and any other agreement contemplated by the Transaction Agreement, AONE has not entered into any side letter or similar agreement with any Other Investor in connection with such Investor's direct or indirect investment in AONE or with any Other Investor. The Other Subscription Agreements reflect the same Per Share Subscription Price and other terms with respect to the purchase of the Shares that are no more favorable than the terms of this Subscription Agreement, other than terms particular to the regulatory requirements of such subscriber or its affiliates or related funds, and such Other Subscription Agreements have not been amended or modified in any material respect following the date of this Subscription Agreement.

(o) AONE acknowledges and agrees that, notwithstanding anything herein to the contrary, the Shares may be pledged by the Investor in connection with a bona fide margin agreement, which shall not be deemed to be a transfer, sale or assignment of the Shares hereunder, and the Investor effecting a pledge of Shares shall not be required to provide AONE with any notice thereof or otherwise make any delivery to AONE pursuant to this Agreement. AONE hereby agrees to execute and deliver such documentation as a pledgee of the Shares may reasonably request in connection with a pledge of the Shares to such pledgee by the Investor.

6. Investor Representations and Warranties. The Investor represents and warrants to AONE, as of the date hereof and as of the Closing Date:

(a) The Investor (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act), in each case, satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Shares only for its own account and not for the account of others, or if the Investor is subscribing for the Shares as a fiduciary or agent for one or more investor accounts, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information set forth on Schedule A). The Investor is not an entity formed for the specific purpose of acquiring the Shares and is an "institutional account" as defined by FINRA Rule 4512(c).

(b) The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, that the Shares have not been registered under the Securities Act and that AONE is not required to register the Shares except as set forth in Section 7 of this Subscription Agreement. The Investor acknowledges and agrees that the Shares may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to AONE or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and, in each case, in accordance with any applicable securities laws of the states of the United States and other applicable jurisdictions, and that any certificates or book entries representing the Shares shall contain a restrictive legend to such effect. The Investor acknowledges and agrees that the Shares will be subject to these securities law transfer restrictions and, as a result of these transfer restrictions, the Investor may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges and agrees that the Shares will not immediately be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act, and that the provisions of Rule 144(i) will apply to the Shares. The Investor acknowledges and agrees that it has been advised to consult legal, tax and accounting prior to making any offer, resale, transfer, pledge or disposition of any of the Shares.

(c) The Investor acknowledges and agrees that the Investor is purchasing the Shares from AONE. The Investor further acknowledges that there have been no representations, warranties, covenants and agreements made to the Investor by or on behalf of AONE, the Company, any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements of AONE expressly set forth in this Subscription Agreement.

(d) The Investor acknowledges and agrees that the Investor has received such information as the Investor deems necessary in order to make an investment decision with respect to the Shares, including, with respect to AONE, the Transaction and the business of the Company and its subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that it has reviewed AONE's filings with the SEC. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares. The Investor further acknowledges that the information provided to the Investor is preliminary and subject to change.

(e) The Investor became aware of this offering of the Shares solely by means of direct contact between the Investor and AONE, the Company or a representative of AONE or the Company, and the Shares were offered to the Investor solely by direct contact between the Investor and AONE, the Company or a representative of AONE or the Company. The Investor did not become aware of this offering of the Shares, nor were the Shares offered to the Investor, by any other means. The Investor acknowledges that AONE represents and warrants that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, AONE, the Company, the Placement Agents, any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing), other than the representations and warranties of AONE contained in this Subscription Agreement, in making its investment or decision to invest in AONE.

(f) The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in AONE's filings with the SEC. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that Investor shall be responsible for any of the Investor's tax liabilities that may arise as a result of the transactions contemplated by this Subscription Agreement, and that neither AONE nor the Company has provided any tax advice or any other representation or guarantee regarding the tax consequences of the transactions contemplated by the Subscription Agreement.

(g) Alone, or together with any professional advisor(s), the Investor has had a full opportunity to ask questions of and receive answers from AONE or any person or persons acting on behalf of AONE concerning the terms and conditions of an investment in the Shares, has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in AONE. The Investor acknowledges specifically that a possibility of total loss exists.

(h) In making its decision to purchase the Shares, the Investor has relied solely upon independent investigation made by the Investor and the representations and warranties of AONE. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information provided by or on behalf of the Placement Agents or any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing concerning AONE, the Company, the Transaction, the Transaction Agreement, this Subscription Agreement or the transactions contemplated hereby or thereby, the Shares or the offer and sale of the Shares.

(i) The Investor acknowledges and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

(j) The Investor, if not a natural person, has been duly formed or incorporated and is validly existing and is in good standing under the laws of its jurisdiction of formation or incorporation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

(k) The execution, delivery and performance by the Investor of this Subscription Agreement are within the powers of the Investor, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if not a natural person, will not violate any provisions of the Investor's organizational documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature of the Investor on this Subscription Agreement is genuine, and the signatory, if the Investor is a natural person, has legal competence and capacity to execute the same or, if the Investor is not a natural person, the signatory has been duly authorized to execute the same, and, assuming that this Subscription Agreement constitutes the valid and binding agreement of AONE, this Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

(l) The Investor is not (i) a person named on the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identification List, or any other similar list of sanctioned persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "Sanctions Lists"); (ii) directly or indirectly owned or controlled by, or acting on behalf of, one or more persons on a Sanctions List; (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States; (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "Prohibited Investor"). The Investor represents that, if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), the Investor maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. The Investor also represents that it maintains policies and procedures reasonably designed to ensure compliance with sanctions administered by the United States, to the extent applicable to it. The Investor further represents that, to the best of its knowledge the funds held by the Investor and used to purchase the Shares were legally derived and were not obtained, directly or indirectly, from a Prohibited Investor.

(m) If the Investor is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) a plan, an individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of

ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with ERISA Plans, "Plans"), the Investor represents and warrants that (A) it has not relied on AONE or any of its affiliates for investment advice or as the Plan's fiduciary, with respect to its decision to acquire and hold the Shares, and none of the parties to the Transaction shall at any time be relied on the Plan's fiduciary with respect to any decision in connection with the Investor's investment in the Shares; and (B) its purchase of the Shares will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or any applicable Similar Law.

(n) No disclosure or offering document has been prepared by Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. or any of their respective affiliates (collectively, the "Placement Agents") in connection with the offer and sale of the Shares.

(o) None of the Placement Agents, nor any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing has made any independent investigation with respect to AONE, the Company or its subsidiaries or any of their respective businesses, or the Shares or the accuracy, completeness or adequacy of any information supplied to the Investor by AONE.

(p) In connection with the issue and purchase of the Shares, none of the Placement Agents have acted as the Investor's financial advisor or fiduciary.

(q) The Investor has or has commitments to have and, when required to deliver payment to AONE pursuant toSection 2 above, will have, sufficient funds to pay the Subscription Amount and consummate the purchase and sale of the Shares pursuant to this Subscription Agreement.

(r) The Investor (for itself and for each account for which such Investor is acquiring the Shares) acknowledges that such Investor is aware that Citigroup Global Markets Inc. is acting as one of AONE's Placement Agents and Citigroup Global Markets Inc. is acting as financial advisor to the Company in connection with the Transaction.

(s) The Investor acknowledges that the purchase and sale of Shares hereunder meets the exemptions from filing under FINRA Rule 5123(b)(1).

(t) The Investor acknowledges that the Placement Agents may have acquired, or may acquire, non-public information with respect to AONE, which the Investor agrees need not be provided to it.

(u) The Investor acknowledges and is aware that Goldman Sachs & Co. LLC is acting as financial advisor to AONE in connection with the Transaction.

7. Registration Rights.

(a) AONE agrees that, within thirty (30) calendar days following the Closing Date (such deadline, the 'Filing Deadline"), AONE will submit to or file with the SEC a registration statement on Form S-1 or Form S-3 (if AONE is then eligible to use a Form S-3 shelf registration) (the "Registration Statement"), in each case, covering the resale of the Shares acquired by the Investor pursuant to this Agreement (the "Registrable Shares") and AONE shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 75th calendar day (or 100th calendar day if the SEC notifies AONE that it will "review" the Registration Statement) following the Closing and (ii) the 5th business day after the date AONE is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review (such applicable date, the "Effectiveness Deadline"); provided, however, that AONE's obligations to include the Registrable Shares in the Registration Statement are contingent upon the Investor furnishing in writing to AONE such information regarding the Investor or its permitted assigns, the securities of AONE held by the Investor and the intended method of disposition of the Registrable Shares (which shall be limited to non-underwritten public offerings) as shall be reasonably requested by AONE to effect the registration of the Registrable Shares, and the Investor shall execute such documents in connection with such registration as AONE may reasonably request that are customary of a selling stockholder in similar situations, including providing that AONE shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement, if applicable, during any customary blackout or similar period or as permitted hereunder; provided that the Investor shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Registrable Shares. AONE will provide a draft of the Registration Statement to the Investor for review at least two (2) business days in advance of the filing of the Registration Statement. In no event shall the Investor be identified as a statutory underwriter in the Registration Statement unless required by the SEC; provided, that if the SEC requests that the Investor be identified as a statutory underwriter in the Registration Statement, the Investor will have an opportunity to withdraw from the Registration Statement. With respect to the information to be provided by the Investor pursuant to this Section 7(a), AONE shall request such information from the Investor at least five (5) business days prior to the anticipated filing date of the Registration Statement. Notwithstanding the foregoing, if the SEC prevents AONE 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 Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Shares which is equal to the maximum number of Shares as is permitted by the SEC. In such event, the number of Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional Shares under Rule 415 under the Securities Act, AONE shall amend the Registration Statement or file a new Registration Statement to register such Shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable. For as long as the Investor holds Shares, AONE will use commercially reasonable efforts to file all reports for so long as the condition in Rule 144(c)(1) (or Rule 144(i)(2), if applicable) is required to be satisfied, and provide all customary and reasonable cooperation, necessary to enable the undersigned to resell the Shares pursuant to Rule 144 of the Securities Act (in each case, when Rule 144 of the Securities Act becomes available to the Investor). Any failure by AONE to file the Registration Statement by the Filing Deadline or to effect such Registration Statement by the Effectiveness Deadline shall not otherwise relieve AONE of its obligations to file or effect the Registration Statement as set forth above in this Section 7.

(b) At its expense AONE shall:

(i) except for such times as AONE is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which AONE determines to obtain, continuously effective with respect to the Investor, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following: (A) the Investor ceases to hold any Registrable Shares, (B) the date all Registrable Shares held by the Investor may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and without the requirement for AONE to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable), and (C) three (3) years from the date of effectiveness of the Registration Statement. The period of time during which AONE is required hereunder to keep a Registration Statement effective is referred to herein as the "Registration Period";

(ii) during the Registration Period, advise the Investor, as promptly as reasonably practicable:

(1) when a Registration Statement or any amendment thereto has been filed with the SEC;

(2) after it shall receive notice or obtain knowledge thereof, of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(3) of the receipt by AONE of any notification with respect to the suspension of the qualification of the Registrable Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(4) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, AONE shall not, when so advising the Investor of such events, provide the Investor with any material, nonpublic information regarding AONE other than to the extent that providing notice to the Investor of the occurrence of the events listed in (1) through (4) above may constitute material, nonpublic information regarding AONE;

(iii) during the Registration Period, use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) during the Registration Period, upon the occurrence of any event contemplated in Section 7(b)(ii)(4) above, except for such times as AONE is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, AONE shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) during the Registration Period, use its commercially reasonable efforts to cause all Registrable Shares to be listed on each securities exchange or market, if any, on which the shares of common stock issued by AONE have been listed;

(vi) during the Registration Period, use its commercially reasonable efforts to allow the Investor to review disclosure regarding the Investor in the Registration Statement; and

(vii) during the Registration Period, otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Investor, consistent with the terms of this Agreement, in connection with the registration of the Registrable Shares.

(c) Notwithstanding anything to the contrary in this Subscription Agreement, AONE shall be entitled to delay the filing or effectiveness of, or suspend the use of, the Registration Statement if (i) it determines, upon the advice of external legal counsel, that in order for the Registration Statement not to contain a material misstatement or omission, an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly, or annual report under the Exchange Act or (ii) the negotiation or consummation of a transaction by AONE or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event AONE's board of directors, upon the advice of external legal counsel, reasonably believes would require additional disclosure by AONE in the Registration Statement of material information that AONE has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of AONE's board of directors, upon the advice of external legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"); provided, however, that AONE may not delay or suspend the Registration Statement on more than two (2) occasions or for more than seventy-five (75) consecutive calendar days, or more than one hundred (100) total calendar days in each case during any twelve-month period. Upon receipt of any written notice from AONE of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein (in light of the circumstances under which they were made, in the case of the prospectus) not misleading, the Investor agrees that (i) it will immediately discontinue offers and sales of the Registrable Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Investor receives copies of a supplemental or amended prospectus (which AONE agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by AONE that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by AONE unless otherwise required by law or subpoena. If so directed by AONE, the Investor will deliver to AONE or, in the Investor's sole discretion destroy, all copies of the prospectus covering the Registrable Shares in the Investor's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Registrable Shares shall not apply (A) to the extent the Investor is required to retain a copy of such prospectus (1) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (2) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up.

The Investor may deliver written notice (an "Opt-Out Notice") to AONE requesting that Investor not receive notices from AONE otherwise required by this Section 7; provided, however, that Investor may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Investor (unless subsequently revoked), (i) AONE shall not deliver any such notices to Investor and Investor shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Investor's intended use of an effective Registration Statement, Investor will notify AONE in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 7) and the related suspension period remains in effect, AONE will so notify Investor, within one (1) business day of Investor's notification to AONE, by delivering to Investor a copy of such previous notice of Suspension Event, and thereafter will provide Investor with the related notice of the conclusion of such Suspension Event promptly following its availability.

(d) Indemnification.

(i) AONE agrees to indemnify, to the extent permitted by law, the Investor (to the extent a seller under the Registration Statement), its directors, officers, employees, advisors and agents, and each person who controls the Investor (within the meaning of the Securities Act), to the extent permitted by law, against all losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including reasonable and documented attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement ("Prospectus") or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to AONE by or on behalf of the Investor expressly for use therein.

(ii) In connection with any Registration Statement in which the Investor is participating, the Investor shall furnish (or cause to be furnished) to AONE in writing such information and affidavits as AONE reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify AONE, its directors and officers and each person or entity who controls AONE (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained (or not contained in, in the case of an omission) in any information or affidavit so furnished in writing by on behalf of the Investor expressly for use therein; provided, however, that the liability of the Investor shall be several and not joint with any other investor and shall be limited to the net proceeds received by the Investor from the sale of Registrable Shares giving rise to such indemnification obligation.

(iii) Any person or entity entitled to indemnification herein shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(iv) The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

(v) If the indemnification provided under this Section 7(d) from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 7(d)(i), (ii) and (iii) above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 7(d)(v) from any person or entity who was not guilty of such fraudulent misrepresentation. Each indemnifying party's obligation to make a contribution pursuant to this Section 7(d)(v) shall be individual, not joint and several, and in no event shall the liability of the Investor exceed the pre-tax net proceeds received by such Investor from the sale of Registrable Shares giving rise to such indemnification obligation.

(e) In addition, in connection with any sale, assignment, transfer or other disposition of the Shares by the Investor pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the Shares held by the Investor become freely tradable and upon compliance by the Investor with the requirements of this Subscription Agreement, if requested by the Investor, AONE shall cause the transfer agent for the Shares (the "Transfer Agent") to remove any restrictive legends related to the book entry account holding such Shares and make a new entry for such book entry Shares sold or disposed of without restrictive legends within two (2) trading days of any such request therefor from the Investor, provided that AONE and the Transfer Agent have timely received from the Investor customary representations and other documentation reasonably acceptable to AONE and the Transfer Agent in connection therewith. Subject to receipt from the Investor by AONE and the Transfer Agent of customary representations and other documentation reasonably acceptable to AONE and the Transfer Agent in connection therewith, including, if required by the Transfer Agent, an opinion of AONE's counsel, in a form reasonably acceptable to the Transfer Agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, the Investor may request that AONE remove any legend from the book entry position evidencing its Shares following the earliest of such time as such Shares are (i) being sold or transferred pursuant to an effective registration statement, or (ii) in connection with a sale pursuant to Rule 144. With respect to clause (i), while the Registration Statement is effective, AONE shall cause its counsel, or counsel acceptable to the Transfer Agent, to issue to the Transfer Agent a "blanket" legal opinion covering sales made pursuant to the registration statement in accordance with the provisions of this Section 7 to allow the legend to be removed upon such sale. AONE shall be responsible for the fees of its Transfer Agent and all DTC fees associated with such issuance.

8. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such date and time as the Transaction Agreement is terminated in accordance with its terms, (b) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (c) if the conditions to Closing set forth in Section 3 of this Subscription Agreement are not satisfied at, or are not capable of being satisfied on or prior to, the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing; and (d) October 29, 2021, if the Closing has not occurred on or before such date; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover reasonable and documented out-of pocket losses, liabilities or damages arising from any such willful breach. AONE shall notify the Investor of the termination of the Transaction Agreement promptly after the termination of such agreement. Upon the termination of this Subscription Agreement in accordance with this Section 8, any monies paid by the Investor to AONE in connection herewith shall be promptly (and in any event within one business day after such termination)

returned to the Investor without any deduction for or on account of any tax, withholding, charges, or set-off.

9. Investor Covenant. Investor hereby agrees that, from the date of this Subscription Agreement, none of Investor or any person or entity acting on behalf of Investor or pursuant to any understanding with Investor will engage in any Short Sales with respect to securities of AONE prior to the Closing. For purposes of this Section 9 "Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers. Notwithstanding the foregoing, (i) nothing herein shall prohibit other entities under common management with Investor that have no knowledge of this Subscription Agreement or of Investor's participation in the Transaction or PIPE Investment (including Investor's controlled affiliates and/or affiliates) from entering into any Short Sales and (ii) in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Subscription Agreement.

10. Trust Account Waiver. The Investor acknowledges that AONE is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving AONE and one or more businesses or assets. The Investor further acknowledges that, as described in AONE's prospectus relating to its initial public offering dated August 20, 2020 (the "IPO Prospectus") available at www.sec.gov, substantially all of AONE's assets consist of the cash proceeds of AONE's initial public offering and private placement of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of AONE, its public shareholders and the underwriter of AONE's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to AONE to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the IPO Prospectus. For and in consideration of AONE entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, the Investor hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account, as a result of or arising out of this Subscription Agreement; provided, that nothing in this Section 10 (x) shall serve to limit or prohibit the Investor's right to pursue a claim against AONE for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (y) shall serve to limit or prohibit any claims that the Investor may have in the future against AONE's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (z) shall be deemed to limit the Investor's right, title, interest or claim to the Trust Account by virtue of the Investor's record or beneficial ownership of Class A ordinary shares of AONE acquired by any means other than pursuant to this Subscription Agreement.

11. Miscellaneous.

(a) Neither this Subscription Agreement nor any rights that may accrue to the Investor hereunder (other than the Shares acquired hereunder, if any and the Investor's rights under Section 7 hereof) may be transferred or assigned, other than an assignment to any fund or account managed by the same investment manager as the Investor or an affiliate thereof, subject to, if such transfer or assignment is prior to the Closing, such transferee or assignee, as applicable, executing a joinder to this Subscription Agreement or a separate subscription agreement in substantially the same form as this Subscription Agreement, including with respect to the Subscription Amount and other terms and conditions, provided, that, in the case of any such transfer or assignment, the initial party to this Subscription Agreement shall remain bound by its obligations under this Subscription Agreement in the event that the transferee or assignee without AONE's written consent, as applicable, does not comply with its obligations to consummate the purchase of Shares contemplated hereby. Neither this Subscription Agreement nor any rights that may accrue to AONE hereunder or any of AONE's obligations may be transferred or assigned other than pursuant to the Transaction.

(b) AONE may request from the Investor such additional information as AONE may deem necessary to evaluate the eligibility of the Investor to acquire the Shares and in connection with the inclusion of the Shares in the Registration Statement, and the Investor shall promptly provide such information as may reasonably be requested, to the extent readily available and to the extent consistent with its internal policies and procedures provided that AONE agrees to keep any such information provided by Investor confidential, except as may be required by applicable law, rule, regulation or in connection with any legal proceeding or regulatory request. The Investor acknowledges that AONE may file a copy of this Subscription Agreement with the SEC as an exhibit to a current or periodic report or a registration statement of AONE.

(c) AONE acknowledges and agrees that the Placement Agents are third party beneficiaries of the acknowledgements, understandings, agreements, representations, warranties and covenants of the parties contained in this Subscription Agreement. The Investor acknowledges that AONE and the Placement Agents (as third party beneficiaries of Section 5, Section 6, Section 11 (to the extent applicable to the Placement Agents) and Section 12 hereof on their own behalf and not, for the avoidance of doubt, on behalf of AONE or the Company) will rely on the acknowledgments, understandings, agreements, representations and warranties of the Investor contained in this Subscription Agreement. Prior to the Closing, the Investor agrees to promptly notify AONE and the Placement Agents if any of the representations and warranties of the Investor set forth herein are no longer accurate in any material respect.

(d) AONE, the Placement Agents (to the extent set forth in Section 11(c)) and the Investor are each entitled to rely upon this Subscription Agreement and each is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(e) All of the representations and warranties contained in this Subscription Agreement shall survive the Closing. All of the covenants and agreements made by each party hereto in this Subscription Agreement shall survive the Closing until the applicable statute of limitations or in accordance with their respective terms, if a shorter period.

(f) This Subscription Agreement may not be modified, waived or terminated (other than pursuant to the terms of Section 8 above) except by an instrument in writing, signed by each of the parties hereto. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties and third party beneficiaries hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

(g) This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as set forth in Section 7(d), Section 8(b), Section 11(c), and Section 11(d) with respect to the persons referenced therein (who shall be express third party beneficiaries of and entitled to enforce such provisions), this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns.

