

UNMIND LTD (COMPANY NO. 10310694)

(the "Company")

RESOLUTIONS IN WRITING BY THE DIRECTORS

We, the undersigned, being all of the directors of the Company (the "**Directors**"), hereby unanimously consent and agree to the adoption of the following resolutions pursuant to the Company's articles of association (the "**Articles**"):

1. PURPOSE OF RESOLUTIONS

The purpose of these resolutions is to approve certain matters relating to a proposed equity fundraising by the Company (the "**Fundraising**"), including:

a) the proposed allotment of and issuance of up to 1,897,883 series B preferred shares of £0.000001 each in the capital of the Company (the "**Series B Shares**"), of which:

a. up to 1,858,024 Series B Shares (the "**New Shares**") are to be allotted and issued to the persons set out in column 1 of the table in clause 3.1 (the "**First Subscribers**"); and

b. the balance may be allotted and issued to one or more Additional Investors (as defined in the SA) as determined by the Company,

in each case at a price per share of \$18.4416, pursuant to a subscription agreement to be entered into on or around the date hereof between (1) the First Subscribers, (2) the Founders (as described therein), (3) the Prospective Purchasers (as defined therein) and (4) the Company, a draft of which is appended to these resolutions (the "**SA**");

b) the proposed increase of the number of ordinary shares of £0.000001 each in the capital of the Company ("**Ordinary Shares**") over which options may be granted by the Board (as defined in the SHA) pursuant to the Company's share option plan dated 3 November 2017 ("**Share Option Plan**") by a further 447,347 Ordinary Shares resulting in a total option pool available to the Company of 1,948,651 Ordinary Shares (the "**Option Pool Increase**");

c) the proposed transfer of up to 637,927 shares in the capital of the Company (the "**Secondary Shares**") from certain existing shareholders of the Company to certain buyers pursuant to one or more share purchase agreements to be entered into between such parties (the "**Secondary Sale**" and each such transfer being a "**Share Transfer**");

- d) subject to a Share Transfer taking place, the proposed conversion of the relevant number of Secondary Shares into an equivalent number of Series B Shares (the “**Series B Share Conversion**”);
- e) the proposed entry by the Company into an amended and restated shareholders’ agreement on or around the date hereof, a draft of which is appended to these resolutions (the “**SHA**”);
- f) the proposed adoption of new articles of association of the Company (the “**New Articles**”), a draft of which is appended to these resolutions;
- g) the proposed entry by the Company into a disclosure letter containing disclosures against the warranties given by the Company in the SA (the “**Disclosure Letter**”), a draft of which is appended to these resolutions;
- h) the entry into a management rights letter with Sapphire Ventures Fund V, LP and Sapphire Fund Investments II Holdings, LLC (the “**Management Rights Letter**”); and
- i) the proposed appointment of Alastair Mitchell as a director of the Company with effect from Completion (as defined in the SA).

2. **DIRECTORS INTERESTS**

- 2.1. In accordance with sections 177-185 of the Companies Act 2006 (the “**Act**”) and the Articles, it was noted that Nick Taylor and Michael Whitfield had each formally declared their interest in the Fundraising and the matters proposed to be considered by virtue of the fact that they are existing shareholders in the Company and in relation to Nick Taylor only as a seller in the Secondary Sale and Antoine Nussenbaum and Thies Sander had each formally declared their interest in the Fundraising and the matters proposed to be considered by virtue of the fact that they are a director appointed by Project A and Felix respectively each of whom are buyers in the Secondary Sale.
- 2.2. By signing these resolutions, each Director confirms that he understands that he needs to comply with his duty to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, unless authorised either by the Articles or in one of the other ways permitted by the Act.

