

Code of Conduct and Ethics

VAM Investments SPAC B.V. (the “Company”)

1 Introduction

1.1 This document includes:

1.1.1 the Company’s code of conduct and ethics, adopted pursuant to the Dutch Corporate Governance Code and consisting of the principal business, ethical, moral and legal standards which the Company and all Employees are expected to observe (the “**Code**”);

1.1.2 the Company’s related party transaction policy (the “**RPT Policy**”); and

1.1.3 the Company’s whistleblowing policy (the “**Whistleblowing Policy**”).

1.2 The Code, the RPT Policy and the Whistleblowing Policy contained in this document (the “**Policy**”) have been adopted by the Board on 20 July 2021 and this Policy shall be posted on the Company’s website.

1.3 A list of defined terms used in this Policy and certain interpretation provisions is attached as Annex 1.

2 General Principles

2.1 The Company’s main purpose is entering into a Business Combination. The Company will not engage in any operations, other than in connection with the selection, structuring and completion of the Business Combination.

2.2 The Company is committed to conduct its purpose in accordance with the highest business, ethical, moral and legal standards, in good faith, with due care and in the best interests of the Company and its stakeholders, and the Company seeks similar standards in any legal entity it would pursue to enter into a Business Combination with.

2.3 This Policy is not intended to be exhaustive and cannot address every possible situation that may arise, but the Company and each Employee is expected to act at all times to uphold the letter and spirit of this Policy, with honesty, integrity and fairness.

2.4 The Company shall comply with the applicable laws and regulations. Each Employee is expected to familiarise him- or herself with these laws and regulations, to the extent relevant and appropriate in relation to the performance of his or her activities for the Company.

2.5 Compliance with this Policy is not only the responsibility of the Company, but also of each Employee, and each of them is expected to actively support the values and principles set out herein.

2.6 It is the responsibility of all Employees to regularly review and refresh their knowledge and understanding of this Policy. Employees may be asked to sign a written acknowledgement of their understanding of, and agreement to abide by, this Policy.

2.7 Failure to observe this Policy may not only result in legal difficulties for the Company, but could also give rise to legal and/or disciplinary action against the Employee concerned, including dismissal. Depending on the nature of the non-compliance, failure to observe this Policy may be reported to the appropriate authorities.

- 2.8** If an Employee has any questions concerning the application or interpretation of this Policy, he or she should seek the advice of the Compliance Officer, who may consult with the appropriate level of management.

3 Fair Dealing, Discrimination and Harassment

- 3.1** Employees and Officers are expected to deal fairly and respectfully with the Company's business partners, competitors, and with each other.
- 3.2** The Company is committed to the principles of non-discrimination, respect for human rights and individual freedoms. Harassment, which includes unwanted sexual advances, subtle or overt pressure for sexual favours, badgering, innuendos and offensive propositions, are not tolerated.
- 3.3** Employees:
- 3.3.1** shall maintain a work environment where personal dignity of the individual is respected;
 - 3.3.2** shall not discriminate or harass on the basis of race, gender, culture, appearance, national origin, religious belief, sexual preference or on the basis of any other personal characteristics;
 - 3.3.3** shall not engage in coercion or intimidation in the workplace; and
 - 3.3.4** shall not knowingly work with companies or organisations that use forced or child labour.

4 Workplace Health and Safety

- 4.1** The Company is committed to protect and promote the health, safety and security of its Employees.
- 4.2** Without prejudice to any requirements under applicable laws and regulations, Employees shall endeavour to participate in health and safety training activities to the extent relevant and appropriate in relation to the performance of their activities for the Company.
- 4.3** If an Employee becomes aware of a health or safety incident, or reasonably suspects a health and safety risk, he or she shall report this promptly to the Compliance Officer, who shall consult with the appropriate level of management.
- 4.4** It is forbidden to illegally possess or consume drugs while performing activities for the Company. Employees may not be impaired by drugs or alcohol during work.