(h) Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(i) If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Subscription Agreement may be executed in one or more counterparts (including by electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(k) The parties hereto acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(l) THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A DELAWARE STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 14 OF THIS SUBSCRIPTION AGREEMENT OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REQUIRED THE APPLICATION OF THE LAW OF ANY OTHER STATE.

(m) **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 11(m).**

12. Non-Reliance and Exculpation. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Placement Agents, any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), other than the statements, representations and warranties of AONE expressly contained in this Subscription Agreement, in making its investment or decision to invest in AONE. The Investor acknowledges and agrees that none of (i) any Other Investor pursuant to this Subscription Agreement or any other subscription agreement related to the private placement of the Shares (including the Investor's respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), (ii) the Placement Agents, their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing in each case, absent their own gross negligence, fraud or willful misconduct, or (iv) any affiliates, or any control persons, officers, directors, employees, partners, agents or representatives of any of AONE, the Company or any other party to the Transaction Agreement shall be liable to the Investor, or to any other investor, pursuant to this Subscription Agreement or any other subscription agreement related to the private placement of the Shares, the negotiation hereof or thereof or the subject matter hereof or thereof, or the transactions contemplated hereby or thereby, for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares, including, without limitation, with respect to any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares or with respect to any claim (whether in tort, contract or otherwise) for breach of this Subscription Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, as expressly provided herein, or for any actual or alleged inaccuracies, misstatements or omissions with respect to any information or materials of any kind furnished by AONE, the Company, the Placement Agents or any Non-Party Affiliate concerning AONE, the Company, the Placement Agents, any of their affiliates, this Subscription Agreement, or the transactions contemplated hereby. For purposes of this Subscription Agreement, "Non-Party Affiliates" means each former, current or future officer, director, employee, partner, member, manager, direct or indirect equityholder or affiliate of AONE, the Company, the Placement Agent or any of AONE's, the Company's or the Placement Agents' respective affiliates or any family member of the foregoing.

13. Press Releases. AONE shall, by 9:00 a.m., New York City time, on the first business day immediately following the date of this Subscription Agreement, issue one or more press releases or furnish or file with the SEC a Current Report on Form 8-K or a Form S-4 for the Transaction (collectively, the "Disclosure

Document") disclosing, to the extent not previously publicly disclosed, the PIPE Investment, all material terms of the Transaction and any other material, non-public information that AONE or any of its officers, employees or agents on behalf of AONE, has provided to the Investor at any time prior to the filing of the Disclosure Document. From and after the disclosure of the Disclosure Document, to the knowledge of AONE, the Investor shall not be in possession of any material, non-public information received from AONE or any of its officers, directors, employees or agents. Notwithstanding anything in this Subscription Agreement to the contrary, AONE shall not, without the prior written consent of the Investor, publicly disclose the name of Investor or any of its advisors or affiliates, or include the name of the Investor or any of its advisors or affiliates (i) in any press release or marketing materials or (ii) in any filings with the SEC or any regulatory agency or trading market except (A) required by the federal securities law in connection with the Registration Statement, and (B), to the extent such disclosure is required by law, at the request of the Staff of the SEC or regulatory agency or under the regulations of the NYSE or by any other governmental authority, in which case AONE shall provide Investor with prior written notice of such disclosure permitted under this subclause (B).

14. Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email, with no mail undeliverable or other rejection notice, addressed as follows:

If to the Investor, to the address provided on the Investor's signature page hereto.

If to AONE, to:

one
16 Fuston Avenue, Suite A
The Presidio of San Francisco
San Francisco, CA 94129
Attention: Troy Steckenrider
Email: legal@a-star.co

with copies to (which shall not constitute notice), to:

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Stephen Fraidin
Andrew Alin
Niral Shah
Email: Stephen.Fraidin@cwt.com
Andrew.Alin@cwt.com
Niral.Shah@cwt.com

and

MarkForged, Inc.
480 Pleasant Street
Watertown, MA 02472
Attention: General Counsel
Email: Stephen.Karp@markforged.com

with copies to (which shall not constitute notice), to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Ken Gordon
Michael Minahan
Michael Patrone
Email: KGordon@goodwinlaw.com
MMinahan@goodwinlaw.com
MPatrone@goodwinlaw.com

If to the Placement Agents, to:

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
Attention: Legal Department

and

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York, 10013
Attention: General Counsel

with copies to (which shall not constitute notice), to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036-8704
Attention: Paul Tropp
Email: Paul.Tropp@ropesgray.com

or to such other address or addresses as the parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

15. Independent Obligations. The obligations of Investor under this Subscription Agreement are several and not joint with the obligations of any Other Investor under the Other Subscription Agreements, and Investor shall not be responsible in any way for the performance of the obligations of any Other Investor under the Other Subscription Agreements. The decision of Investor to purchase Shares pursuant to this Subscription Agreement has been made by Investor independently of any Other Investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of AONE or any of its subsidiaries which may have been made or given by any Other Investor or by any agent or employee of any Other Investor, and neither Investor nor any of its agents or employees shall have any liability to any Other Investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Investor or any Other Investors pursuant hereto or thereto, shall be deemed to constitute the Investor and Other Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investor and Other Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Investor acknowledges that no Other Investor has acted as agent for the Investor in connection with making its investment hereunder and no Other Investor will be acting as agent of the Investor in connection with monitoring its investment in the Shares or enforcing its rights under this Subscription Agreement. Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Investor or investor to be joined as an additional party in any proceeding for such purpose.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Investor has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth above.

Name of Investor:

By: _____
Name:
Title:

Name in which Shares are to be registered (if different):

Investor's EIN:

Business Address-Street:

City, State, Zip:

Attn: _____

Telephone No.:

Facsimile No.:

Email:

State/Country of Formation or Domicile:

Mailing Address-Street (if different):

City, State, Zip:

Attn: _____

Telephone No.:

Facsimile No.:

Email:

Number of Shares subscribed for:

Aggregate Subscription Amount: $

Price Per Share: $10.00

You must pay the Subscription Amount by wire transfer of United States dollars in immediately available funds to the account specified by AONE in the Closing Notice.

[*Signature Page to Subscription Agreement]*

IN WITNESS WHEREOF, AONE has accepted this Subscription Agreement as of the date set forth above.

one

By: _____
Name:
Title:

SCHEDULE A

ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

**** OR ****

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. The Investor has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to the Investor and under which the Investor accordingly qualifies as an "accredited investor."

☐ Any bank, registered broker or dealer, insurance company, registered investment company, business development company, or small business investment company;

☐ Any 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;

☐ Any employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5,000,000;

☐ Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000; or

☐ Any trust with assets in excess of $5,000,000, not formed to acquire the securities offered, whose purchase is directed by a sophisticated person.

This page should be completed by the Investor
and constitutes a part of the Subscription Agreement.

Exhibit 10.2

SPONSOR SUPPORT AGREEMENT

This Sponsor Support Agreement (this "Sponsor Agreement") is dated as of February 23, 2021 by and among A-Star, a Cayman Islands limited liability company (the "Sponsor Holdco"), the Persons set forth onSchedule I hereto (together with the Sponsor Holdco, each, a "Sponsor" and, together, the "Sponsors"), one, a Cayman Islands exempted company limited by shares (which shall domesticate as a Delaware corporation prior to the Closing (as defined in the Merger Agreement (as defined below))) ("Acquiror"), and MarkForged, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

RECITALS

WHEREAS, as of the date hereof, the Sponsors collectively are the holders of record and the "beneficial owners" (within the meaning of Rule 13d-3 under the Exchange Act) of 5,375,000 Acquiror Class B Ordinary Shares and 3,150,000 Acquiror Private Placement Warrants in the aggregate as set forth on Schedule I attached hereto;

WHEREAS, contemporaneously with the execution and delivery of this Sponsor Agreement, Acquiror, Caspian Merger Sub Inc., a Delaware corporation and a direct wholly owned Subsidiary of Acquiror ("Merger Sub"), and the Company have entered into an Agreement and Plan of Merger (as amended or modified from time to time, the "Merger Agreement"), dated as of the date hereof, pursuant to which, among other transactions, Merger Sub is to merge with and into the Company, with the Company continuing on as the surviving entity, on the terms and conditions set forth therein; and

WHEREAS, as an inducement to Acquiror and the Company to enter into the Merger Agreement and to consummate the transactions contemplated therein, the parties hereto desire to agree to certain matters as set forth herein.

AGREEMENT

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

ARTICLE I

SPONSOR SUPPORT AGREEMENT; COVENANTS

Section 1.1 Binding Effect of Merger Agreement. Each Sponsor hereby acknowledges that it has read the Merger Agreement and this Sponsor Agreement and has had the opportunity to consult with its tax and legal advisors. Each Sponsor shall be bound by and comply with Sections 7.4 (*No Solicitation by Acquiror*), 8.5 (*Cooperation; Consultation*) and 11.12 (*Publicity*) of the Merger Agreement (and any relevant definitions contained in any such Sections) as if such Sponsor was an original signatory to the Merger Agreement with respect to such provisions. The Sponsor HoldCo hereby consents to Acquiror's entry into the Merger Agreement and the Ancillary Agreements.

Section 1.2 No Transfer. During the period commencing on the date hereof and ending on the earlier of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 10.1 thereof (the earlier of clauses (a) and (b), the "Expiration Time"), each Sponsor shall not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the SEC (other than the Proxy Statement/Registration Statement) or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any Acquiror Ordinary Shares or Acquiror Warrants owned by such Sponsor, (ii) 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 shares of Acquiror Ordinary Shares or Acquiror Warrants owned by such Sponsor (clauses (i) and (ii) collectively, a " Transfer") or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii); provided, however, that the foregoing shall not prohibit Transfers between such Sponsor and any Affiliate of such Sponsor or Transfers among Sponsors and their respective Affiliates, so long as, prior to and as a condition to the effectiveness of any such Transfer to an Affiliate, such Affiliate executes and delivers to Acquiror a joinder to this Agreement in the form attached hereto as Annex A.

Section 1.3 New Shares. In the event that (a) any Acquiror Ordinary Shares, Acquiror Warrants or other equity securities of Acquiror are issued to a Sponsor after the date of this Sponsor Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Acquiror Ordinary Shares or Acquiror Warrants of, on or affecting the Acquiror Ordinary Shares or Acquiror Warrants owned by such Sponsor or otherwise, (b) a Sponsor purchases or otherwise acquires beneficial ownership of any Acquiror Ordinary Shares, Acquiror Warrants or other equity securities of Acquiror after the date of this Sponsor Agreement, or (c) a Sponsor acquires the right to vote or share in the voting of any Acquiror Ordinary Shares or other equity securities of Acquiror after the date of this Sponsor Agreement (such Acquiror Ordinary Shares, Acquiror Warrants or other equity securities of Acquiror, collectively the "New Securities"), then such New Securities acquired or purchased by such Sponsor shall be subject to the terms of this Sponsor Agreement to the same extent as if they constituted the Acquiror Ordinary Shares or Acquiror Warrants owned by such Sponsor as of the date hereof.

Section 1.4 Closing Date Deliverables. On the Closing Date, each of the Sponsors shall deliver to Acquiror and the Company a duly executed copy of that certain Registration Rights Agreement, by and among Acquiror, the Company, Sponsor Holdco, certain of the Company's stockholders or their respective Affiliates, as applicable, and the other holders party thereto, in substantially the form attached as Exhibit C to the Merger Agreement.

Section 1.5 Sponsor Support Agreements. (a) At any meeting of the shareholders of Acquiror, however called, or at any adjournment thereof, or in any other circumstance in which the vote, consent or other approval of the shareholders of Acquiror is sought, each Sponsor shall (a) appear at each such meeting or otherwise cause all of its Acquiror Ordinary Shares to be counted as present thereat for purposes of calculating a quorum and (b) vote (or cause to be voted), in person or by proxy, or execute and deliver a written consent (or cause a written consent to be executed and delivered) covering, all of its Acquiror Ordinary Shares (i) in favor of each Transaction Proposal, (ii) against any Business Combination Proposal or any proposal relating to a Business Combination Proposal (in each case, other than the Transaction Proposals) and (iii) against any proposal, action or agreement that would (A) impede, frustrate, prevent or nullify any provision of this Agreement, the Merger Agreement or the Merger, (B) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Acquiror or Merger Sub under the Merger Agreement, or (C) result in any of the conditions set forth in Article IX of the Merger Agreement not being fulfilled.

(b) Each Sponsor shall comply with, and fully perform all of its obligations, covenants and agreements set forth in, that certain Letter Agreement, dated as of August 17, 2020, by and among the Sponsors and Acquiror (the "Sponsor Letter Agreement"), including without limitation the obligations of the Sponsors pursuant to Section 3 therein to not redeem any Acquiror Ordinary Shares owned by such Sponsor in connection with the transactions contemplated by the Merger Agreement.

(c) During the period commencing on the date hereof and ending at the Expiration Time, each Sponsor shall not modify or amend any Contract between or among such Sponsor, anyone related by blood, marriage or adoption to such Sponsor or any Affiliate of such Sponsor (other than Acquiror or any of its Subsidiaries), on the one hand, and Acquiror or any of Acquiror's Subsidiaries, on the other hand, including, for the avoidance of doubt, the Sponsor Letter Agreement.

Section 1.6 Irrevocable Proxy. Subject to the last sentence of this Section 1.6, and solely in the event of a failure by a Sponsor to act in accordance with such Sponsor's obligations as to voting pursuant to Section 1.5 hereof prior to the termination of this Agreement and after being requested by the Acquiror, and such Sponsor fails to vote or consent for a period of three days after such request, such Sponsor hereby grants a proxy appointing the Company as such Sponsor's attorney-in-fact and proxy, with full power of substitution, for and in such Sponsor's name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.5 above as the Company or its proxy or substitute shall deem proper with respect to all of its Acquiror Ordinary Shares. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the termination of this Sponsor Agreement.

Section 1.7 Additional Agreements.

(a) Waiver of Anti-dilution Protection Each Sponsor hereby irrevocably (a) waives, subject to, and conditioned upon, the occurrence of the Closing, to the fullest extent permitted by law and the Amended and Restated Memorandum and Articles of Association of Acquiror, and (b) agrees not to assert or perfect, any rights to adjustment or other anti-dilution protections with respect to the rate that the Acquiror Class B Ordinary Shares convert into Acquiror Class A Ordinary Shares, solely in connection with the transactions contemplated by the Merger Agreement.

(b) Corporate Opportunities. To the fullest extent permitted by applicable law, Acquiror, which will file a name change and appoint directors pursuant to the Merger Agreement in connection with the Closing (as of the Closing, the "Corporation"), on behalf of itself and its Subsidiaries, renounces any interest or expectancy of the Corporation and its Subsidiaries in, or in being offered an opportunity to participate in, any business opportunities that are from time to time presented to the Sponsor Holdco or any of its Affiliates or any of its or their agents, shareholders, members, partners, directors, officers, employees, Affiliates or Subsidiaries (other than the Corporation and its Subsidiaries), including any director, board observer or officer of the Corporation who is also an agent, shareholder, member, partner, director, officer, employee, Affiliate or Subsidiary of the Sponsor Holdco (each, a "Business Opportunities Exempt Party"), even if the business opportunity is one that the Corporation or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no Business Opportunities Exempt Party shall have any duty to communicate or offer any such business opportunity to the Corporation or be liable to the Corporation or any of its Subsidiaries or any stockholder, including for breach of any fiduciary or other duty, as a director, board observer or officer or controlling stockholder or otherwise, and the Corporation shall indemnify each Business Opportunities Exempt Party against any claim that such Person is liable to the Corporation or its stockholders for breach of any fiduciary duty, by reason of the fact that such Person (i) participates in, pursues or acquires any such business opportunity, (ii) directs any such business opportunity to another Person or (iii) fails to present any such business opportunity, or information regarding any such business opportunity, to the Corporation or its Subsidiaries, unless, in the case of a Person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation.

Section 1.8 Further Assurances. Each Sponsor shall take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary under applicable Laws to consummate the Merger and the other transactions contemplated by the Merger Agreement on the terms and subject to the conditions set forth therein and herein.

Section 1.9 No Inconsistent Agreement. Each Sponsor hereby represents and covenants that such Sponsor has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Sponsor's obligations hereunder.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Sponsors. Each Sponsor represents and warrants as of the date hereof to Acquiror and the Company (solely with respect to itself, himself or herself and not with respect to any other Sponsor) as follows:

(a) Organization; Due Authorization. If such Sponsor is not an individual, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Sponsor Agreement and the consummation of the transactions contemplated hereby are within such Sponsor's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Sponsor. If such Sponsor is an individual, such Sponsor has full legal capacity, right and authority to execute and deliver this Sponsor Agreement and to perform his or her obligations hereunder. This Sponsor Agreement has been duly executed and delivered by such Sponsor and, assuming due authorization, execution and delivery by the other parties to this Sponsor Agreement, this Sponsor Agreement constitutes a legally valid and binding obligation of such Sponsor, enforceable against such Sponsor in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies). If this Sponsor Agreement is being executed in a representative or fiduciary capacity, the Person signing this Sponsor Agreement has full power and authority to enter into this Sponsor Agreement on behalf of the applicable Sponsor.

(b) Ownership. Such Sponsor is the record and beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good title to, all of such Sponsor's Acquiror Ordinary Shares and Acquiror Warrants, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Acquiror Ordinary Shares or Acquiror Warrants (other than transfer restrictions under the Securities Act)) affecting any such Acquiror Ordinary Shares or Acquiror Warrants, other than Liens pursuant to (i) this Sponsor Agreement, (ii) the Acquiror Governing Documents, (iii) the Merger Agreement, (iv) the Sponsor Letter Agreement or (v) any applicable securities Laws. Such Sponsor's Acquiror Ordinary Shares and Acquiror Warrants are the only equity securities in Acquiror owned of record or beneficially by such Sponsor on the date of this Sponsor Agreement, and none of such Sponsor's Acquiror Ordinary Shares or Acquiror Warrants are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Acquiror Ordinary Shares or Acquiror Warrants, except as provided hereunder and under the Sponsor Letter Agreement. Other than the Acquiror Warrants, such Sponsor does not hold or own any rights to acquire (directly or indirectly) any equity securities of Acquiror or any equity securities convertible into, or which can be exchanged for, equity securities of Acquiror.

(c) No Conflicts. The execution and delivery of this Sponsor Agreement by such Sponsor does not, and the performance by such Sponsor of his, her or its obligations hereunder will not, (i) if such Sponsor is not an individual, conflict with or result in a violation of the organizational documents of such Sponsor or (ii) require

any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Sponsor or such Sponsor's Acquiror Ordinary Shares or Acquiror Warrants), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Sponsor of its, his or her obligations under this Sponsor Agreement.

(d) Litigation. There are no Actions pending against such Sponsor, or to the knowledge of such Sponsor threatened against such Sponsor, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Sponsor of its, his or her obligations under this Sponsor Agreement.

(e) Brokerage Fees. Except as described on Section 5.15 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by such Sponsor, for which Acquiror or any of its Affiliates may become liable.

(f) Affiliate Arrangements. Except as set forth on Schedule II attached hereto, neither such Sponsor nor any anyone related by blood, marriage or adoption to such Sponsor or, to the knowledge of such Sponsor, any Person in which such Sponsor has a direct or indirect legal, contractual or beneficial ownership of 5% or greater is party to, or has any rights with respect to or arising from, any Contract with Acquiror or its Subsidiaries.

(g) Acknowledgment. Such Sponsor understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon such Sponsor's execution and delivery of this Sponsor Agreement.

(h) No Other Representations or Warranties. Except for the representations and warranties made by the Sponsors in this Article II, no Sponsor nor any other Person makes any express or implied representation or warranty to Acquiror or the Company in connection with this Agreement or the transactions contemplated by this Agreement, and each Sponsor expressly disclaims any such other representations or warranties.

ARTICLE III
EARNOUT

Section 3.1 Sponsor Holdco Earnout Shares. The Sponsor Holdco agrees that, in connection with the Merger and the transactions contemplated thereby, 2,610,000 of the 5,220,000 shares of Domesticated Acquiror Common Stock held by it as a result of the conversion of Acquiror Class B Ordinary Shares into Domesticated Acquiror Common Stock in connection with the Domestication (the "Sponsor Holdco Earnout Shares"), shall, concurrently with the Closing, have the Legend (as defined below) affixed to them and be held subject to the terms and conditions of this Article III.

Section 3.2 Legend. The books and records of Acquiror evidencing the Sponsor Holdco Earnout Shares shall be stamped or otherwise imprinted with a legend (the "Legend") in substantially the following form:

THE SECURITIES EVIDENCED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER, AND CERTAIN OTHER AGREEMENTS, SET FORTH IN THE SPONSOR SUPPORT AGREEMENT, DATED AS OF FEBRUARY 23, 2021, BY AND AMONG ONE AND THE OTHER PARTIES THERETO.

Section 3.3 Procedures Applicable to the Sponsor Holdco Earnout Shares.

(a) As soon as practicable, and in any event within five (5) Business Days after the occurrence of a Sponsor Earnout Triggering Event (as defined below), Acquiror shall remove, or cause to be removed, the Legend from the books and records of Acquiror evidencing the Sponsor Holdco Earnout Shares with respect to which a Sponsor Earnout Triggering Event has occurred, and such shares shall no longer be subject to any of the terms of this Article III (any such removal of a Legend and other restrictions, a "Release").

(b) The Sponsor Holdco shall not Transfer any Sponsor Holdco Earnout Shares until the later of (i) the date on which the relevant vesting triggers have been satisfied as described in Section 3.4 below and the Legend on such shares has been removed from such shares and (ii) the date on which the Sponsor Holdco Earnout Shares are no longer subject to the transfer restrictions set forth in the Lock-Up Agreement (other than in connection with Transfers permitted thereunder).

(c) Any Sponsor Holdco Earnout Shares not eligible for Release in accordance with the terms of Section 3.4 on or before the fifth (5^{th}) anniversary of the Closing Date (the "Earnout Lockup Period") shall immediately thereafter be forfeited to Acquiror and canceled and Sponsor Holdco shall not have any rights with respect thereto (the "Forfeiture").