3. **INVESTMENT**

- 3.1. It is proposed that, pursuant to the terms of the SA, the First Subscribers will subscribe for the following number of Series B Shares for the following subscription amounts:

(1)	(2)	(3)
Subscriber	No. of Series B Shares	Total subscription monies (USD)
EQT Ventures II Investments S.à r.l.	1,256,404	23,170,100.01
Sapphire Ventures Fund V, LP	580,133	10,698,580.73
Sapphire Fund Investments II Holdings, LLC	21,487	396,254.66
TOTAL	1,858,024	34264935.40

- 3.2. It is noted that the SA also authorises the Company to, within 60 days from the date of the SA, to issue and allot up to 39,859 Series B Shares (the “**Additional Shares**”), free of any pre-emption rights, to one or more Additional Investors (as defined in the SA) at one or more additional completions by way of each such Additional Investor delivering a duly executed Subscription Deed (as defined in the SA) to the Company.
- 3.3. In considering the terms of the SA, it was further noted that:
- a) the Company and the Founders would be required to give warranties in the form set out in clause 6 and schedule 4 of the SA to the Investors (as defined therein) on the date of the SA (the “**Warranties**”);
 - b) notice of any claim against the Warranties must be received by the Warrantors (as defined in the SA) by no later than the date falling 18 months after the date of the SA; and
 - c) the total liability for any and all Claims (as defined therein) is limited to:
 - a. in the case of the Company, an amount equal to the aggregate amount subscribed by the Investors (as defined in the SA) pursuant to this agreement together with the proper and reasonable costs of recovery in respect of any Claim incurred by or on behalf of the Investors; and
 - b. in the case of each Founder, 1x the annual gross salary of that Founder as at the date of the SA.

- 3.4. It is noted that, following a disclosure exercise by the Warrantors, the Disclosure Letter set out a number of disclosures against the Warranties, qualifying them to the extent such disclosures meet the requirement for disclosure set out in the SA.

4. **SECONDARY SALE**

- 4.1. It is noted that certain shareholders of the Company wish to transfer up to 637,927 shares in the capital of the Company pursuant to one or more sale and purchase agreements to be entered into on or around the date of these resolutions.
- 4.2. A copy of the share purchase agreement to be entered into between each of (i) MNL Nominees (True Capital) Ltd (the “**Seller**”) and (ii) Sapphire Ventures Fund V, LP and Sapphire Fund Investments II Holdings, LLC (together the “**Buyers**”) pursuant to which the Seller shall sell in aggregate 157,534 ordinary shares in the capital of the Company to the Buyers. It was noted that the balance of the Secondary Shares shall be sold by certain shareholders of the Company to certain other buyers identified following Completion (as defined in the SA).
- 4.3. It is further noted that immediately following but conditional on completion of a transfer of Sale Shares taking place and the Buyers being registered as the holders of the relevant Sale Shares in the Company’s register of members and subject to the passing of the Written Resolutions (as defined below), the relevant Sale Shares so transferred shall be automatically converted into Series B Shares on the basis of one Series B Share for each Sale Share transferred.
- 4.4. Subject to the New Articles being adopted, the Secondary Shares may be transferred free of any pre-emption rights pursuant to Article 16.12 of the New Articles.

5. **DOCUMENTS**

Copies of the following draft documents are appended to these resolutions:

- a) a set of written resolutions by the shareholders of the Company resolving to (i) grant the Directors the authority to issue the New Shares, the Additional Shares and/or Ordinary Shares in accordance with the Option Pool Increase, (ii) approve the Series B Share Conversion, (iii) adopt the New Articles, and (iv) waive any and all pre-emption rights in respect of the issue and allotment of the New Shares and/or Additional Shares and/or Ordinary Shares in connection with the Option Pool Increase (the “**Written Resolutions**”);

- b) a draft consent by the Investor Majority (as defined in the existing shareholders' agreement relating to the Company (the "**Existing Shareholders' Agreement**") approving certain matters relating to the Fundraising (the "**Investor Consent**");
- c) the SA;
- d) the Shareholders' Agreement;
- e) the Disclosure Letter;
- f) the New Articles; and
- g) the Management Rights Letter.