Section 3.4 Release of Sponsor Holdco Earnout Shares. The Sponsor Holdco Earnout Shares shall be Released as follows (each such event, a 'Sponsor Earnout Triggering Event"):

(a) fifty percent (50%) of the Sponsor Holdco Earnout Shares will be Released (and the restrictions contained in this Article III shall no longer apply to such shares) if the volume-weighted average trading sale price of one share of Domesticated Acquiror Common Stock quoted on the NYSE (or the exchange on which the shares of Domesticated Acquiror Common Stock are then listed) equals or exceeds $12.50 for any twenty (20) Trading Days within any thirty (30) consecutive Trading-Day period commencing after the Closing Date; and

(b) fifty percent (50%) of the Sponsor Holdco Earnout Shares will be Released (and the restrictions contained in this Article III shall no longer apply to such shares) if the volume-weighted average trading sale price of one share of Domesticated Acquiror Common Stock quoted on the NYSE (or the exchange on which the shares of Domesticated Acquiror Common Stock are then listed) equals or exceeds $15.00 for any twenty (20) Trading Days within any thirty (30) consecutive Trading-Day period commencing after the Closing Date.

Section 3.5 Release Upon Change of Control. If, during the Earnout Lockup Period, a Change of Control occurs, then immediately prior to the consummation of such Change of Control, Acquiror shall Release or cause to be Released all of the Sponsor Holdco Earnout Shares.

Section 3.6 Release upon Liquidation and Other Events. If, during the Earnout Lockup Period, (i) any liquidation, dissolution or winding up of Acquiror is initiated, (ii) any bankruptcy, dissolution or liquidation proceeding is instituted by or against Acquiror or (iii) Acquiror makes an assignment for the benefit of creditors or consents to the appointment of a custodian, receiver or trustee for all or a substantial part of its assets or properties, any Sponsor Holdco Earnout Shares not previously Released pursuant to this Article III shall be Released or caused to be Released to Sponsor Holdco.

Section 3.7 Equitable Adjustments. The Sponsor Earnout Triggering Event price targets set forth above, and the number of Sponsor Holdco Earnout Shares Released in each event, as provided in this Article III, shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated Acquiror Common Stock occurring on or after the Closing (other than the conversion of the Acquiror Class B Ordinary Shares into Domesticated Acquiror Common Stock at the Closing).

Section 3.8 Application of Article III. For the avoidance of doubt, nothing in this Article III shall be deemed to affect any shares of Domesticated Acquiror Common Stock owned of record or beneficially by any of the Sponsors other than the Sponsor Holdco Earnout Shares, and all rights and obligations of the Sponsors with respect to all shares of Domesticated Acquiror Common Stock owned by them, other than the Sponsor Holdco Earnout Shares, will remain intact.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Termination. This Sponsor Agreement and the applicable provisions set forth herein shall terminate and be of no further force or effect upon the earliest to occur of (a) the termination of the Merger Agreement in accordance with Section 10 thereof, (b) the Expiration Time (with regard to the provisions set forth in Article I and Article II hereof, other than Section 1.7(b)), and (c) the written agreement of Sponsor Holdco, Acquiror, and the Company to terminate this Sponsor Agreement. In the event that the Effective Time occurs, the provisions of Article III hereof shall remain in full force and effect until and through the Forfeiture, and Section 1.7(b) shall survive the Effective Time in accordance with its terms. Upon the termination of this Sponsor Agreement, all obligations of the parties under this Sponsor Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no Person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Sponsor Agreement shall not relieve any party hereto from liability arising in respect of any breach of this Sponsor Agreement prior to such termination. This Article IV shall survive the termination of this Agreement.

Section 4.2 Governing Law. This Sponsor Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Sponsor Agreement or the negotiation, execution or performance of this Sponsor Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Sponsor Agreement) will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State.

Section 4.3 CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. (a) THE PARTIES TO THIS SPONSOR AGREEMENT SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS LOCATED IN WILMINGTON, DELAWARE OR THE COURTS OF THE UNITED STATES LOCATED IN WILMINGTON, DELAWARE IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SPONSOR AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HEREWITH AND BY THIS SPONSOR AGREEMENT WAIVE, AND AGREE NOT TO ASSERT, ANY DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS SPONSOR AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HEREWITH, THAT THEY ARE NOT SUBJECT THERETO OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS OR THAT THIS SPONSOR AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS OR THAT THEIR PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, THAT THE ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION IS IMPROPER. SERVICE OF PROCESS WITH RESPECT THERETO MAY BE MADE UPON ANY PARTY TO THIS SPONSOR AGREEMENT BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 4.8.

(b) WAIVER OF TRIAL BY JURY. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SPONSOR AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SPONSOR AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SPONSOR AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SPONSOR AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.3.

Section 4.4 Assignment. This Sponsor Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Sponsor Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of all of the other parties hereto.

Section 4.5 Specific Performance. The parties hereto agree that irreparable damage may occur in the event that any of the provisions of this Sponsor Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Sponsor Agreement and to enforce specifically the terms and provisions of this Sponsor Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 4.6 Amendment. This Sponsor Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Acquiror, the Company and the Sponsor Holdco.

Section 4.7 Severability. If any provision of this Sponsor Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Sponsor Agreement will remain in full force and effect. Any provision of this Sponsor Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 4.8 Disclosure. Each Sponsor hereby authorizes Acquiror and the Company to publish and disclose in any announcement or disclosure required by the SEC the Sponsor's identity and ownership of the Acquiror Ordinary Shares and the nature of the Sponsor's obligations under this Sponsor Agreement.

Section 4.9 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to Acquiror:

one
16 Funston Avenue, Suite A
San Francisco, California 94129
Attention: Troy B. Steckenrider III, Chief Financial Officer
Email: legal@a-star.co

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

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Stephen Fraidin
Andrew Alin
Niral Shah
Email: stephen.fraidin@cwt.com
andrew.alin@cwt.com
niral.shah@cwt.com

If to the Company:

MarkForged, Inc.

480 Pleasant Street
Watertown, Massachusetts 02472
Attention: Stephen Karp, General Counsel
Email: Stephen.Karp@markforged.com

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

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attention: Kenneth J. Gordon
Michael J. Minahan
Michael R. Patrone
Email: kgordon@goodwinlaw.com
mminahan@goodwinlaw.com
mpatrone@goodwinlaw.com

If to a Sponsor, to such Sponsor, c/o:

A-Star
16 Funston Avenue, Suite A
San Francisco, California 94129
Attention: Troy B. Steckenrider III
Email: legal@a-star.co

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

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Stephen Fraidin
Andrew Alin
Niral Shah
Email: stephen.fraidin@cwt.com
andrew.alin@cwt.com
niral.shah@cwt.com

Section 4.10 Counterparts. This Sponsor Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 4.11 Entire Agreement. This Sponsor Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they

relate in any way to the subject matter hereof.

Section 4.12 Fiduciary Duties. Notwithstanding anything in this Sponsor Agreement to the contrary, (a) each Sponsor makes no agreement or understanding herein in any capacity other than in its capacity as a record holder and beneficial owner of the Acquiror Class B Ordinary Shares and (b) nothing herein will be construed to limit or affect any action or inaction by any Sponsor in its capacity as a member of the board of directors (or other similar governing body) of Acquiror or any of its Affiliates or as an officer, employee or fiduciary of Acquiror or any of its Affiliates, in each case, acting in such Person's capacity as a director, officer, employee or fiduciary of Acquiror or such Affiliate.

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IN WITNESS WHEREOF, the Sponsors, Acquiror, and the Company have each caused this Sponsor Agreement to be duly executed as of the date first written above.

SPONSORS:

A-STAR

By: /s/ Troy B. Steckenrider III
Name: Troy B. Steckenrider III
Title: Manager

/s/ Troy B. Steckenrider III
Name: Troy B. Steckenrider III

/s/ Kevin E. Hartz
Name: Kevin E. Hartz

/s/ Gautam Gupta
Name: Gautam Gupta

/s/ Eugene Lipkin
Name: Eugene Lipkin

/s/ Laura de Petra
Name: Laura de Petra

/s/ Pierre Lamond
Name: Pierre Lamond

/s/ Michelle Gill
Name: Michelle Gill

/s/ Lachy Groom
Name: Lachy Groom

/s/ Catherine Spear
Name: Catherine Spear

[Signature Page to Sponsor Support Agreement]

ACQUIROR:

ONE

By: /s/ Kevin E. Hartz
Name: Kevin E. Hartz
Title: Chief Executive Officer

[Signature Page to Sponsor Support Agreement]

COMPANY:

MARKFORGED, INC.

By: /s/ Shai Terem
Name: Shai Terem
Title: President and Chief Executive Officer

Schedule I

Sponsor Acquiror Common Shares and Acquiror Warrants

Sponsor	Acquiror Common Shares	Acquiror Warrants
A-Star	5,220,000	3,150,000
Kevin E. Hartz	—(1)	—(1)
Eugene Lipkin	—(1)	—(1)
Troy B. Steckenrider III	—(1)	—(1)
Gautam Gupta	25,000(1)	—(1)
Laura de Petra	25,000	—
Pierre Lamond	30,000	—
Michelle Gill	25,000	—
Lachy Groom	25,000	—
Trina Spear	25,000	—

(1) Messrs. Hartz, Lipkin, Steckenrider and Gupta may be deemed to beneficially own securities held by A-Star by virtue of their shared control over A-Star. Each of Messrs. Hartz, Lipkin, Steckenrider and Gupta disclaims beneficial ownership of securities held by A-Star.

Schedule II

Affiliate Agreements

1. Letter Agreement, dated August 17, 2020, among one, A-Star, Eugene Miles Lipkin, Troy Bennet Steckenrider III, Pierre Lamond, Michelle Gill, Lachy Groom, Gauta Gupta and Catherine Spear.
2. Registration and Shareholder Rights Agreement, dated August 17, 2020, among one, A-Star, Eugene Miles Lipkin, Troy Bennet Steckenrider III, Pierre Lamond, Michelle Gill, Lachy Groom, Gauta Gupta and Catherine Spear.
3. Administrative Services Agreement, dated August 17, 2020, between Acquiror and A-Star.
4. Private Placement Warrants Purchase Agreement, dated August 17, 2020, between Acquiror and A-Star.

Annex A

Form of Joinder Agreement

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Sponsor Support Agreement, dated as of [●], 2021 (as amended, supplemented or otherwise modified from time to time, the 'Sponsor Agreement"), by and among one, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation), MarkForged, Inc., a Delaware corporation, and the Sponsors set forth on Schedule I thereto. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Support Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to, and a "Sponsor" under, the Support Agreement as of the date hereof and shall have all of the rights and obligations of a Sponsor as if it had executed the Support Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Support Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder Agreement as of the date written below.

Date: [●], 2021

By: _____
Name:
Title:

Address for Notices:

With copies to:

Exhibit 10.3

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "Agreement") is dated as of February 23, 2021, by and among one, a Cayman Islands exempted company limited by shares (which shall domesticate as a Delaware corporation prior to the Closing (as defined in the Merger Agreement (as defined below)) ("Acquiror"), the Persons set forth on Schedule I hereto (each, a "Company Stockholder" and, collectively, the "Company Stockholders"), and MarkForged, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, as of the date hereof, the Company Stockholders are the holders of record and the "beneficial owners" (within the meaning of Rule 13d-3 under the Exchange Act) of such number of shares of such classes or series of Company Capital Stock as are indicated opposite each of their names on Schedule I attached hereto (all such shares of Company Capital Stock, together with any shares of Company Capital Stock of which ownership of record or the power to vote (including, without limitation, by proxy or power of attorney) are hereafter acquired by any such Company Stockholder during the period from the date hereof through the Expiration Time (as defined below) are referred to herein as the "Subject Shares");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Acquiror, Caspian Merger Sub Inc., a Delaware corporation and a direct wholly-owned subsidiary of Acquiror ("Merger Sub"), and the Company, have entered into an Agreement and Plan of Merger (as amended or modified from time to time, the "Merger Agreement"), dated as of the date hereof, pursuant to which, among other transactions, Merger Sub is to merge with and into the Company, with the Company continuing as the surviving entity and a wholly owned subsidiary of Acquiror on the terms and conditions set forth therein (the "Merger"); and

WHEREAS, as an inducement to Acquiror and the Company to enter into the Merger Agreement and to consummate the transactions contemplated therein, the parties hereto desire to agree to certain matters as set forth herein.

AGREEMENT

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

ARTICLE I

STOCKHOLDER SUPPORT AGREEMENT; COVENANTS

Section 1.1 Binding Effect of Merger Agreement. Each Company Stockholder hereby acknowledges that it has read the Merger Agreement and this Agreement and has had the opportunity to consult with its tax and legal advisors. Each Company Stockholder shall be bound by and comply with Sections 6.5 (Acquisition Proposals) in respect of Acquisition Proposals regarding the Company and 11.12 (Publicity) of the Merger Agreement (and any relevant definitions contained in any such Sections) as if (a) such Company Stockholder was an original signatory to the Merger Agreement with respect to such provisions, and (b) each reference to the "Company" contained in Section 6.5 of the Merger Agreement (other than Section 6.5(i) or Section 6.5(iii) or for purposes of the definition of Acquisition Proposal) also referred to each such Company Stockholder.

Section 1.2 No Transfer. During the period commencing on the date hereof and ending on the earlier of (a) the Effective Time, and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 10.1 thereof (the earlier of clauses (a) and (b), the "Expiration Time"), each Company Stockholder shall not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the SEC (other than the Proxy Statement/Registration Statement) or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any Subject Shares, (ii) enter into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any Subject Shares (clauses (i) and (ii) collectively, a "Transfer") or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii); provided, however, that the foregoing shall not prohibit the Employee Transactions or Transfers by the Company Stockholder to any Affiliate thereof so long as, prior to and as a condition to the effectiveness of any such Transfer, such transferee executes and delivers to Acquiror a joinder to this Agreement in the form attached hereto as Annex A.

Section 1.3 New Shares. In the event that, (a) any Subject Shares are issued to a Company Stockholder after the date of this Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Subject Shares or otherwise, (b) a Company Stockholder purchases or otherwise acquires beneficial ownership of any Subject Shares after the date of this Agreement, or (c) a Company Stockholder acquires the right to vote or share in the voting of any Subject Shares after the date of this Agreement (collectively, the "New Securities"), then such New Securities acquired or purchased by such Company Stockholder shall be subject to the terms of this Agreement to the same extent as if they constituted the Subject Shares owned by such Company Stockholder as of the date hereof.

Section 1.4 Company Stockholder Agreements. Hereafter until the Expiration Time, each Company Stockholder hereby unconditionally and irrevocably agrees that, at any meeting of the stockholders of the Company (or any adjournment or postponement thereof), and in any action by written consent of the stockholders of the Company distributed by the Board of Directors of the Company or otherwise undertaken in connection with or as contemplated by the Merger Agreement or the transactions contemplated thereby, including in the form of action by written consent attached hereto as Exhibit A (which written consent shall be delivered promptly, and in any event within twenty-four (24) hours, after the Registration Statement (as contemplated by the Merger Agreement) is declared effective and delivered or otherwise made available to the shareholders of Acquiror and the stockholders of the Company), such Company Stockholder shall, if a meeting is held, appear at the meeting, in person or by proxy, or otherwise cause its Subject Shares (to the extent such Subject 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 such Company Stockholder shall vote or provide consent (or cause to be voted or consented), in person or by proxy, all of its Subject Shares (to the extent such Subject Shares are entitled to vote on or provide consent with respect to such matter):

(a) to approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger and the Preferred Stock Conversion;

(b) in any other circumstances upon which a consent, waiver or other approval may be required under the Company's Governing Documents or under any agreements between the Company and its stockholders, including the (i) Third Amended and Restated Investors' Rights Agreement, dated as of March 13, 2019, by and among the Company and the other stockholders party thereto (the "IRA"), (ii) Third Amended and Restated Right of First Refusal and Co-Sale Agreement, dated March 13,

2019, among the Company and the other stockholders party thereto (the "Co-Sale Agreement"), and (iii) Third Amended and Restated Voting Agreement, dated March 13, 2019, as amended by Amendment No. 1, dated October 20, 2020, among the Company and the other stockholders party thereto (the "Voting Agreement "), to implement the Merger Agreement or the transactions contemplated thereby, to vote, consent, waive or approve (or cause to be voted, consented, waived or approved) all of such Company Stockholder's Subject Shares held at such time in favor thereof;

(c) against any Acquisition Proposal with respect to the Company (other than the Merger Agreement and the transactions contemplated thereby); and

(d) against any proposal, action or agreement that would (A) impede, frustrate, prevent or nullify any provision of this Agreement, the Merger Agreement or the transactions contemplated thereby, including the Merger, (B) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of the Company under the Merger Agreement or (C) result in any of the conditions set forth in Article IX of the Merger Agreement not being fulfilled.

Each Company Stockholder hereby agrees that it shall not commit in writing or agree in writing to take any action inconsistent with the foregoing.

Section 1.5 Irrevocable Proxy. Subject to the last sentence of this Section 1.5, and solely in the event of a failure by a Company Stockholder to act in accordance with such Company Stockholder's obligations as to voting pursuant to Section 1.4 hereof prior to the termination of this Agreement, after being requested by the Company and such Company Stockholder fails to vote or consent for a period of three days after such request, such Company Stockholder hereby grants a proxy appointing Acquiror as such Company Stockholder's attorney-in-fact and proxy, with full power of substitution, for and in such Company Stockholder's name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.4 above as the Acquiror or its proxy or substitute shall deem proper with respect to the Subject Shares. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the termination of this Agreement.

Section 1.6 Affiliate Agreements. Each Company Stockholder, severally and not jointly, hereby agrees and consents to the termination of all Affiliate Arrangements set forth on Section 6.4 of the Company Disclosure Letter to which such Company Stockholder is party, including the IRA, the Co-Sale Agreement and the Voting Agreement, effective as of the Effective Time without any further liability or obligation to the Company, the Company's Subsidiaries or Acquiror.

Section 1.7 Registration Rights Agreement. Each of the Company Stockholders set forth on Schedule II, on behalf of itself, agrees that it will deliver, substantially simultaneously with the Effective Time, a duly-executed copy of the Registration Rights Agreement substantially in the form attached as Exhibit C to the Merger Agreement.

Section 1.8 Lock-Up Agreement. Each of the Company Stockholders set forth on Schedule III, on behalf of itself, agrees that it will deliver, substantially simultaneously with the Effective Time, a duly-executed copy of the Lock-Up Agreement substantially in the form attached as Exhibit D to the Merger Agreement with such changes as agreed by the Company, Acquiror and the Company Stockholders party to such Agreement.

Section 1.9 Further Assurances. Each Company Stockholder shall take, or cause to be taken, all such further actions and do, or cause to be done, all things reasonably necessary (including under applicable Laws) to effect the actions required to consummate the Merger and the other transactions contemplated by this Agreement and the Merger Agreement, in each case, on the terms and subject to the conditions set forth therein and herein, as applicable.

Section 1.10 No Inconsistent Agreement. Each Company Stockholder hereby represents and covenants that such Company Stockholder has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Company Stockholder's obligations hereunder.

Section 1.11 No Challenges. Each Company Stockholder agrees not to voluntarily commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Acquiror, Merger Sub, the Company or any of their respective successors or directors, (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit such Company Stockholder from enforcing such Company Stockholder's rights under this Agreement, any applicable indemnification rights under the Merger Agreement and/or the other agreements entered into by such Company Stockholder in connection herewith, including such Company Stockholder's right to receive such Company Stockholder's portion of the Aggregate Merger Consideration as provided in the Merger Agreement.

Section 1.12 Consent to Disclosure. Each Company Stockholder hereby consents to the publication and disclosure, to the extent required, in the Proxy Statement/Registration Statement (and, as and to the extent otherwise required by applicable securities Laws or the SEC or any other securities authorities, any other documents or communications provided by Acquiror or the Company to any Governmental Authority or to securityholders of Acquiror) of such Company Stockholder's identity and beneficial ownership of Subject Shares and the nature of such Company Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by Acquiror or the Company, a copy of this Agreement. Each Company Stockholder will promptly provide any information reasonably requested by Acquiror or the Company for any regulatory application or filing made or approval sought in connection with the transactions contemplated by the Merger Agreement (including filings with the SEC), subject to confidentiality obligations that may be applicable to information furnished to the Company or any of the Company's Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information that is subject to attorney-client privilege (provided, that to the extent reasonably possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege or complies with such confidentiality obligation), to the extent permitted by applicable Law.

Section 1.13 Waiver of Appraisal Rights. Each Company Stockholder hereby waives any rights of appraisal or rights to dissent from the Merger that such Company Stockholder may have under applicable law, including Section 262 of the DGCL.

Section 1.14 No Agreement as Director or Officer. Notwithstanding anything to the contrary herein, each Company Stockholder is entering into this Agreement solely in the Company Stockholder's capacity as record or beneficial owner of Subject Shares and nothing herein is intended to or shall limit or affect any actions taken by any employee, officer, director (or person performing similar functions), partner or other Affiliate (including, for this purpose, any appointee or representative of the Company Stockholder to the board of directors of the Company) of the Company Stockholder, solely in his or her capacity as a director or officer of the Company (or a Subsidiary of the Company) or other fiduciary capacity for the Company Stockholders.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company Stockholders. Each Company Stockholder represents and warrants as of the date hereof to Acquiror and the Company (severally and not jointly, and solely with respect to itself, himself or herself and not with respect to any other Company Stockholder) as follows:

(a) Organization; Due Authorization. If such Company Stockholder is not an individual, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such Company Stockholder's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Company Stockholder. If such Company Stockholder is an individual, such Company Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform his or her obligations hereunder. This Agreement has been duly executed and delivered by such Company Stockholder and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Company Stockholder, enforceable against such Company Stockholder in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into this Agreement on behalf of the applicable Company Stockholder.

(b) Ownership. Such Company Stockholder is the record and beneficial owner (within the meaning of Rule 13d-3 of the Exchange Act) of, and has good title to, all of such Company Stockholder's Subject Shares, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Subject Shares (other than transfer restrictions under the Securities Act)) affecting any such Subject Shares, other than Liens pursuant to (i) this Agreement, (ii) the Company's Governing Documents, (iii) the Merger Agreement, (iv) any applicable securities Laws or (v) the Voting Agreement. Such Company Stockholder's Subject Shares are the only equity securities in the Company owned of record or beneficially by such Company Stockholder on the date of this Agreement, and none of such Company Stockholder's Subject Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares other than as set forth in the Voting Agreement. Other than as set forth opposite such Company Stockholder's name on Schedule I, such Company Stockholder does not hold or own any rights to acquire (directly or indirectly) any equity securities of the Company or any equity securities convertible into, or which can be exchanged for, equity securities of the Company.

(c) No Conflicts. The execution and delivery of this Agreement by such Company Stockholder does not, and the performance by such Company Stockholder of his, her or its obligations hereunder will not, (i) if such Company Stockholder is not an individual, conflict with or result in a violation of the organizational documents of such Company Stockholder or (ii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Company Stockholder or such Company Stockholder's Subject Shares), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Company Stockholder of its, his or her obligations under this Agreement.

(d) Litigation. There are no Actions pending against such Company Stockholder, or to the knowledge of such Company Stockholder threatened in writing against such Company Stockholder, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Company Stockholder of its, his or her obligations under this Agreement.

(e) Adequate Information. Such Company Stockholder is a sophisticated stockholder and has adequate information concerning the business and financial condition of Acquiror and the Company to make an informed decision regarding this Agreement and the transactions contemplated by the Merger Agreement and has independently and without reliance upon Acquiror or the Company and based on such information as such Company Stockholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Such Company Stockholder acknowledges that Acquiror and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. Such Company Stockholder acknowledges that the agreements contained herein with respect to the Subject Shares held by such Company Stockholder are irrevocable.

(f) Brokerage Fees. Except as described on Section 4.16 of the Company Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by such Company Stockholder, for which the Company or any of its Affiliates may become liable.

(g) Acknowledgment. Such Company Stockholder understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon such Company Stockholder's execution and delivery of this Agreement.

Section 2.2 No Other Representations or Warranties. Except for the representations and warranties made by each Company Stockholder in this Article II, no Company Stockholder nor any other Person makes any express or implied representation or warranty to Acquiror in connection with this Agreement or the transactions contemplated by this Agreement, and each Company Stockholder expressly disclaims any such other representations or warranties.

ARTICLE III

MISCELLANEOUS

Section 3.1 Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the earlier of (a) the Expiration Time and (b) the written agreement of Acquiror, the Company and each Company Stockholder. Upon such termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Agreement shall not relieve any party hereto from liability arising in respect of any breach of this Agreement prior to such termination. This Article III shall survive the termination of this Agreement.

Section 3.2 Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State.

Section 3.3 CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THE PARTIES TO THIS AGREEMENT SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS LOCATED IN WILMINGTON, DELAWARE OR THE COURTS OF THE UNITED STATES LOCATED IN WILMINGTON, DELAWARE IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HEREWITH AND, BY THIS AGREEMENT, WAIVE, AND AGREE NOT TO ASSERT, ANY DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HEREWITH, THAT THEY ARE NOT SUBJECT THERETO OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS OR THAT THEIR PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, THAT THE ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION IS IMPROPER. SERVICE OF PROCESS WITH RESPECT THERETO MAY BE MADE UPON ANY PARTY TO THIS AGREEMENT BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 3.8.

(b) WAIVER OF TRIAL BY JURY. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.3.

Section 3.4 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the parties hereto.

Section 3.5 Specific Performance. The parties hereto agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 3.6 Amendment; Waiver. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Acquiror, the Company and Company Stockholders holding a majority of the total number of shares of Company Common Stock (determined on an as-converted, as-exercised basis) held by all Company Stockholders, provided that no such amendment shall disproportionately adversely affect any Company Stockholder relative to the other Company Stockholders without such adversely affected Company Stockholders' prior written consent.

Section 3.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 3.8 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours of the recipient (and otherwise as of the immediately following Business Day), addressed as follows:

If to Acquiror, to:

one
16 Funston Avenue, Suite A
The Presidio of San Francisco
San Francisco, California 94129
Attention: Troy B. Steckenrider III, Chief Financial Officer
Email: legal@astar.co

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

Cadwalader, Wickersham & Taft LLP
200 Liberty St.
New York, New York 10281
Attention: Stephen Fraidin
Andrew Alin
Niral Shah
Email: stephen.fraidin@cwt.com
andrew.alin@cwt.com
niral.shah@cwt.com

If to the Company, to:

MarkForged, Inc.
480 Pleasant Street
Watertown, MA 02472
Attention: General Counsel
Email: Stephen.Karp@markforged.com

with copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Kenneth J. Gordon
Michael J. Minahan
Michael R. Patrone
Email: kgordon@goodwinlaw.com
mminihan@goodwinlaw.com
mpatrone@goodwinlaw.com

If to a Company Stockholder:

To such Company Stockholder's address set forth in Schedule I

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

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Kenneth J. Gordon
Michael J. Minahan
Michael R. Patrone
Email: kgordon@goodwinlaw.com
mminihan@goodwinlaw.com
mpatrone@goodwinlaw.com

Section 3.9 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

Section 3.10 Several Liability. The liability of any Company Stockholder hereunder is several (and not joint). Notwithstanding any other provision of this Agreement, in no event will any Company Stockholder be liable for any other Company Stockholder's breach of such other Company Stockholder's representations, warranties, covenants, or agreements contained in this Agreement.

Section 3.11 Entire Agreement. This Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company Stockholders, Acquiror, and the Company have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

COMPANY STOCKHOLDERS:

By: /s/ Gregory Thomas Mark
Name: Gregory Thomas Mark

The Gregory Mark 2020 Grantor Retained Annuity Trust

/s/ Gregory Thomas Mark
Name:Gregory Thomas Mark
Title: Trustee

The Gregory Mark Irrevocable Family Trust

/s/ Gregory Thomas Mark
Name: Gregory Thomas Mark
Title: Trustee

/s/ Steven D. Mark
Name: Steven D. Mark

Title: Trustee

/s/ Diana E. Young
Name: Diana E. Young
Title: Trustee

By: /s/ David Benhaim
Name: David Benhaim

By: /s/ Shai Terem
Name: Shai Terem

SUMMIT PARTNERS GROWTH EQUITY FUND IX-A, L.P.

By: Summit Partners GE IX, L.P.
Its: General Partner

By: Summit Partners GE IX, LLC
Its: General Partner

By: /s/ Michael A. Medici
Name: Michael A. Medici
Its: Member

SUMMIT PARTNERS GROWTH EQUITY FUND IX-B, L.P.

By: Summit Partners GE IX, L.P.
Its: General Partner

By: Summit Partners GE IX, LLC
Its: General Partner

By: /s/ Michael A. Medici
Name: Michael A. Medici
Its: Member

SUMMIT INVESTORS GE IX/VC IV, LLC

By: Summit Investors Management, LLC
Its: Manager

By: Summit Master Company, LLC
Its: Managing Member

By: /s/ Michael A. Medici
Name: Michael A. Medici
Its: Member

SUMMIT INVESTORS GE IX/VC IV (UK), L.P.

By: Summit Investors Management, LLC
Its: General Partner

By: Summit Master Company, LLC
Its: Managing Member

By: /s/ Michael A. Medici
Name: Michael A. Medici
Its: Member

MATRIX PARTNERS IX, L.P.

By: Matrix IX Management Co., L.L.C.,
its General Partner

By: /s/ Antonio Rodriguez
Name: Antonio Rodriguez
Title: Managing Member

Address: 101 Main Street
17th Floor
Cambridge, MA 02142

WESTON & CO. IX LLC, as Nominee

By: Matrix Partners Management Services, L.P.,
Sole Member

By: Matrix Partners Management Services GP, LLC,
its General Partner

By: /s/ Antonio Rodriguez
Name: Antonio Rodriguez
Title: Managing Member

[Signature Page to Stockholder Support Agreement]

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

By: North Bridge Venture Management 7, L.P.
Its General Partner

By: NBVM GP, LLC
Its General Partner

By: /s/ Edward Anderson
Name: Edward Anderson
Title: Managing General Partner

TRINITY VENTURES XI, L.P.,
TRINITY XI SIDE-BY-SIDE FUND, L.P.,
TRINITY XI ENTREPRENEURS' FUND, L.P.,
Delaware Limited Partnerships

By: TRINITY TVL XI, LLC,
Their General Partner

By: /s/ Nina C. Labatt
Nina C. Labatt, Management Member

NEXT47 FUND 2018, L.P.

By: next47 Mid-Tier GP 2018, L.P. as general partner, acting by its general partner, next47 TTGP, LLC

By: /s/ Lak Ananth
Name: Lak Ananth
Title: Managing Partner

By: /s/ Brigit Meissner
Name: Brigit Meissner
Title: Authorized Signatory

[Signature Page to Stockholder Support Agreement]

NEXT47 FUND 2019, L.P.

By: next47 Mid-Tier GP 2019, L.P. as general partner, acting by its general partner, next47 TTGP, LLC

By: /s/ Lak Ananth
Name: Lak Ananth
Title: Managing Partner

By: /s/ Brigit Meissner
Name: Brigit Meissner
Title: Authorized Signatory

MICROSOFT GLOBAL FINANCE

By: /s/ Keith Dolliver
Name: Keith Dolliver
Title: Vice President

PORSCHE DRITTE BETEILIGUNG GMBH

By: /s/ Dr. Johannes Lattwein
Name: Dr. Johannes Lattwein
Title: Managing Director

By: /s/ Aleksej Mitrjaschkin
Name: Aleksej Mitrjaschkin
Title: Authorized Signatory

[Signature Page to Stockholder Support Agreement]

IN WITNESS WHEREOF, the Company Stockholders, Acquiror, and the Company have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

ACQUIROR:

ONE

By: /s/ Kevin E. Hartz
Name: Kevin E. Hartz
Title: Chief Executive Officer

[Signature Page to Stockholder Support Agreement]

IN WITNESS WHEREOF, the Company Stockholders, Acquiror, and the Company have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

COMPANY:
MARKFORGED, INC.

By: /s/ Shai Terem
Name: Shai Terem
Title: Chief Executive Officer

[Signature Page to Stockholder Support Agreement]

Exhibit A

Form of Action by Written Consent of the Stockholders of the Company

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Schedule I

Company Stockholder Subject Shares

Holders	Common	Series A Outstanding	Series B Outstanding	Series C Outstanding	Series D Outstanding	Series Seed Outstanding	Notice Information
Matrix Partners IX L.P.		13,679,283	7,746,503		793,490	7,705,502	101 Main Street 17th Floor Cambridge, MA 02142

Microsoft Global Finance	315,637			4,822,763	105,212		One Microsoft Way Redmond, WA 98052-6399 Attention: Keith Dolliver Associate General Counsel
Next47 Fund 2018, L.P.				7,234,145			537 Hamilton Avenue, 2nd Floor, 94301 Palo Alto, CA Attn: Lak Ananth (Managing Partner) legal@next47.com
Next47 Fund 2019, L.P.					833,148		537 Hamilton Avenue, 2nd Floor, 94301 Palo Alto, CA Attn: Lak Ananth (Managing Partner) legal@next47.com
North Bridge Venture Partners 7, L.P.		14,362,960	8,133,665			8,090,615	950 Winter Street, Suite 4600, Waltham, MA 02451. Attention: Ken DiPoto
PORSCHE DRITTE BETEILIGUNG GMBH				2,411,382		277,774	Porscheplatz 1 70435 Stuttgart Germany
Summit Investors GE IX/VC IV (UK), L.P.					10,937		222 Berkeley Street, 18th Floor Boston, MA 02116
Summit Investors GE IX/VC IV, LLC					86,411		222 Berkeley Street, 18th Floor Boston, MA 02116
Summit Partners Growth Equity Fund IX-A, L.P.					9,331,785		222 Berkeley Street, 18th Floor Boston, MA 02116
Summit Partners Growth Equity Fund IX-B, L.P.					5,826,637		222 Berkeley Street, 18th Floor Boston, MA 02116

The Gregory Mark 2020 Grantor Retained Annuity Trust	1,401,869						547 Ward Street Newton, MA 02459
The Gregory Mark Irrevocable Family Trust	2,803,738						547 Ward Street Newton, MA 02459
Trinity Ventures XI, L.P.			17,698,596				2480 Sand Hill Road, Suite 200, Menlo Park, CA 94025 Tel. 650-854-9500 nina@trinityventures.com
Trinity XI Entrepreneurs' Fund, L.P.			284,186				2480 Sand Hill Road, Suite 200, Menlo Park, CA 94025 Tel. 650-854-9500 nina@trinityventures.com
Trinity XI Side-By-Side Fund, L.P.			141,368				2480 Sand Hill Road, Suite 200, Menlo Park, CA 94025 Tel. 650-854-9500 nina@trinityventures.com
Weston & Co. IX LLC, as Nominee		683,677	387,162		39,658	385,113	101 Main Street 17th Floor Cambridge, MA 02142
David Benhaim	530,573						7 Dana Place, Cambridge MA 02138
Shai Terem							19 Shute Path, Newton MA 02459
Gregory Thomas Mark	24,186,887						547 Ward Street Newton, MA 02459

Schedule II

Parties to the Registration Rights Agreement

1. Shai Terem
2. Greg Mark
3. David Benhaim
4. The Gregory Mark Irrevocable Family Trust
5. The Gregory Mark 2020 Grantor Retained Annuity Trust
6. Summit Partners Growth Equity Fund IX-A, L.P.
7. Summit Partners Growth Equity Fund IX-B, L.P.
8. Summit Investors GE IX/VC IV, LLC
9. Summit Investors GE IX/VC IV (UK), L.P.
10. Matrix Partners IX, L.P.
11. Weston & Co. IX LLC
12. North Bridge Venture Partners 7, L.P.
13. Trinity Ventures XI, L.P.
14. Trinity XI Side-By-Side Fund, L.P.
15. Trinity XI Entrepreneurs' Fund, L.P.
16. Next47 Fund 2018, L.P.
17. Next47 Fund 2019, L.P.
18. Microsoft Global Finance
19. Porsche Dritte Beteiligung GMBH

Schedule III

Parties to the Lock-Up Agreement

1. Shai Terem
2. Greg Mark
3. David Benhaim
4. The Gregory Mark Irrevocable Family Trust
5. The Gregory Mark 2020 Grantor Retained Annuity Trust
6. Summit Partners Growth Equity Fund IX-A, L.P.
7. Summit Partners Growth Equity Fund IX-B, L.P.
8. Summit Investors GE IX/VC IV, LLC
9. Summit Investors GE IX/VC IV (UK), L.P.
10. Matrix Partners IX, L.P.
11. Weston & Co. IX LLC
12. North Bridge Venture Partners 7, L.P.
13. Trinity Ventures XI, L.P.
14. Trinity XI Side-By-Side Fund, L.P.
15. Trinity XI Entrepreneurs' Fund, L.P.
16. Next47 Fund 2018, L.P.
17. Next47 Fund 2019, L.P.
18. Microsoft Global Finance
19. Porsche Dritte Beteiligung GMBH

Annex A

Form of Joinder Agreement

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Stockholder Support Agreement, dated as of February 23, 2021 (as amended, supplemented or otherwise modified from time to time, the "Support Agreement"), by and among one, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation), MarkForged, Inc., a Delaware corporation, and the Company Stockholders set forth on Schedule I thereto. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Support Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to, and a "Company Stockholder" under, the Support Agreement as of the date hereof and shall have all of the rights and obligations of a Company Stockholder as if it had executed the Support Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Support Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder Agreement as of the date written below.

Date: _____, 2021

By:
Name:

Title:

Address for Notices:

With copies to:

Exhibit 99.1

MARKFORGED, LEADER IN ADDITIVE MANUFACTURING, TO BECOME PUBLICLY LISTED THROUGH MERGER WITH*ONE*

- *Markforged's AI-powered and intuitive additive manufacturing platform, The Digital Forge, is reinventing manufacturing by continuously improving and transforming the way engineers, designers and manufacturing professionals operate all over the world*
- *Combined company expected to have equity value of approximately $2.1 billion with approximately $400 million in net cash (assuming no redemptions are effected) to fund growth strategy across key verticals and strengthen competitive advantage with new products, proprietary materials and expanded customer use cases*
- *Business combination to provide up to $425 million in gross proceeds comprised of $215 million of cash held in trust from one (assuming no redemptions are effected) and an approximately $210 million fully committed common stock PIPE at $10.00 per share*
- *The PIPE is being led by Baron Capital Group, funds and accounts managed by BlackRock, Miller Value Partners, Wasatch Global Investors and Wellington Management, with additional commitments from M12 – Microsoft's Venture Fund and Porsche Automobil Holding SE, existing Markforged shareholders*
- *Markforged shareholders, one shareholders and PIPE investors will hold shares in the combined company that will be listed on the NYSE under the ticker symbol "MKFG"*
- *Business combination expected to be completed in the summer of 2021*
- *Investor webcast and call is scheduled for Wednesday, February 24, at 8:00 AM EST*

WATERTOWN, MA – February 24, 2021 – Markforged (the "Company"), creator of an integrated metal and carbon fiber additive manufacturing platform, The Digital Forge, today announced it has entered into a definitive agreement to merge with *one* (NYSE: AONE), a special purpose acquisition company sponsored by A-star and founded and led by technology industry veteran Kevin Hartz. Upon completion of the transaction, the combined company will retain the Markforged name and will be listed on the New York Stock Exchange under the ticker symbol "MKFG."

Founded in 2013, Markforged's AI-powered and intuitive additive manufacturing platform delivers tangible value to customers by solving demanding applications across key verticals, including industrial automation, aerospace, military and defense, space exploration, healthcare and medical and automotive. The platform seamlessly combines precise and reliable 3D printers with industrial-grade materials and cloud-based machine learning software, providing modern manufacturers with the resources to create more resilient and agile supply chains while saving time and money.

- **A differentiated solution.** Markforged invented a new industrial-grade process that replaces traditionally manufactured plastic, steel and aluminum end-use parts with both easy-to-print metal and the Company's proprietary continuous Carbon Fiber Reinforced (CFR) composites. This solution is powered by an integrated modern software platform that continuously updates and learns via AI, driving faster innovation and deployment. The Company has a full suite of Industrial and Professional grade printers being sold to customers today, as well as more than 170 issued and pending patents. As adoption of these technologies continues to spread across the $13 trillion global manufacturing industry, the Company is well-positioned to become a critical partner to leading manufacturers of the future.

- **Strong track record.** Markforged's products are already in 10,000 facilities across 70 countries. The Company has printed more than 10 million parts across the entire product development lifecycle, from R&D to aftermarket repair. Markforged has a proven operating model and a strong track record of growth since inception and generated revenue of approximately $70 million in 2020.
- **Large and growing market opportunity.** The additive manufacturing industry represents a large and growing market opportunity. The industry has grown from $2 billion in 2012 to an expected $18 billion in 2021, and it is projected to reach $118 billion in 2029. As additive technology matures in its ability to create cost-effective end-use parts, industry growth is driven largely by the acceleration of existing supply chain consolidation and reshoring trends.

"Our mission and vision are to reinvent manufacturing by bringing the power and agility of connected software to the world of industrial manufacturing. Today is a pivotal milestone as we progress towards making that vision a reality," said Shai Terem, President and CEO of Markforged. "We've been at the forefront of the additive manufacturing industry, and this transaction will enable us to build on our incredible momentum and provide capital and flexibility to grow our brand, accelerate product innovation, and drive expanded adoption among customers across key verticals. We're focused on making manufacturing even better by capitalizing on the huge opportunity ahead, and we are making this important leap through our new long-term partnership with Kevin Hartz and the entire team at *one*, a group of seasoned founders and operators with unparalleled experience. Their expertise and guidance will be invaluable as we continue to reinvent manufacturing today, so our customers can build anything they imagine tomorrow."

Kevin Hartz, Founder and CEO of *one*, commented, "Markforged has already reinvented the additive manufacturing industry and is well-positioned for robust growth benefiting from the velocity of digitization. When launching *one*, our priority was to partner with a company with exceptional founders, visionaries and operators taking a differentiated approach in large and growing markets – Markforged ticked all of those boxes and more. We're thrilled to be working closely with the entire Markforged team, comprised of highly engaged founders, visionary leaders and world-class engineers, uniquely positioned to lead a revolution in modern manufacturing."

Greg Mark, Founder and Chairman of Markforged, said, "When I co-founded Markforged, our mission was to reinvent manufacturing by driving innovation and creating products and technologies that have the potential to transform an entire industry. I've been thrilled that Markforged has thrived in its successful pursuit of these ambitions with a growing network of customers across major sectors and around the world. As we take Markforged to the next level, we have found the ideal partner in *one*. Kevin and his team recognize not only Markforged's ability to transform the way businesses innovate, but also the brilliant, passionate employees that make this company so unique."

Transaction Overview

The combined company will have an estimated post-transaction equity value of approximately $2.1 billion at closing. The transaction will provide $425 million in gross proceeds to the Company, assuming no redemptions by *one* shareholders, including a $210 million PIPE at $10.00 per share from investors including Baron Capital Group, funds and accounts managed by BlackRock, Miller Value Partners, Wasatch Global Investors and Wellington Management, as well as commitments from M12 – Microsoft's Venture Fund and Porsche Automobil Holding SE, existing Markforged shareholders. Net transaction proceeds will support Markforged's continued growth across key verticals and strengthen its competitive advantage with new products, proprietary materials and expanded customer use cases.

Current Markforged shareholders are expected to hold approximately 78% of the issued and outstanding shares of common stock immediately following the closing. The transaction, which has been unanimously approved by the boards of directors of both Markforged and *one*, is expected to close in the summer of 2021, subject to the approval of both *one* and Markforged stockholders and regulatory approvals, as well as and other customary closing conditions.

Following the completion of the transaction, Shai Terem will continue to lead Markforged as President and CEO. Kevin Hartz will join the Company's board.

Additional information about the proposed transaction, including a copy of the merger agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by *one* with the Securities and Exchange Commission and available at www.sec.gov.