6. **DIRECTOR RESOLUTIONS**

- 6.1. It is noted that pursuant to clauses 6.1 and 6.2 and Part 2 of Schedule 3, Investor Director Consent (as defined in the Existing Shareholders' Agreement) is required to appoint a director of the Company. It is noted that in relation to the Fundraising, it is intended that Alastair Mitchell be appointed as a director of the Company. It is further noted that Antoine Nussenbaum and Thies Sander are currently acting as the Series Seed Plus Director and the Series A Director respectively (as each such term is defined in the Existing Shareholders' Agreement) (together the "**Investor Directors**"). By signing and returning these resolutions, each of the Investor Directors hereby **UNCONDITIONALLY AND IRREVOCABLY** approve and consent to the appointment of Alastair Mitchell as a director of the Company.
- 6.2. It is noted that in considering whether the Company should proceed with the actions set out in these resolutions, the Directors are required to comply with their general duties to the Company. These include a duty to act in a way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole.
- 6.3. By signing the below, the Directors hereby confirm that, after due and careful consideration of the matters set out in these resolutions and those referred to in section 172(1) of the Act, **IT IS RESOLVED** that:
 - (a) it is in the best interests of the Company to proceed with the Fundraising and the matters set out in these resolutions, including, (i) the allotment of the New Shares and the Additional Shares, (ii) the Secondary Sale, (iii) the Series B Share Conversion, (iv) the entry into the Documents, (v) the circulation of the Written Resolutions and the Investor Consent, (vi) the

adoption of the New Articles, and (vii) the appointment of Alastair Mitchell as a director of the Company with effect from Completion (as defined in the SA) and that these matters be and are hereby approved;

- (b) the Written Resolutions and the Investor Consent be circulated to the eligible members of the Company entitled to receive them;
- (c) subject to receipt by the Company of the duly passed Written Resolutions and the executed Investor Consent, the New Articles be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Articles;
- (d) the Documents be executed on behalf of the Company whether as a contract, deed or otherwise, and subject to any amendments as any Director executing on behalf of the Company thinks fit;
- (e) subject to (i) the Written Resolutions being duly passed, (ii) receipt of the duly signed Investor Consent and (iii) receipt by the Company of the subscription monies set out against a First Subscriber's name in clause 3.1, such First Subscriber be issued the New Shares set out opposite their name in clause 3.1, the Company shall enter such First Subscriber in the register of members and a share certificate in respect of the New Shares issued to such First Subscriber be executed and delivered to them;
- (f) on receipt of a duly signed Subscription Deed (as defined in the SA), a duly signed deed of adherence in accordance with the Shareholders' Agreement and the relevant subscription monies, the Company shall issue such number of Additional Subscription Shares to such Additional Investor as agreed by the Board and applied for by such Additional Investor;
- (g) subject to receipt of a signed and dated stock transfer form and a deed of adherence in accordance with the Shareholders' Agreement in relation to any buyer who is a new shareholder, the Company shall approve the transfer of the relevant number of Sale Shares, shall register such buyer in the register of members in relation to such transfer and shall sign and deliver a share certificate in relation to such Sale Shares to the buyer;
- (h) subject to the Written Resolutions being passed, immediately following but conditional on completion of a transfer of Sale Shares, the conversion of such Sale Shares into Series B Shares be and is hereby approved;
- (i) any Director is hereby authorised to do all such acts and things and agree on behalf of the Company all such other documents, certificates or notices as may be required in order to

enter into the Documents, and give effect to the transactions contemplated by the Documents, the Fundraising, the Secondary Sale and/or the matters set out in these resolutions;

- (j) Alastair Mitchell be appointed as a director of the Company with effect from Completion (as defined in the SA); and
- (k) all necessary and appropriate entries be made in the books and registers of the Company and the necessary forms and documents be filed at Companies House.

The date of the resolutions shall be the date of the last signature and shall be valid notwithstanding that this document is signed in separate counterparts and/or on different dates.

DocuSigned by:
Antoine Nussenbaum
BECF7FFA4021499.....
ANTOINE BENJAMIN NUSSENBAUM

30 April 2021

DocuSigned by:
Thies Sander
E08F324867B0424.....
THIES SANDER

30 April 2021

DocuSigned by:
Nick Taylor
EB871E32C994461.....
NICK TAYLOR

30 April 2021

DocuSigned by:
Michael Whitfield
11A43965EBEE423.....
MICHAEL WHITFIELD

30 April 2021

ANNEX