Advisors

Citigroup Global Markets Inc. is serving as lead financial advisor and capital markets advisor to Markforged. William Blair is also acting as financial advisor and capital markets advisor to Markforged, and Goodwin Procter LLP is serving as legal counsel.

Goldman Sachs & Co. LLC is serving as exclusive financial advisor to *one* and Cadwalader, Wickersham & Taft LLP is serving as legal counsel.

Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are serving as co-placement agents on the PIPE.

Investor Webcast Information

In connection with this announcement, management of Markforged and *one* will host an investor webcast to discuss the transaction on Wednesday, February 24, 2021 at 8:00 a.m. EST. The webcast can be accessed here. For those who wish to participate by telephone, please dial 1-877-407-9039 (U.S.) or 1-201-689-8470 (International) and reference the Conference ID 13716849. The conference call will be accompanied by a detailed investor presentation. A copy of the investor presentation can be found by accessing https://investors.markforged.com.

About Markforged

Markforged transforms manufacturing with 3D metal and continuous carbon fiber printers capable of producing parts tough enough for the factory floor. Engineers, designers, and manufacturing professionals all over the world rely on Markforged metal and composite printers for tooling, fixtures, functional prototyping, and high-value end-use production. Founded in 2013 and based in Watertown, MA, Markforged has more than 250 employees globally, with $137 million in both strategic and venture capital. Markforged was recently recognized by Forbes in the Next Billion-Dollar Startups list, and listed as the #2 fastest-growing hardware company in the US in the 2019 Deloitte Fast 500. To learn more about Markforged, please visit https://markforged.com.

About *one*

one is a special purpose acquisition company sponsored by A* formed for the purpose of effecting a business combination with one or more businesses in the innovation economy. *one* completed its initial public offering in August 2020 raising $215 million in cash proceeds. A* was founded and is led by technology industry veteran Kevin Hartz. To learn more about *one*, please visit https://www.a-star.co/.

Important Information and Where to Find It

A full description of the terms of the transaction will be provided in a registration statement on Form S-4 to be filed with the SEC by *one* that will include a prospectus with respect to the combined company's securities to be issued in connection with the business combination and a proxy statement with respect to the shareholder meeting of *one* to vote on the business combination. *one* urges its investors, shareholders and other interested persons to read, when available, the preliminary proxy statement/ prospectus as well as other documents filed with the SEC because these documents will contain important information about *one*, Markforged and the transaction. After the registration statement is declared effective, the definitive proxy statement/prospectus to be included in the registration statement will be mailed to shareholders of *one* as of a record date to be established for voting on the proposed business combination. Once available, shareholders will also be able to obtain a copy of the S-4, including the proxy statement/prospectus, and other documents filed with the SEC without charge, by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. The preliminary and definitive proxy statement/prospectus to be included in the registration statement, once available, can also be obtained, without charge, at the SEC's website (www.sec.gov).

Participants in the Solicitation

one and Markforged and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the potential transaction described in this press release under the rules of the SEC. Information about the directors and executive officers of *one* is set forth in *one*'s final prospectus filed with the SEC pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the "Securities Act"), on August 19, 2020 and is available free of charge at the SEC's web site at www.sec.gov or by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the *one* shareholders in connection with the potential transaction will be set forth in the registration statement containing the preliminary proxy statement/prospectus when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

Non-Solicitation

This press release is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the potential transaction and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of *one*, the combined company or Markforged, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

Special Note Regarding Forward-Looking Statements

This press release contains forward-looking statements that are based on beliefs and assumptions and on information currently available. In some cases, you can identify forward-looking statements by the following words: "may," "will," "could," "would," "should," "expect," "intend," "plan," "anticipate," "believe," "estimate," "predict," "project," "potential," "continue," "ongoing" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these

words. These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this press release, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements in this press release include, but are not limited to, statements regarding the proposed business combination, including the timing and structure of the transaction, the expected new investors in the combined company, assumptions relating to redemptions, the expected proceeds of the transaction and the anticipated uses of those proceeds, the equity value, cash position and initial market capitalization of the combined company, the benefits of the transaction, the expected ownership of current Markforged shareholders following the closing of the transaction, as well as statements about the expected growth of the additive manufacturing industry, the combined company's competitive position in the industry, the anticipated growth of the combined company, the increased adoption of its products, and the expected benefits of product innovation. We cannot assure you that the forward-looking statements in this press release will prove to be accurate. These forward looking statements are subject to a number of risks and uncertainties, including, among others, general economic, political and business conditions; the inability of the parties to consummate the business combination or the occurrence of any event, change or other circumstances that could give rise to the termination of the business combination agreement; the outcome of any legal proceedings that may be instituted against the parties following the announcement of the business combination; the risk that the approval of the shareholders of one for the potential transaction is not obtained; failure to realize the anticipated benefits of the business combination, including as a result of a delay in consummating the potential transaction; the risk that the business combination disrupts current plans and operations as a result of the announcement and consummation of the business combination; the ability of the combined company to grow and manage growth profitably and retain its key employees; the amount of redemption requests made by one's shareholders; the inability to obtain or maintain the listing of the combined company's securities following the business combination; costs related to the business combination; and those factors discussed under the header "Risk Factors" in the registration statement on Form S-4 to be filed by one with the SEC and those included under the header "Risk Factors" in the final prospectus of one related to its initial public offering. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. The forward-looking statements in this press release represent our views as of the date of this press release. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this press release.

Contact Information

Markforged

Media

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Investors

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one

Media

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Sard Verbinnen & Co
one-SVC@sardverb.com

Investors

investors@a-star.co

Exhibit 99.2

Disclaimer

Disclaimer. This presentation ("Presentation") is for informational purposes only to assist interested parties in making their own evaluation with respect to the proposed business combination (the "Business Combination") between one ("*one*") and Markforged, Inc. ("Markforged" or the "Company") and for no other purpose. The information contained herein does not purport to be all-inclusive and neither of *one*, Markforged, nor any of their respective affiliates nor any of its or their control persons, officers, directors, employees or representatives makes any representation or warranty, express or implied, as to the accuracy, completeness or reliability of the information contained in this Presentation. You should consult your own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and, by accepting this Presentation, you confirm that you are not relying upon the information contained herein to make any decision.

Forward-Looking Statements. Certain statements in this Presentation may be considered forward-looking statements. Forward-looking statements generally relate to future events or one's or the Company's future financial or operating performance. For example, statements concerning the following include forward-looking statements: development plans for Markforged's products; Markforged's sales projections and financial estimates; the size and growth of the additive manufacturing market; the adoption of Markforged's products in the manufacturing industry and other industries; and the potential effects of the Business Combination on the Company. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expect", "intend", "will", "estimate", "anticipate", "believe", "predict", "potential" or "continue", or the negatives of these terms or variations of them or similar terminology. Such forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward looking statements. These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by one and its management, and Markforged and its management, as the case may be, are inherently uncertain. New risks and uncertainties may emerge from time to time, and it is not possible to predict all risks and uncertainties. Factors that may cause actual results to differ materially from current expectations include, but are not limited to, various factors beyond management's control including the inability of the parties to successfully or timely consummate the proposed business combination, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination or that the approval of the stockholders of one is not obtained; (iii) the ability to maintain the listing of the combined company's securities on NYSE; (iv) the inability to complete the PIPE; (v) the risk that the proposed business combination disrupts current plans and operations of Markforged as a result of the announcement and consummation of the transaction described herein; the risk that any of the conditions to closing are not satisfied in the anticipated manner or on the anticipated timeline; the failure to realize the anticipated benefits of the proposed business combination; risks relating to the uncertainty of the projected financial information with respect to Markforged and costs related to the proposed business combination; the outcome of any legal proceedings that may be instituted against the parties following the announcement of the proposed business combination; the amount of redemption requests made by one's public stockholders; the effects of the COVID-19 pandemic, general economic conditions; and other risks, uncertainties and factors set forth in the section entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in one's final prospectus relating to its initial public offering, dated August 17, 2020, and other filings with the Securities and Exchange Commission ("SEC"), as well as factors associated with companies, such as the Company, that are engaged in additive manufacturing. Nothing in this Presentation should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on forward-looking statements in this Presentation, which speak only as of the date they are made and are qualified in their entirety by reference to the cautionary statements herein. Neither one nor the Company undertakes any duty to update these forward-looking statements.

Additional Information. In connection with the proposed Business Combination, *one* intends to file with the SEC a registration statement on Form S-4 containing a preliminary proxy statement/prospectus of *one*, and after the registration statement is declared effective, *one* will mail a definitive proxy statement/prospectus relating to the proposed Business Combination to its shareholders. This Presentation does not contain all the information that should be considered concerning the proposed Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the Business Combination. *one*'s shareholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed Business Combination, as these materials will contain important information about Markforged, *one* and the Business Combination. When available, the definitive proxy statement/prospectus and other relevant materials for the proposed Business Combination will be mailed to shareholders of *one* as of a record date to be established for voting on the proposed Business Combination. Shareholders will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, CA 94129.

Disclaimer (Cont'd)

Participants in the Solicitation. *one*, Markforged and their respective directors and executive officers may be deemed participants in the solicitation of proxies from *one*'s shareholders with respect to the proposed Business Combination. A list of the names of *one*'s directors and executive officers and a description of their interests in *one* is contained in *one*'s final prospectus relating to its initial public offering, dated August 17, 2020, which was filed with the SEC and is available free of charge at the SEC's web site at www.sec.gov, or by directing a request to *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, CA 94129. Additional information regarding the interests of the participants in the solicitation of proxies from *one*'s shareholders with respect to the proposed Business Combination will be contained in the proxy statement/prospectus for the proposed Business Combination when available.

No Offer or Solicitation. This communication is for informational purposes only and does not constitute, or form a part of, an offer to sell or the solicitation of an offer to sell or an offer to buy or the solicitation of an offer to buy any securities, and there shall be no sale of securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, and otherwise in accordance with applicable law.

Certain information contained in this Presentation relates to or is based on publications, surveys and the Company's own internal estimates and research. In addition, all of the market data included in this Presentation involves a number of assumptions and limitations, and there can be no guarantee as to the accuracy or reliability of such assumptions. Finally, while the Company believes its internal research is reliable, such research has not been verified by any independent source. This meeting and any information communicated at this meeting are strictly confidential and should not be discussed outside your organization.

Use of Non-GAAP Financial Metrics. This presentation includes certain non-GAAP financial measures (including on a forward-looking basis) such as Adjusted EBITDA and Free Cash Flow. These non-GAAP measures are an addition to, and not a substitute for or superior to, measures of financial performance prepared in accordance with GAAP and should not be considered as an alternative to net income, operating income or any other performance measures derived in accordance with GAAP. Reconciliations of non-GAAP measures to their most directly comparable GAAP counterparts are included in the Appendix to this presentation. Markforged believes that these non-GAAP measures of financial results (including on a forward-looking basis) provide useful supplemental information to investors about Markforged. Markforged's management uses forward-looking non-GAAP measures to evaluate Markforged's projected financials and operating performance. However, there are a number of limitations related to the use of these non-GAAP measures and their nearest GAAP equivalents, including that they exclude significant expenses that are required by GAAP to be recorded in Markforged's financial measures. In addition, other companies may calculate non-GAAP measures differently, or may use other measures to calculate their financial performance, and therefore, Markforged's non-GAAP measures may not be directly comparable to similarly titled measures of other companies. Additionally, to the extent that forward-looking non-GAAP financial measures are provided, they are presented on a non-GAAP basis without reconciliations of such forward-looking non-GAAP measures due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliations.

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Introduction

Markforged

Greg Mark
Co-Founder & Chairman

David Benhaim
Co-Founder & CTO

Shai Terem
President & CEO

Assaf Zipori
Acting CFO, Corp. Dev. & Strategy

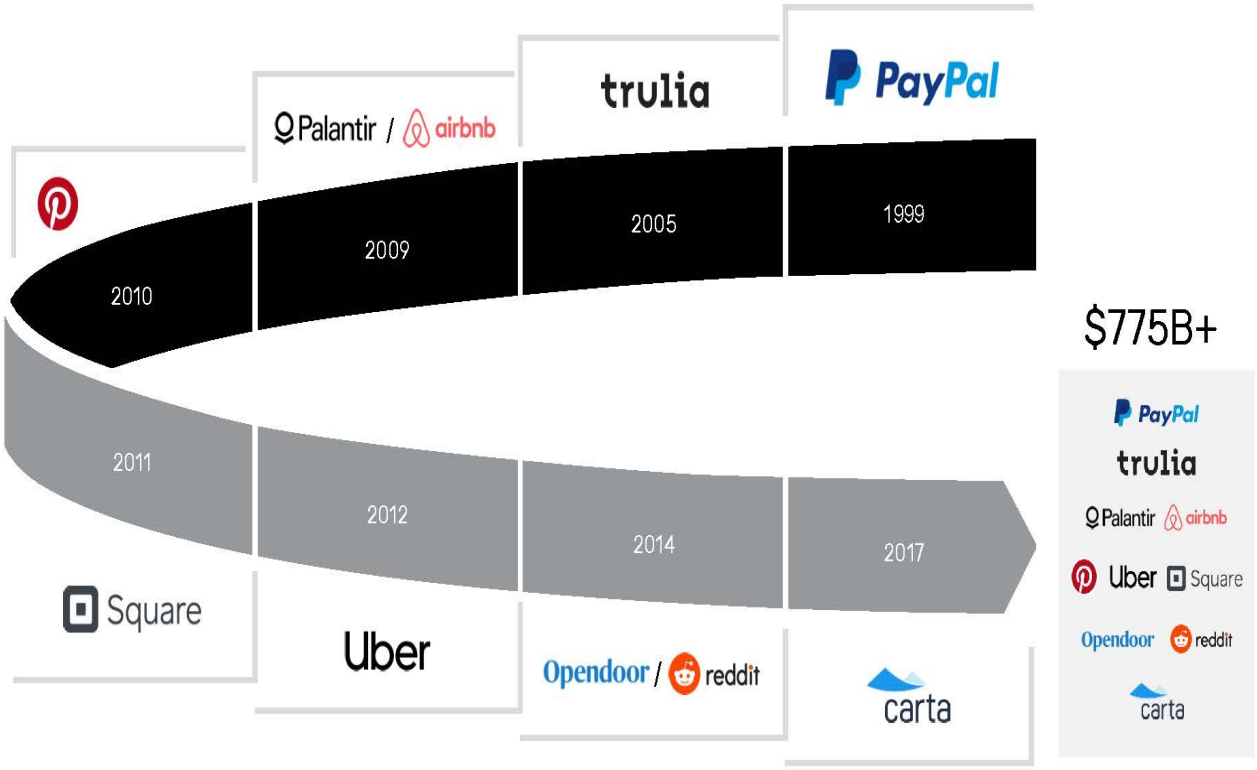
one

Kevin Hartz
one Co-Founder & CEO

Troy Steckenrider
one Co-Founder & CFO

Gautam Gupta
one Co-Founder

one's Track Record of Early Investments in Transformational Businesses



Note: $ in billions. Figure represents sum of market cap, as of February 23, 2021, for public companies and acquisition valuation for those acquired.

one's Criteria for Partnership

	Markforged
Founders, Visionaries, Operators	✓
Strong Technology / Defensible Positioning	✓
Benefiting from Transformational Trends / Velocity of Digitization	✓
Opportunity to Utilize Capital to Drive Growth / Strengthen Moats	✓
Enduring Businesses	✓

Markforged at a Glance

[1] Wohlers Report 2020.

The Markforged Story

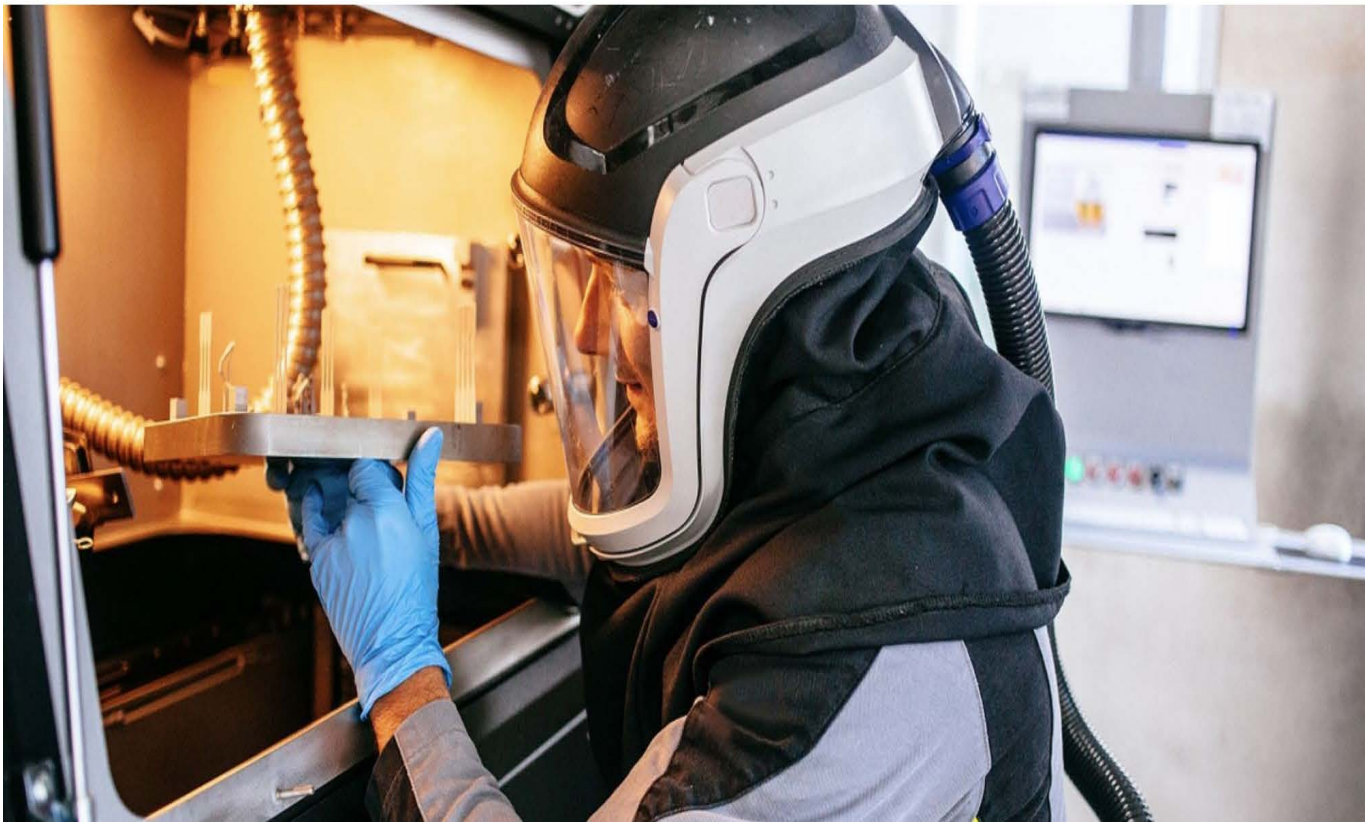
Limitations of Traditional Manufacturing

1. Limited Design Flexibility
2. Inability by Manufacturers to Hire Skilled Workers[1]
3. Inability to Effectively Respond to Supply Chain Disruption
4. 20% of Every Dollar in Manufacturing is Wasted (10% of Global GDP)[2]

[1] United States Census Bureau "Connecticut Case Study: Attracting Skilled Manufacturing Workers a Challenge as Aging Baby Boomers Retire" – November 17, 2020.
[2] "Manufacturing Wastes 10% of the GWP Every Year. Here's Why" Forbes article – October 18, 2019.

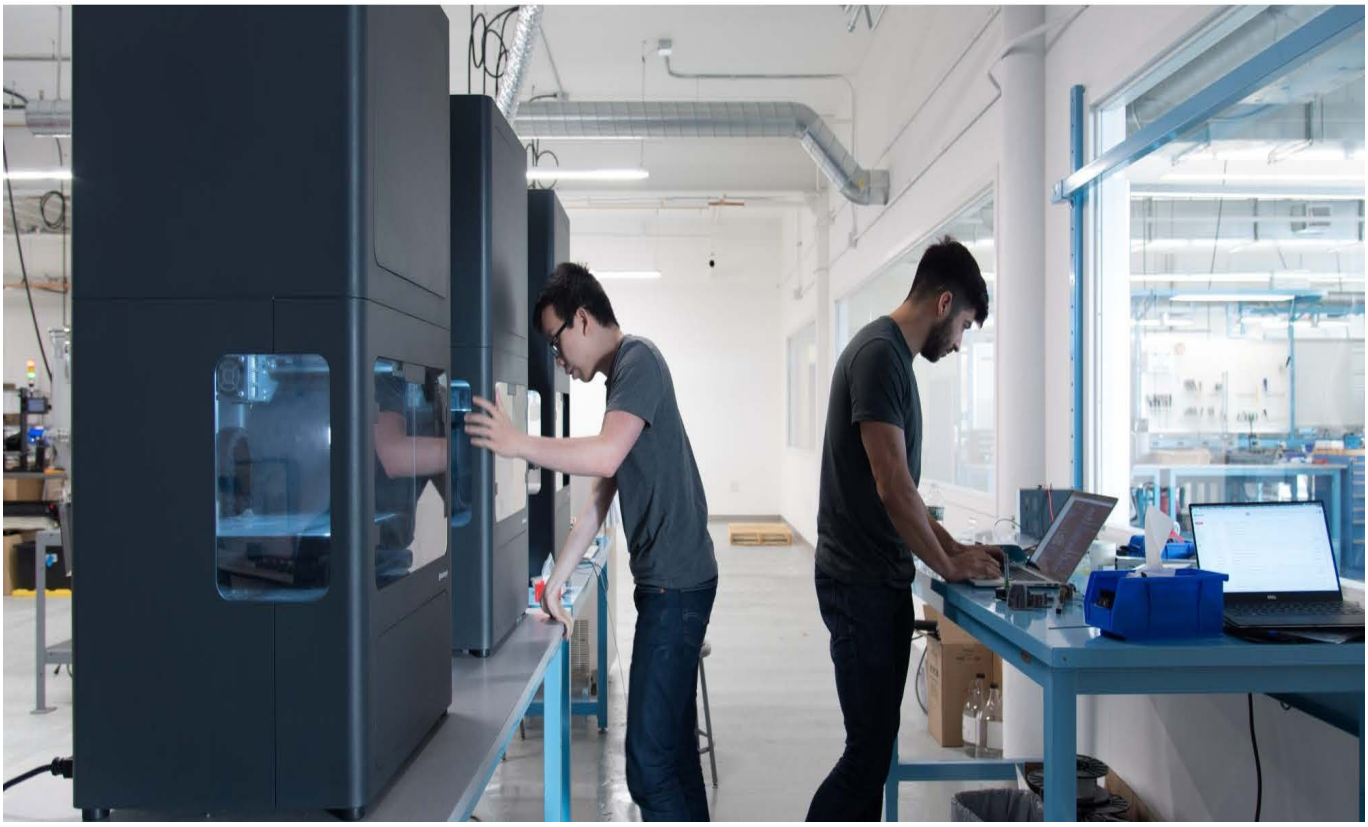
Before Markforged, Customers Had Limited Options

Customers essentially could choose between >$1M “industrial machines” or hobbyist printers



Markforged Transforms the Industry

Offers design flexibility and industrial-strength parts with highly accessible solutions



Why Markforged Wins

Accessible, industrial-strength parts

Wide range of proprietary composite and metal materials address broad range of applications

High and tangible customer ROI

Mission-critical application for blue-chip customers with evidenced land-and-expand

Integrated, modern software platform

Continuous software updates drive faster innovation and deployment

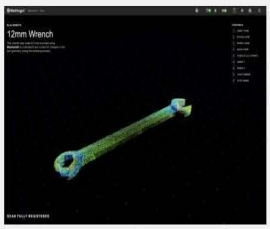
Scale today drives virtuous cycle

More customers > More part data > Printers get smarter > Better parts

Markforged's Differentiated and Integrated Platform

Software

Cloud-first architecture provides powerful yet easy-to-use solutions



Printers

9 metal and composite printers and sintering furnaces, which continue to get smarter[1]

Mark Two

X7

Metal X

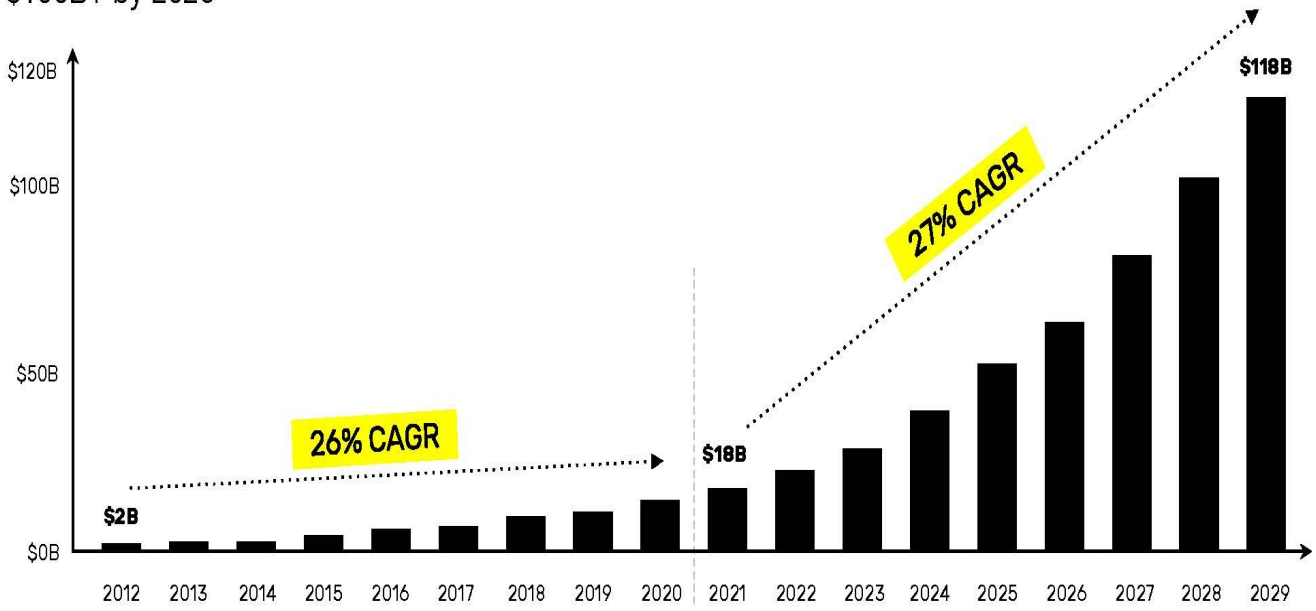
Materials

Unlocks range of new applications across **14** proprietary materials[1]

[1] As of January 2021.

Large & Growing Addressable Market Opportunity

Additive Manufacturing Industry Expected to Grow $100B+ by 2029



Source: Wohlers Report 2020.

Blue-Chip Customer-Base Across Key Verticals

Industrial Automation

Replacing traditional infrastructure.

BOSCH · Schneider Electric · ABB · KUKA · FANUC · YASKAWA

Aerospace

Flying on business jets and military aircraft.

AIRBUS · LOCKHEED MARTIN · Raytheon Technologies · NORTHROP GRUMMAN · GE · Ball

Military & Defense

Supporting troops in combat zones.

U.S. AIR FORCE · U.S. ARMY · U.S. MARINE CORPS · AMERICA'S NAVY

Space

Orbiting on the International Space Station.

NASA · BLUE ORIGIN · SPACEX

Healthcare & Medical

Protecting lives with critical medical equipment.

Medtronic · Gillette · Alcon · BAYER · REGENERON

Automotive

Enabling vehicle production.

PORSCHE · HONDA · TESLA · TOYOTA · VOLKSWAGEN · DAIMLER · GM · AUDI · Ford

Note: Select customers included. Not inclusive of entire customer base. Use of logos does not imply endorsement.

The Benefit for Customers is Clear

DANA		
~10x faster for key application	$270k/yr cost savings on key application	45x cost savings on key application
4 continents with Markforged printers	3 months first printer payback period	9 months first printer payback period
4->23 **Printers**	**2->29** **Printers**	**1->35** **Printers**
 KEY APPLICATION Tool for Axle Manufacturing	 KEY APPLICATION Tool for Field Repair	 KEY APPLICATION Tool for Automated Assembly Line

Sources: Management prepared information collected from customer interviews and internal data.
Note: Use of logos does not imply endorsement.

Markforged Delivers Clear Value Proposition Today for Customers

Customized Parts

Gripping Fingers for Manufacturing Robots

	Conventional	Markforged
Time	10 weeks	2 days
Cost	$400	$10

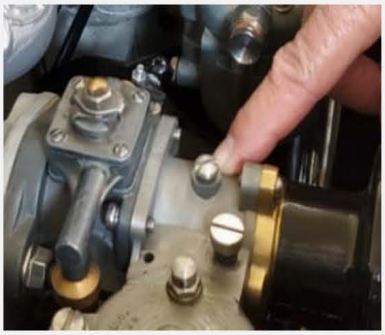
Complex Composite Parts

Holding Tool for Machining, Assembly, and Welding

	Conventional	Markforged
Time	4 weeks	2 days
Cost	$2400	$130

Metal End-Use Parts

Replacement Carburetor Casing



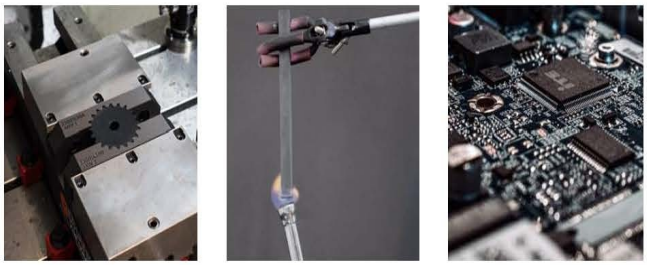
	Conventional	Markforged
Time	5 months	3 days
Cost	$10k+	$282

Sources: Management prepared information collected from customer interviews and internal data.

Wide Range of Proprietary Materials Unlocks Broad Set of Applications

Composites

Carbon Fibers | Kevlar | Fiberglass



Onyx | Onyx FR (for Aerospace) | Onyx ESD (for Electronics)

Continuous Fiber

Chopped Fiber

Metals

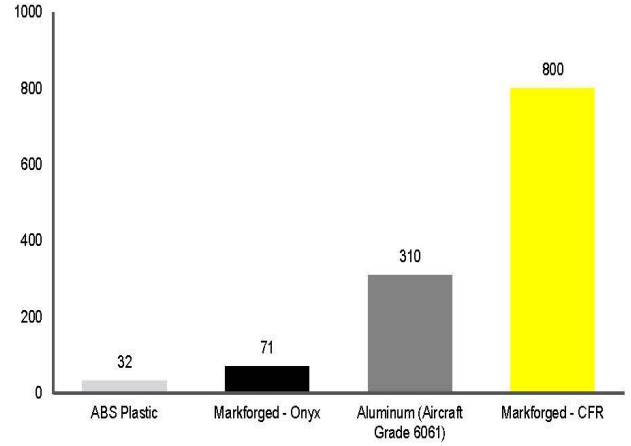
17-4PH Stainless Steel | Inconel 625 | H13 Tool Steel | D2 Tool Steel | A2 Tool Steel | Copper

Replacing Traditionally Manufactured Steel and Aluminum Parts

Customers are replacing legacy plastic and metal parts with
Markforged proprietary Continuous Fiber Reinforced (CFR) composites

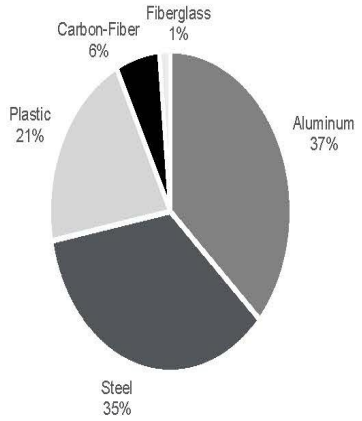
CFR is 11x stronger than Onyx and 25x stronger than ABS plastic[1]

Tensile Strength (MPa)



Majority are replacing metal parts[2]

Frequency of Original Material Replacement by Survey Respondent Application



[1] Markforged internal test results as of December 2020.
[2] Markforged Proprietary Survey of 90 Customers as of October 2019.

Proven Broad Portfolio of Printers for Manufacturing

Onyx 1

Desktop 3D printer for strong parts built with chopped carbon fiber

Shipping since 2016

Mark Two

Powerful professional Continuous Fiber Reinforcement 3D printers for aluminum strength parts

Shipping since 2016

X7

Standout industrial Continuous Fiber Reinforcement 3D printer for manufacturing

Shipping since 2016

Metal X

Accessible end to end metal 3D printing solution for functional metal parts

Shipping since 2018

Sinter-2

Automating the most complex step in metal printing with the touch of a button

Shipping since 2019

Differentiated Software Platform... Delivering Key Benefits

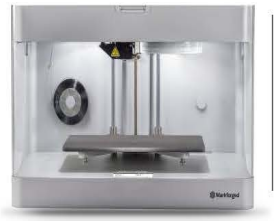
1. Cloud First Architecture
2. OTA Updates
3. Global Fleet Management
4. Expertise Embedded (Process Knowledge & Sintering)

- Increased printer speed by 2x
- Reduced sintering run time by 42%
- Reduced gas cost by 65%
- Increased print volume by 15%
- Increased feature usage by 250%

All improvements achieved through software updates

Source: Markforged analysis of connected fleet data.

Our Scale Advantage; Fueling The Markforged Flywheel



Grow Expertise at the Speed of Global Production

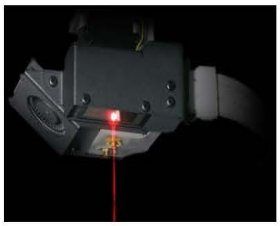
New printers are added to network to scale manufacturing capacity

Consistent Improvement

Federated fleet learning combined with real-time part corrections create a reliable and repeatable production process

Part Prep and Fleet Management

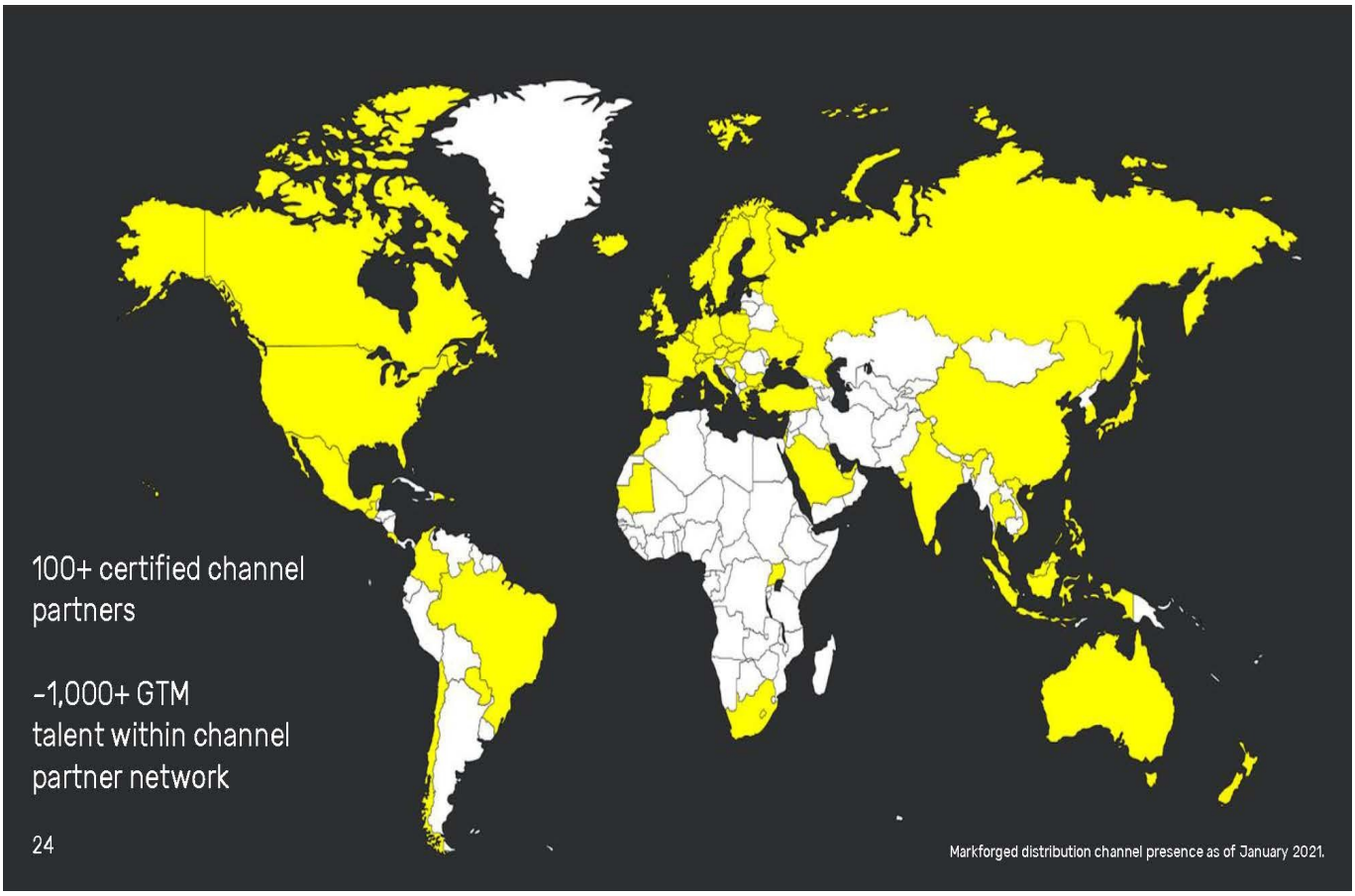
Devices are constantly streaming back data on parts and performance



Part Scanning + Industrial IoT

Drives AI-powered part quality improvements across entire fleet

Strong Distribution Channels with Global Coverage



Experienced & Visionary Management Team to Drive Us Forward

Founders

Greg Mark
Co-Founder & Chairman

David Benhaim
Co-Founder & Chief Technology Officer

Leadership

Shai Terem
President & Chief Executive Officer

Assaf Zipori
Head of Finance & VP Corporate Development (Acting CFO)

Dorit Liberman
Chief Human Resources Officer

Leadership

Matt Gannon
VP, Operations

Stephen Karp
General Counsel

Engineering

Dan Eiref
Senior Director Product Management

Joe Roy-Mayhew
Senior Director Materials

Tom Allen
Senior Director Mechanical Engineering

Go-to-Market

Ved Narayan
VP
Sales, APAC

Brian Houle
VP
Sales, EMEA

Bryan Painter
VP
Sales, Americas

Patrick Shea
VP
Demand Generation

Michael Papish
VP
Marketing

Executing on the Company's Growth Strategy

Accelerated Product Innovation

1. Powered by Software (Blacksmith + Eiger)
2. Continue to Expand Customer Use Cases

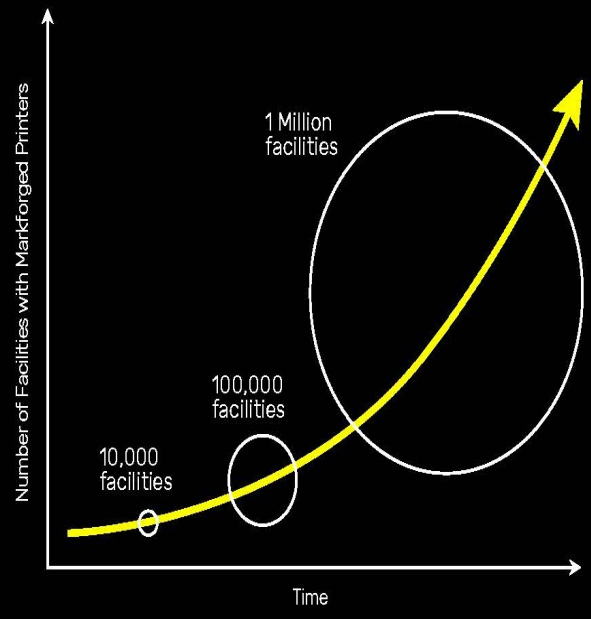
Operational Expertise

3. Deeper and More Efficient Go-to-Market Coverage
4. Building the Brand

M&A

5. Accelerating Growth Strategy

Markforged is in an estimated 10,000 facilities today and plans to be in 100,000 in 5 years



Markforged Additive 2.0 Today

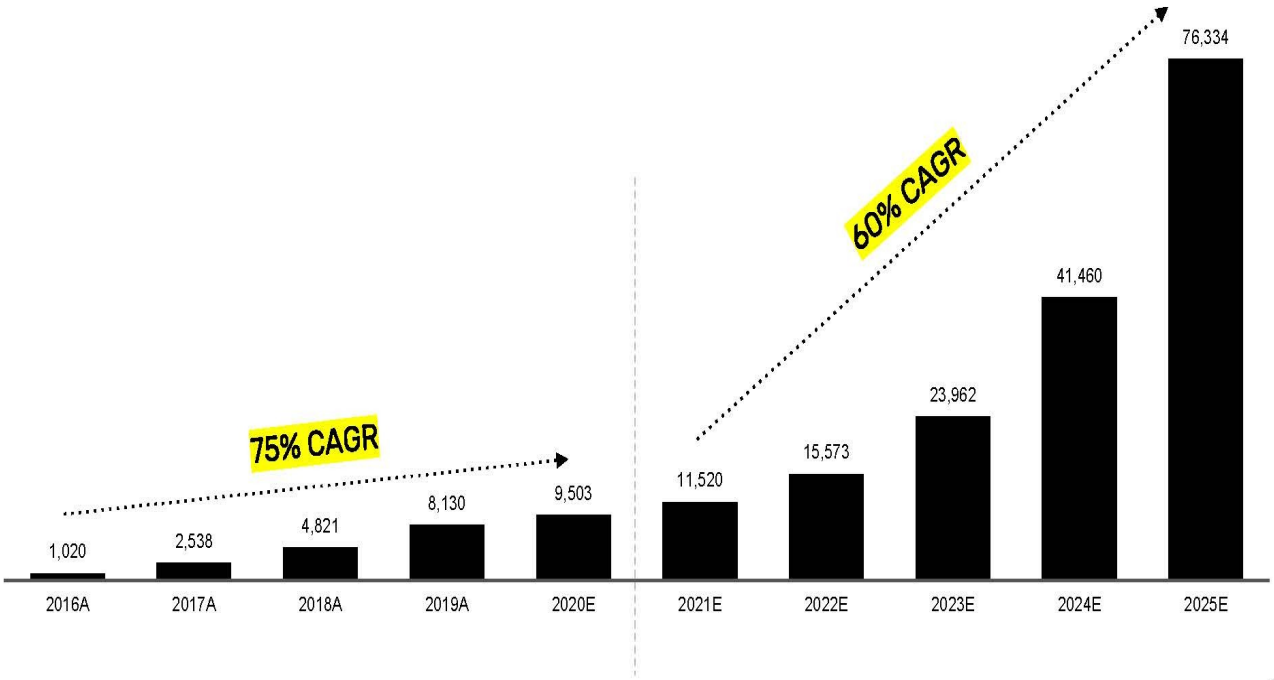
1 Large & Growing Market Opportunity	Additive manufacturing market to grow **$100B+ in 10 years**[1] **Acceleration of existing supply chain consolidation and reshoring trends**
2 Visionary + Experienced Leadership Team	**Reinvented the industry** with continuous fiber process Building a smart, **fleet-learning, AI-powered additive platform** Deep experience in **software, printing technology, hardware, operations**
3 Software Is the Engine for the Markforged Platform	Additive process that **monitors part production and connects in real-time** Software enables accessibility and **faster adoption of technology** Continuous learning creates **sustainable competitive advantage**
4 Invented New Industrial Grade Process	Exceptionally strong composite materials **replacing traditionally manufactured metal end-use parts** **High and tangible customer ROI** supports land and expand **Robust IP in metal and carbon fiber** with over 170 issued and pending patents
5 Proven in the Most Demanding Applications	**Large and growing global installed base** of connected printers **(~10k)**[2] Blue-chip customers, including leading **aerospace**, **automotive** and **major US Armed Forces** branches
6 Highly Attractive, Scalable Financial Model	**Scalable growth** fueled by **strong global distribution partner network** covering ~70 countries[2] **Compelling gross margins** and **strong, expanding unit economics** driven by recurring revenue

(1) Wohlers Report 2020.
(2) As of January 2021.

Financial Overview

Large & Growing Installed Base of Active Printers

Connected Printers



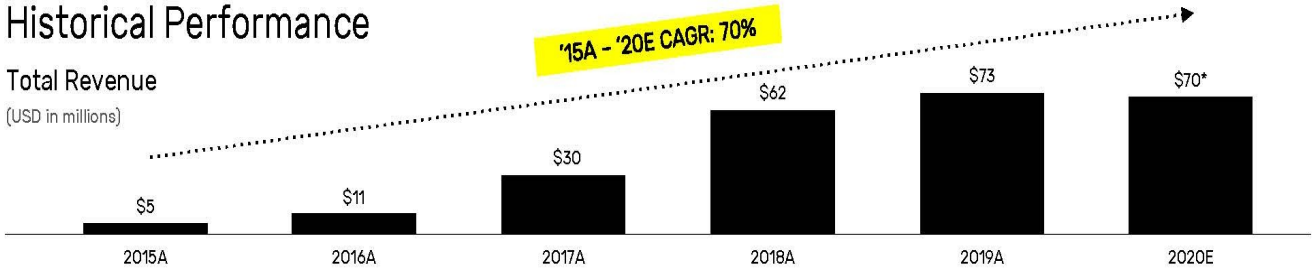
Source: Management projections.

Proven Track Record of Growth, Large Opportunity Ahead

Historical Performance

Total Revenue

(USD in millions)

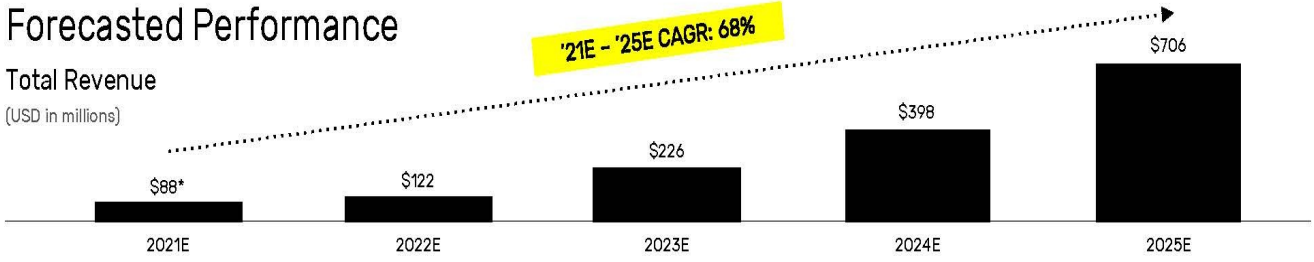


Revenue Growth - %					
NM	121%	173%	108%	18%	(3%)

Forecasted Performance

Total Revenue

(USD in millions)



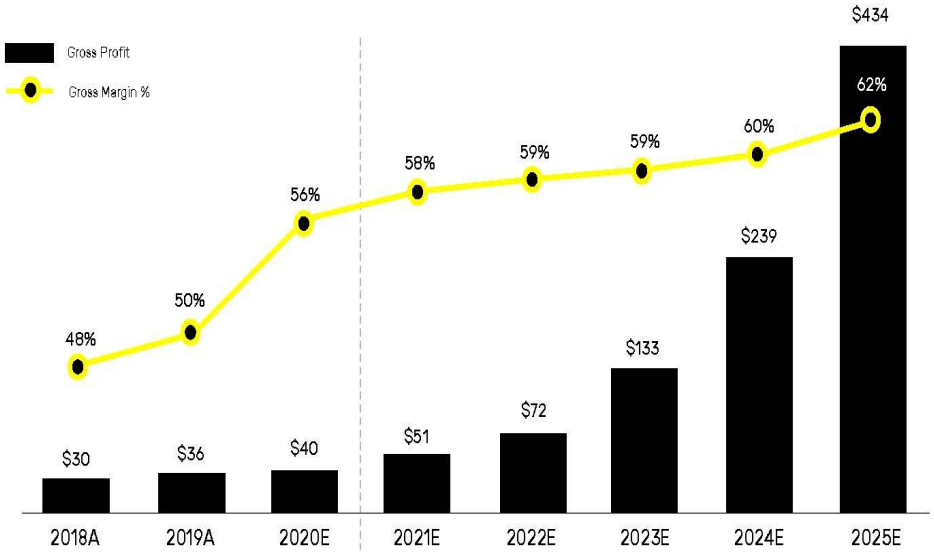
Revenue Growth - %				
24%	40%	84%	76%	77%

Source: Management projections.
* COVID-19 impacted.

Strong Path to Profitable Growth

Gross Profit / Gross Margin %

(USD in millions)



Gross profit consisting of Hardware, Consumables, Success Plan, Software, shipping, warranty, and other indirect COGS

2018A - 2020E margin improvement due to operational efficiencies, Go To Market Optimization and a growing base of recurring revenue

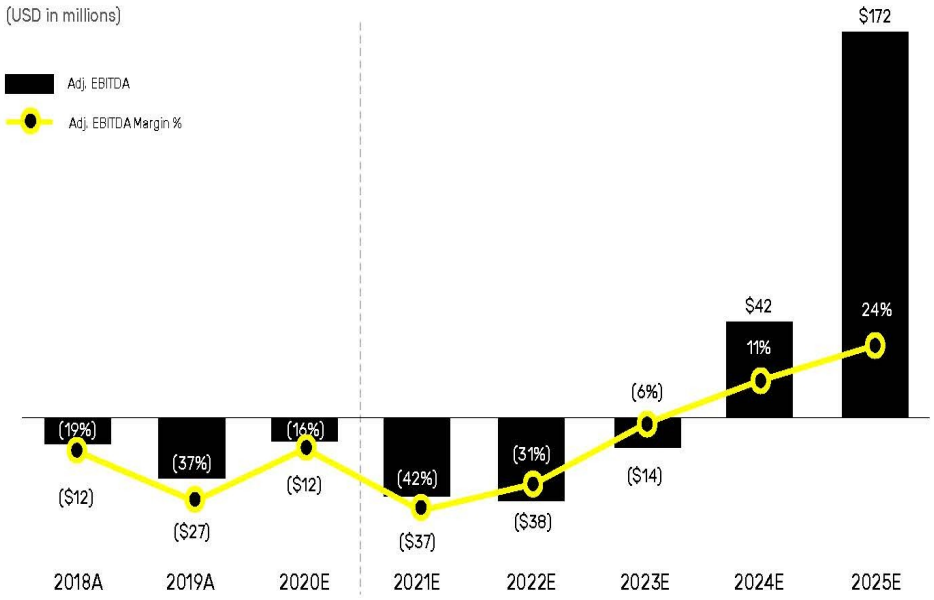
5%+ margin expansion between 2020E-2025E driven by increased scale and operating leverage

Source: Management projections.
Note: Please reference slide 46 "Reconciliation of Non-GAAP Financials" for information regarding non-GAAP measures.

Strong Path to Profitable Growth (Cont'd)

Adj. EBITDA[1,2] / Adj. EBITDA[1,2] Margin %

(USD in millions)



Streamlined cost structure during 2020E

Planned investment in future product development 2021E-2023E, benefiting from operational leverage in later years

Highly capital efficient business, generating ~$70mm of sales on a total of ~$80mm capital invested to date

Source: Management projections.

(1) Excludes $0.6M, $1.0M, and $7.6M of non-recurring costs across 2019A, 2020E, and 2021E, respectively, related to litigation and audit, legal and other costs associated with the transaction. Additionally, no ongoing public company costs are assumed.

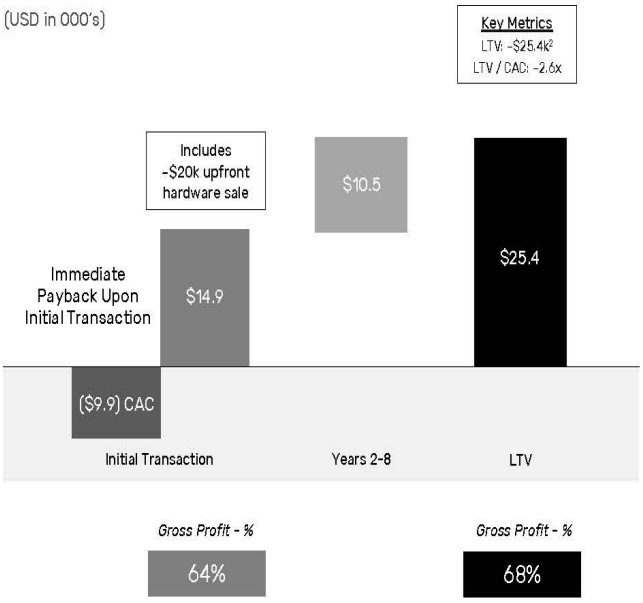
(2) Adj. EBITDA is adjusted for stock-based compensation. Please reference slide 46 "Reconciliation of Non-GAAP Financials" for information regarding the non-GAAP measures.

Markforged Illustrative Unit Economics Analysis

Today | **Tomorrow[1]**

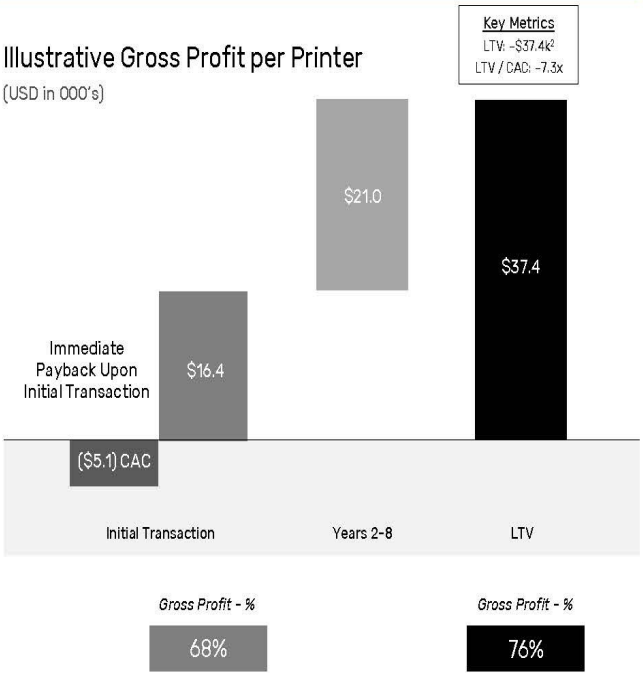
Illustrative Gross Profit per Printer

(USD in 000's)



Illustrative Gross Profit per Printer

(USD in 000's)



Source: Management projections.
[1] 2023E and after.
[2] Cumulative gross profit over average customer life of 8 years (excluding customer acquisition costs).

Transaction Overview & Valuation

Detailed Transaction Overview

Values in Millions Except per Share and Percentage Data

Sources & Uses

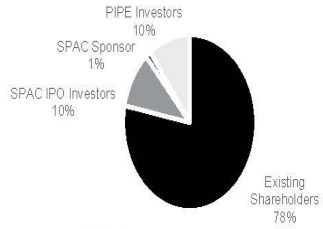
Sources	
Existing Shareholders Rollover Equity[1]	$1,611
SPAC Cash in Trust[2]	$215
PIPE Financing	$210
Current Net Cash	$54
Total Sources	**$2,089**

Uses	
Existing Shareholders Equity[1]	$1,611
Cash to Balance Sheet	$399
Transaction Expenses	$35
Cash to Sellers	$45
Total Uses	**$2,089**

Pro Forma Valuation & Ownership [1][2][3][4][5]

Pro Forma Valuation	
Share Price	$10.00
Shares Outstanding	206
Pro Forma Equity Value	$2,062
(-) Pro Forma Net Cash	($399)
Pro Forma Enterprise Value	**$1,664**

Pro Forma Ownership



Transaction close anticipated in Summer 2021

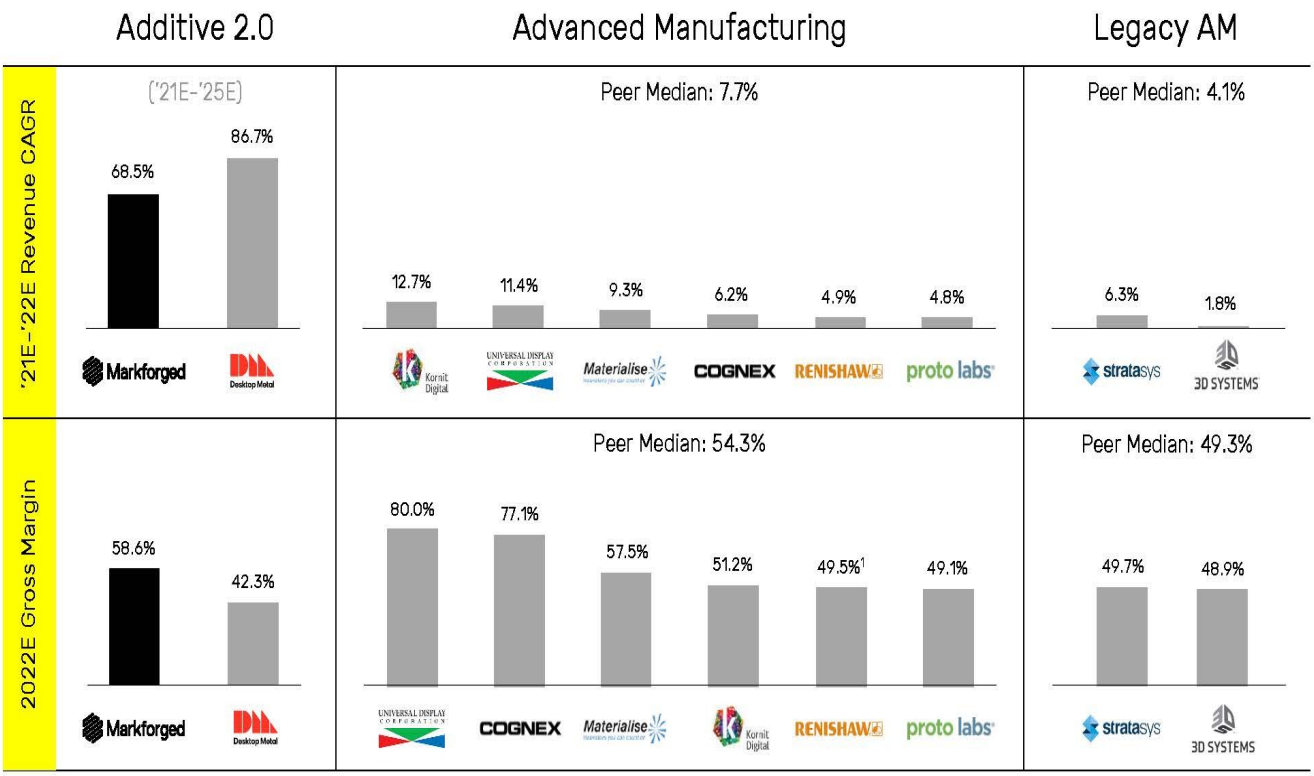
Note: Excludes impact of the exercise of Sponsor or IPO warrants which both have a strike price of $11.50. Percentages may not sum to 100% given rounding.
[1] Excludes shares reserved for issuance under management equity incentive plan.
[2] Assumes $10.00 share price and no redemptions from public shareholders.
[3] Includes 161.1M existing Markforged equity holders shares, 21.5M SPAC IPO shares, 2.7M SPAC sponsor shares, and 21.0M PIPE Investor shares.
[4] Excludes 2.7mm SPAC sponsor shares vesting in 1.3mm share increments at $12.50 and $15.00.
[5] Excludes additional seller earn-out of 8.0M shares that vest at $12.50 and 6.7M shares that vest at $15.00.

Additive 2.0 is a Large Market Opportunity

Desktop Metal	Markforged	
$15-20M 2020E Revenue	**$70M** 2020E Revenue	**Significant scale today with connected fleet of ~10k printers**
>50% 2021E-2025E Revenue CAGR	**>50%** 2021E-2025E Revenue CAGR	**Additive 2.0 growth opportunity is clear**
(77%) 2020E Gross Margin	**+56%** 2020E Gross Margin	**Profitable growth model in place**
$6B Current Market Capitalization[1]	**$2B** Pro Forma Equity Value	**Value creation opportunity**

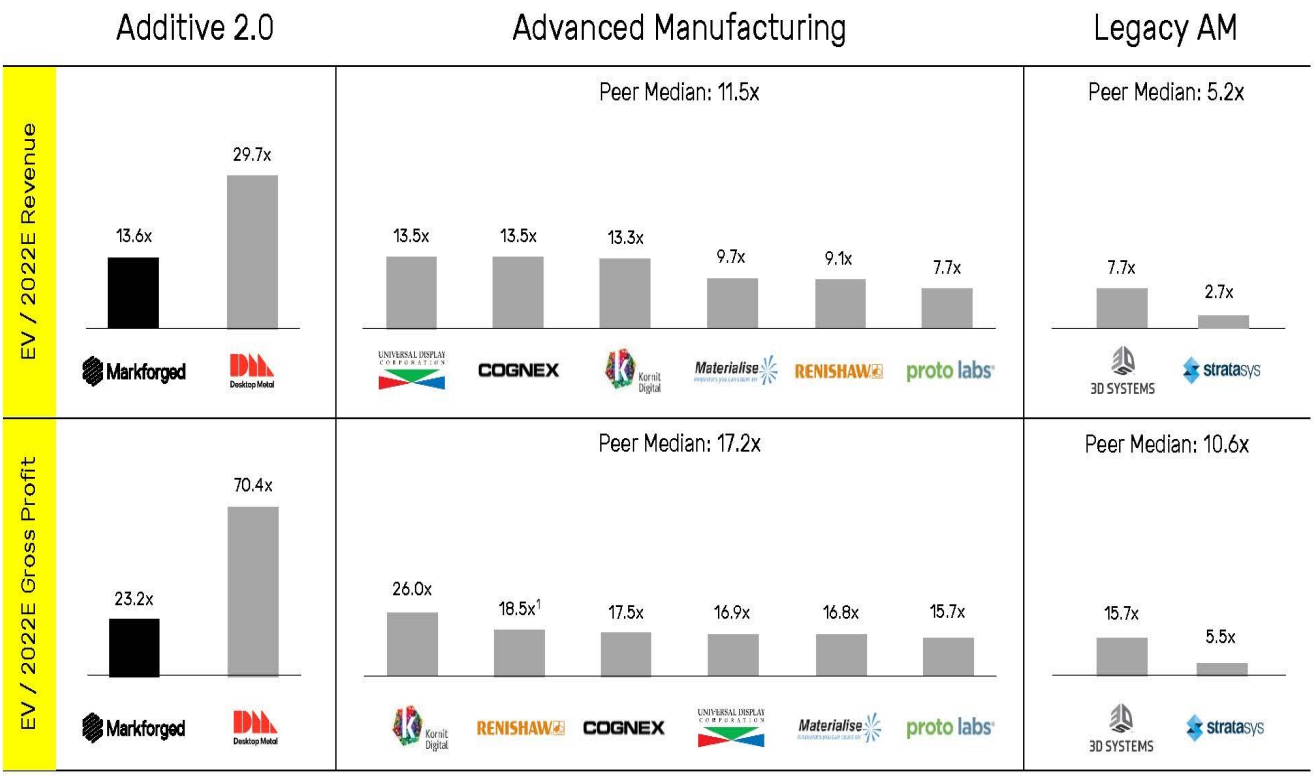
Source: Company estimates, Factset market data as of February 23, 2021, and Desktop Metal SPAC announcement presentation August 26, 2020.
Notes: Desktop Metal metrics reflect pre-Envisiontec acquisition levels (announced January 15, 2021).
(1) Reflects 246.1M pro forma shares outstanding as of Desktop Metal's August 26, 2020 SPAC announcement presentation and $22.58 share price as of February 23, 2021.

Operational Benchmarking



Source: Company information. Factset market data as of February 23, 2021. Desktop Metal SPAC announcement presentation August 26, 2020.
Notes: Desktop Metal metrics reflect pre-Envisiontec acquisition levels (announced January 15, 2021).
[1] Renishaw 2022E gross margin reflects Reuters consensus estimates.

Valuation Benchmarking



Source: Company information. Factset market data as of February 23, 2021. Desktop Metal SPAC announcement presentation August 26, 2020.
Notes: Desktop Metal metrics reflect pre-Envisiontec acquisition levels (announced January 15, 2021). Markforged enterprise value excludes shares reserved for issuance under management equity incentive plan.
[1] Renishaw 2022E gross profit reflects Reuters consensus estimates.


Markforged

Appendix

Financial Summary

(USD in millions)

	Year Ended December 31,							
	2018A	2019A	2020E	2021E	2022E	2023E	2024E	2025E
Total Revenue	**$61.7**	**$72.6**	**$70.3**	**$87.6**	**$122.5**	**$225.7**	**$397.6**	**$705.8**
Growth - %	*108.3%*	*17.7%*	*(3.1%)*	*24.5%*	*39.9%*	*84.3%*	*76.2%*	*77.5%*
Gross Profit	**$29.7**	**$36.3**	**$39.6**	**$50.7**	**$71.7**	**$133.3**	**$238.7**	**$434.1**
Margin - %	*48.1%*	*49.9%*	*56.3%*	*57.9%*	*58.6%*	*59.1%*	*60.0%*	*61.5%*
EBIT[1]	**($12.8)**	**($29.2)**	**($15.6)**	**($42.0)**	**($45.1)**	**($23.8)**	**$29.7**	**$156.0**
Margin - %	*(20.7%)*	*(40.3%)*	*(22.1%)*	*(48.0%)*	*(36.9%)*	*(10.5%)*	*7.5%*	*22.1%*
Adj. EBITDA[1]	**($11.6)**	**($27.0)**	**($11.6)**	**($36.6)**	**($37.9)**	**($14.2)**	**$42.2**	**$171.9**
Margin - %	*(18.8%)*	*(37.1%)*	*(16.5%)*	*(41.7%)*	*(30.9%)*	*(6.3%)*	*10.6%*	*24.4%*

Source: Management projections.

[1] Excludes $0.6M, $1.0M, and $7.6M of non-recurring costs across 2019A, 2020E, and 2021E, respectively, related to litigation and audit, legal and other costs associated with the transaction. Additionally, no ongoing public company costs are assumed. Adj. EBITDA is adjusted for stock-based compensation. Please reference slide 46 "Reconciliation of Non-GAAP Financials" for information regarding the non-GAAP measures.

Reconciliation of Non-GAAP Financials

Adj. EBITDA[1]

(USD in millions)

	Year Ended December 31,							
	2018A	2019A	2020E	2021E	2022E	2023E	2024E	2025E
Operating income (loss)	($12.8)	($29.2)	($15.6)	($42.0)	($45.1)	($23.8)	$29.7	$156.0
Depreciation & amoritization	0.7	1.4	1.8	1.7	2.6	3.3	4.2	4.8
Stock-based compensation	0.6	0.9	2.1	3.7	4.7	6.3	8.4	11.1
Adjusted EBITDA[1]	**($11.6)**	**($27.0)**	**($11.6)**	**($36.6)**	**($37.9)**	**($14.2)**	**$42.2**	**$171.9**

Free Cash Flow[1,2]

(USD in millions)

	Year Ended December 31,							
	2018A	2019A	2020E	2021E	2022E	2023E	2024E	2025E
Cash Flow from Operations	($17.6)	($30.7)	($8.7)	($44.7)	($46.4)	($29.7)	$12.7	$116.2
Capital Expenditures	(1.7)	(4.7)	(0.6)	(2.0)	(6.8)	(7.6)	(4.2)	(5.6)
Free Cash Flow[1,2]	**($19.3)**	**($35.3)**	**($9.3)**	**($46.7)**	**($53.2)**	**($37.4)**	**$8.5**	**$110.6**

Source: Management projections.

[1] Excludes $0.6M, $1.0M, and $7.6M of non-recurring costs across 2019A, 2020E, and 2021E, respectively, related to litigation and audit, legal and other costs associated with the transaction. Additionally, no ongoing public company costs are assumed.

[2] Includes change in restricted cash and other long-term liabilities across 2018A - 2021E.

Markforged Invented Continuous Fiber Reinforcement

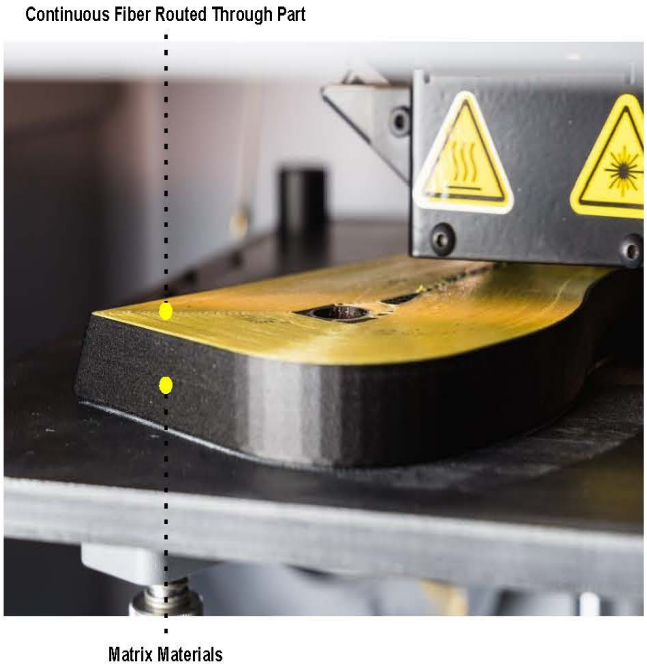
Continuous Fiber Reinforcement

Markforged proprietary additive manufacturing process – Continuous Fiber Reinforcement (CFR)

Adds continuous strands of fiber material to a part, to achieve metal-strength properties at a fraction of the weight

Process allows for flexibility of fiber type and location of fiber layers to achieve maximum control over part behavior

The power of CFR comes from the continuity of the strands. Our patented CFR strands can absorb and distribute loads across their entire length



Metal X Makes Complex Parts Simple

- Commercially Viable Metal Printing Sub $100k
- Broad range of metals for simple and accessible production
- Accessible method to print Inconel 625 nickel-based superalloy and Pure Copper
- Unlocking highest-value applications to date including weld shanks and high-temp tooling

Automotive Welding Shank

Traditional Part Markforged Part


Key Risk
Factors

Key Risk Factors

- Markforged is an early-stage company with a history of losses. The Company has not been profitable historically and may not achieve or maintain profitability in the future.
- Markforged's limited operating history and rapid growth makes evaluating its current business and future prospects difficult and may increase the risk of your investment.
- The additive manufacturing industry in which Markforged operates is characterized by rapid technological change, which requires the Company to continue to develop new products and innovations to meet constantly evolving customer demands and which could adversely affect market adoption of its products. Moreover, the additive manufacturing industry is competitive and Markforged may face increasing competition in many aspects of its business, including from market incumbents and companies that are better capitalized than Markforged.
- Markforged may experience significant delays in the design, production and launch of its additive manufacturing solutions, and it may be unable to successfully commercialize products on its planned timelines. Additionally, Markforged relies on a limited number of third-party logistics providers for shipment and distribution of its products to customers, and their failure to perform effectively would adversely affect its business.
- Markforged depends on its network of value added resellers and its business could be adversely affected if they do not perform as expected. Markforged may not be able to sustain or develop new reseller relationships, and a reduction or delay in sales could hurt its business.
- Markforged may be unable to consistently manufacture its products to the necessary specifications or in quantities necessary to meet demand at an acceptable cost or at an acceptable performance level. As manufacturing continues to scale, the Company will become exposed to accompanying risks and liabilities.
- Markforged's business model is predicated, in part, on expanding recurring revenues through the sale of its consumables and service contracts. If that recurring stream of revenues does not develop as expected, or if its business model changes as the industry evolves, its operating results may be adversely affected.
- Markforged depend on a limited number of third-party contract manufacturers and its one production location for substantially all of its manufacturing needs. Similarly, it relies on a limited number of suppliers, some of which are single source suppliers of certain materials. If Markforged's facility, or any of its third-party manufacturers or suppliers experience any delay, disruption or quality control problems in their operations, including due to the COVID-19 pandemic, the Company could lose market share and its brand may suffer. If any of Markforged's third-party manufacturers and suppliers become unavailable or inadequate, the Company could have difficulty replacing them. Any interruption in production could adversely affect Markforged's customer relationships, results of operations and financial condition.
- Markforged relies on its information technology systems to manage numerous aspects of its business and operation of its printers and a disruption of these systems could adversely affect Markforged's business. Breaches of laws and regulations concerning data protection and privacy could expose Markforged to significant fines and other penalties. Additionally, any unauthorized control or manipulation of Markforged's products' systems could result in loss of confidence in the Company and its products and harm its business.

Key Risk Factors (Cont'd)

- If Markforged is unable to adequately protect or enforce its intellectual property rights or obtain and maintain patent protection for its technology and products or if the scope of the patent protection obtained is not sufficiently broad, such information may be used by others to compete against the Company, in particular in developing consumables that could be used with Markforged's printing systems in place of its proprietary consumables.

- Markforged's existing and planned global operations subject the Company to a variety of risks and uncertainties that could adversely affect its business and operating results. Markforged's business is subject to risks associated with selling additive manufacturing machines and other products, some of which may be subject to heightened export controls, in non-United States locations.

- A significant portion of Markforged's business depends on sales to the public sector, and the Company's failure to receive and maintain government contracts on favorable terms or changes in the contracting or fiscal policies of the public sector could have a material adverse effect on the Company's business. Some of Markforged's products may be subject to governmental export regulations, which may limit the markets in which the Company can sell some of its products and the breach of which would expose the Company to liability.

- Markforged is, and has been in the recent past, subject to litigation. The Company could be subject to intellectual property, personal injury, property damage, product liability, warranty and other claims involving allegedly defective products that it supplies.

- Markforged could face liability if its additive manufacturing solutions are used by its customers to print dangerous objects, or if third parties produce or sell counterfeit or imitation versions of its consumables.

- The global COVID-19 pandemic has significantly affected Markforged's business and operations. Uncertainty regarding purchasing by customers, the measures taken by U.S. federal, state and local governments as well as foreign nations in response to the pandemic may continue to materially impact the Company's business and future results of operation and financial condition.

- Markforged's management team has limited experience managing a public company. Further, failure to achieve and maintain effective internal controls over financial reporting in accordance with Section 404 of SOX could impair the Company's ability to produce timely and accurate financial statements or comply with applicable regulations and have a material adverse effect on its business. Additionally, the Company will incur increased costs and become subject to additional regulations and requirements as a public company, which could impair its profitability, make it more difficult to run its business or divert management's attention from its business.


Markforged

***one* and Markforged Merger Announcement**
Conference Call Script February 24, 2021

Operator

Good morning ladies and gentlemen. Welcome to the Markforged and *one* Conference Call. We appreciate everyone joining us today. The information discussed today is qualified in its entirety by the information contained in the Form 8-K, including the exhibits thereto, that is being filed by one, today with the SEC, which may be accessed on the SEC's website at www.sec.gov. In conjunction with today's discussion we will be referring to an investor presentation, a copy of which is being filed as Exhibit 99.2 to the aforementioned Form 8-K.

You are encouraged to follow along and carefully review the disclaimers included therein. Please note that this call has been prerecorded and so a Q&A session will not be conducted as part of today's presentation. Before we begin, I would like to note that this call may contain forward-looking statements, including one and Markforged expectations of future financial and business performance and conditions, the industry outlook and the timing and completion of the transaction.

Forward-looking statements are inherently subject to risks, uncertainties and assumptions, and they are not guarantees of performance. You are encouraged to read the Form 8-K and the accompanying press release and investor presentation, as well as *one* other filings with the SEC for a discussion of the risks that can affect the business combination and the business of Markforged after completion of the proposed transaction.

Hosting today's call is Kevin Hartz Co-founder of *one*. With that I will turn the call over to Kevin.

Kevin Hartz – Co-founder and CEO of *one*

Good morning and welcome everyone. I am Kevin Hartz, the co-founder of *one*, a special purpose acquisition company. We created one with the intention of investing in a company with a differentiated strategy, a clear and growing market opportunity, and an exceptional management team. I am joined today by Markforged Co-Founder Greg Mark and, President & CEO Shai Terem.

Along with my other colleagues, we have spent our careers building companies in the innovation economy. This is the lens through which we evaluated potential partner companies. For me personally, I have founded and taken public two companies, Xoom which was sold to PayPal, and Eventbrite where I remain Chairman of the Board. Subsequently, I have served as an early-stage investor and advisor to successful start-ups including PayPal, Pinterest, Uber, Airbnb, Trulia, OpenDoor, Gusto, Joby Aviation, and Newfront Insurance. These points provide context to analyzing prospective merger partners. We have a successful track record in recognizing what contributes to a successful, sustainable company: great management teams, a clear competitive advantage, and an enormous market opportunity.

After evaluating nearly 200 companies, I am particularly excited to announce our partnership with Markforged. Markforged is a US-based manufacturer of 3D printers, software and materials which is reinventing manufacturing by continuously improving and transforming the way engineers, designers and manufacturing professionals operate all over the world. Notably, we are confident Markforged fits the investment criteria I mentioned.

First, it has a visionary and hard-working management team. Greg Mark and David Benhaim, who co-founded the company, are brilliant MIT grads who have architected an elegant system of hardware and software. This is finally the answer to countless manufacturing needs in a way that is uniquely simple, cost effective and incredibly functional and reliable. The operating team is led by Shai, a digital printing technology industry veteran. In his last position as President of the Americas at Kornit, Shai led a very aggressive and successful restructuring of the region and prior to that led several operational responsibilities within Stratasys while he was the Americas VP of Finance & Operations.

Second, Markforged provides a solution for countless companies looking to improve their supply chains and solve the issue of manufacturing inefficiencies and waste. This is clearly a growing trend, especially even more so now after the global COVID 19 pandemic. For many years, additive manufacturing has promised a solution to these limitations of traditional manufacturing. Markforged has figured out how to build a platform capable of producing industrial grade end-use parts for mission critical use cases in a cost-effective and accessible way.

The Markforged opportunity is tremendous with demand across many verticals. The growth they have already demonstrated, is impressive. Since their founding in 2013, they already have an install base of approximately 10,000 active 3-D printers and generated approximately $70 million in revenue in 2020, with very attractive gross profit margins. Through 2025 we estimate the company will have more than 70,000 printers installed, driving over $700 million in annual revenue.

Finally, I want to affirm our confidence in Markforged. We truly see this additive 2.0 company as the next great opportunity. To that end, we intend to stick around for its growth and the value we believe will be created for its shareholders over time. With that I will turn the call to Greg Mark, Co-Founder & Chairman of Markforged.

Greg Mark – Markforged Co-founder

Thank you Kevin and the entire *one* team.

In order to understand what we have created with Markforged and the meaningful potential market opportunity that we are addressing, it is helpful to take a moment to understand the current state of the manufacturing industry, and more importantly, its limitations. In short, the current construct of traditional manufacturing results in tremendous overall waste. Several of the elements contributing to this waste include severe limitations to design flexibility, a shrinking skilled manufacturing workforce, and the inability to effectively respond to supply chain disruption. The net result is that approximately 20% of every dollar is wasted in traditional manufacturing.

Markforged offers a solution to each of these issues by providing an exponentially better way to produce industrial strength parts using a wide range of proprietary materials to address a broad range of applications. Our additive manufacturing platform is simple to use, robust, smart and provides a high and tangible customer ROI. Our 3D printers give our customers the best of both worlds - the strength of the high end printer, and the ease of use and accessibility of a desktop machine.

The combination of our software, printers and materials is what truly differentiates Markforged. The design of our machines is simple, yet allows for highly customizable applications. It can be used by anyone from a high school student, to a fortune 100 manufacturing company, to an aerospace engineer. It is highly designed with nothing in excess, which results in both best in class reliability in 3D printing as well as very attractive margins for a hardware product.

Our products are software driven and we are continually updating to drive faster innovation and speed. Our large fleet of connected printers in the field generate data to power our AI-learning algorithms that make our printers smarter with each part that they print. We push over-the-air updates to customers and allow them to continually benefit from our improvements such as faster printing speeds and reduction in the gas needed to power our metal sintering furnaces. Additionally, we offer a wide range of options when it comes to materials, allowing customers to replace traditionally manufactured steel and aluminum end-use parts. These include proprietary, exceptionally-strong and lightweight Continuous Fiber Reinforcement (CFR) composites and easy-to-print metals. Furthermore, we have robust intellectual property in a variety of metals and continuous fibers with over 170 patents issued and pending.

Our goal is to provide a simple, cost effective, yet reliable solution to manufacture mission critical parts. This need became even more evident as the global pandemic created a macroeconomic supply chain shock. Markforged is helping companies build resilient supply chains today.

I would now like to introduce Shai, our President & CEO who will continue to discuss our go-to-market strategy, growth opportunity and financial performance overview.

Shai Terem – Markforged President & CEO

Thank you Greg. I joined Markforged approximately a year and a half ago, having been in the digital printing industry for a number of years and worked for other industry leading companies like Kornit and Stratasys. The differentiated approach and technologies that Greg just discussed are what compelled me to join. Markforged is not another prototyping company. Our customers use our solutions today to replace steel and aluminum end use parts and optimize their supply chains and product capabilities. Markforged has a clear path to scalable and profitable growth, fueled by a strong global distribution partner network covering over 70 countries, compelling gross margins and strong, expanding unit economics and a growing stream of recurring revenue.

In terms of go-to-market strategy, we have partnerships with more than 100 certified channel partners with global coverage. Our customers include blue-chip companies, including leading aerospace, automotive and major US Armed Forces branches. Most of the parts they create on the Markforged platform are for mission critical and demanding applications, in which our customers cannot take the risk of part failure if it is on the manufacturing floor, the battle field or space.

We preserve our price integrity by focusing on mission critical parts, while at the same time provide customers with cost and time efficiencies. Markforged reduces production time to a couple of days for applications which take several weeks or months to produce using traditional methods. In terms of cost savings, parts that cost in the range a few hundred to more than 10,000 dollars to produce using traditional methods, would cost customers between ten and a few hundred dollars using the Markforged platform. Given that level of savings that they realize, we are able to maintain a healthy margin on our materials. The Company has printed more than ten million parts, solving problems across the entire product development lifecycle from R&D to MRO (maintenance, repair and operations).

Our strategy is to achieve balanced growth between acquiring new accounts and expansion of existing accounts. Today, we have about 10,000 happy customers and we see a clear path to exceed 70,000 manufacturing facilities in 2025. With relevant applications across automation, aerospace, military and defense, space exploration, healthcare and medical, and automotive industries, we lead into a projected a total addressable market of more than $118 billion by 2029. Our current growth is comprised of both new customers and expansion with existing accounts. Today, we already see about 30% of our revenue generated through a stream of recurring revenue consisting primarily of consumables, service and software.

In terms of financial performance, in 2020 we generated approximately $70 million of revenues, having realized a 70% CAGR since 2015. As we continue to innovate and execute on our vision, we project revenues of approximately $700 million in 2025.

Due to the intentional design of the printers that Greg discussed, the proprietary nature of our materials and the critical applications for our customers, we enjoy attractive gross margins. In 2020 we realized approximately 56% gross margins, and through increased scale and operating leverage expect margin expansion to approximate 62% in 2025.

Finally, we project achieving profitability in four years. Our business is extremely capital efficient, and we achieved our current level of sales having used only approximately $80 million of the capital invested. We anticipate that the next three years will continue to be a net investment period, as we continue to scale and invest in future product development, and then expect to meaningfully benefit from operational leverage in later years.

In summary, Markforged solves a real problem for thousands of current and potential customers. We have the right team and the right product, a proven operating model with a strong track record of revenue growth since inception, attractive gross margins, and compelling unit economics providing a clear path to profitability over the next several years. We believe that Markforged is poised to capture considerable share of market over time with our differentiated approach. With that, we thank you for your time and look forward to speaking with you in the future.

Important Information and Where to Find It

A full description of the terms of the transaction will be provided in a registration statement on Form S-4 to be filed with the SEC by*one* that will include a prospectus with respect to the combined company's securities to be issued in connection with the business combination and a proxy statement with respect to the shareholder meeting of *one* to vote on the business combination. *one* urges its investors, shareholders and other interested persons to read, when available, the preliminary proxy statement/ prospectus as well as other documents filed with the SEC because these documents will contain important information about *one*, Markforged and the transaction. After the registration statement is declared effective, the definitive proxy statement/prospectus to be included in the registration statement will be mailed to shareholders of *one* as of a record date to be established for voting on the proposed business combination. Once available, shareholders will also be able to obtain a copy of the S-4, including the proxy statement/prospectus, and other documents filed with the SEC without charge, by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. The preliminary and definitive proxy statement/prospectus to be included in the registration statement, once available, can also be obtained, without charge, at the SEC's website (www.sec.gov).

Participants in the Solicitation

one and Markforged and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the potential transaction described in this document under the rules of the SEC. Information about the directors and executive officers of *one* is set forth in*one*'s final prospectus filed with the SEC pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the "Securities Act"), on August 19, 2020 and is available free of charge at the SEC's web site at www.sec.gov or by directing a request to: *one*, 16 Funston Avenue, Suite A, The Presidio of San Francisco, San Francisco, California 94129, Attention: Secretary. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the *one* shareholders in connection with the potential transaction will be set forth in the registration statement containing the preliminary proxy statement/prospectus when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

Non-Solicitation

This document is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the potential transaction and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of *one*, the combined company or Markforged, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

Special Note Regarding Forward-Looking Statements

This document contains forward-looking statements that are based on beliefs and assumptions and on information currently available. In some cases, you can identify forward-looking statements by the following words: "may," "will," "could," "would," "should," "expect," "intend," "plan," "anticipate," "believe," "estimate," "predict," "project," "potential," "continue," "ongoing" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this document, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements in this document include, but are not limited to, statements regarding the proposed business combination, including the timing and structure of the transaction, the expected new investors in the combined company, assumptions relating to redemptions, the expected proceeds of the transaction and the anticipated uses of those proceeds, the equity value, cash position and initial market capitalization of the combined company, the benefits of the transaction, the expected ownership of current Markforged shareholders following the closing of the transaction, as well as statements about the expected growth of the additive manufacturing industry, the combined company's competitive position in the industry, the anticipated growth of the combined company, the increased adoption of its products, and the expected benefits of product innovation. We cannot assure you that the forward-looking statements in this document will prove to be accurate. These forward looking statements are subject to a number of risks and uncertainties, including, among others, general economic, political and business conditions; the inability of the parties to consummate the business combination or the occurrence of any event, change or other circumstances that could give rise to the termination of the business combination agreement; the outcome of any legal proceedings that may be instituted against the parties following the announcement of the business combination; the risk that the approval of the shareholders of one for the potential transaction is not obtained; failure to realize the anticipated benefits of the business combination, including as a result of a delay in consummating the potential transaction; the risk that the business combination disrupts current plans and operations as a result of the announcement and consummation of the business combination; the ability of the combined company to grow and manage growth profitably and retain its key employees; the amount of redemption requests made by one's shareholders; the inability to obtain or maintain the listing of the combined company's securities following the business combination; costs related to the business combination; and those factors discussed under the header "Risk Factors" in the registration statement on Form S-4 to be filed by one with the SEC and those included under the header "Risk Factors" in the final prospectus of one related to its initial public offering. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. The forward-looking statements in this document represent our views as of the date of this document. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this document.