5 Environment

- 5.1** The Company is committed to protect the environment by preventing and minimising, to the extent possible and practicable, the environmental impact of its activities.
- 5.2** The Company also expects all Employees to take individual responsibility in protecting the environment while performing their activities for the Company.
- 5.3** If an Employee becomes aware of, or reasonably suspects, any violation of environmental law, or the taking of any action that is aimed at concealing such a violation, he or she shall promptly report the matter to the Compliance Officer, who shall consult with the appropriate level of management. If the Compliance Officer is the culprit (or alleged culprit) of the

violation or concealment concerned, the Employee may report the matter directly to the appropriate level of management.

6 Competition and Antitrust Matters

6.1 Many jurisdictions have competition and antitrust laws and regulations which are designed to ensure that competition is fair and honest. Such laws and regulations typically prohibit agreements and actions among competitors that affect competitive conditions of trade and other practices that restrict fair and honest competition.

6.2 To support fair and honest competition, Employees:

6.2.1 shall not knowingly enter into an agreement or tacit understanding with competitors of the Company which would illegally restrict fair and honest competition;

6.2.2 shall practise great reticence when discussing competitive issues relating to the Company's activities and strategies regarding the selection, structuring and completion of a Business Combination, except to the extent that such information is publicly available other than by way of unauthorised disclosure;

6.2.3 shall limit communications, when participating in events involving competitors, to communications required for Company activities;

6.2.4 shall not knowingly use market power or market information in a way that may restrict fair and honest competition; and

6.2.5 shall not engage in unfair or deceptive acts or practices.

7 Bribery and Money Laundering

7.1 Employees shall not participate in any form of illegal bribery or money laundering.

7.2 Employees are expected not to offer, promise, give or accept any item with economic value (including financial and non-financial advantages, promotional premiums and discounts, gifts, travel, meals, entertainment, favours or services) to or from any individual outside the Company, including in particular any Government Official or any family member of a Government Official, with the intention of illegally influencing such individual such that the Employee concerned may obtain or retain a personal opportunity or advantage or a business opportunity or advantage for the Company.

8 Record Keeping

8.1 Employees shall ensure that all books, records and data carriers of the Company are retained, presented and disposed of in accordance with applicable laws and regulations. Employees shall never falsify, alter, destroy or conceal any such books, records or data carriers in order to impair the integrity or availability thereof in an illegal manner.

8.2 Financial transactions carried out by the Company shall be recorded properly, accurately and fairly, in the correct accounts and within the relevant accounting period, all with due observance of applicable laws, regulations and accounting policies.

9 Confidential Information

- 9.1** Confidential information relating to the Company or any legal entity the Company considers to enter into a Business Combination with, shall not be used for personal gain or for purposes other than performing activities for the Company as an Employee.
- 9.2** To protect confidential information relating to the Company, Employees:
- 9.2.1** shall not discuss confidential information in places where it is likely to be overheard by someone outside the Company;
 - 9.2.2** shall strictly limit conversations involving confidential information to business settings;
 - 9.2.3** shall not disclose or use confidential information for personal gain;
 - 9.2.4** shall not leave papers or other data carriers containing confidential information in public places or in places where such information might be read or discovered by someone outside the Company; and
 - 9.2.5** shall exert their best efforts to avoid inadvertent disclosure of confidential information.
- 9.3** Employees shall promptly inform the Compliance Officer upon becoming aware that confidential information relating to the Company has been wrongly obtained by someone outside the Company, or if such information has been misplaced, mishandled or improperly disclosed.
- 9.4** For purposes of this Article 9, “confidential information” includes non-public information that, if improperly disclosed, could be useful to competitors of and/or harmful to the Company, its business partners or other stakeholders, or that is material to a reasonable investor’s decision to buy or sell the Company’s securities or securities of its business partners. For example, non-public information relating to the Company which includes or describes earnings, forecasts, business plans and strategies, significant restructurings, potential Business Combinations, research, significant management changes, auditor reports, and events regarding the Company’s securities would generally all qualify as “confidential information”.
- 9.5** The provisions of this Article 9 apply *mutatis mutandis* to others than Employees, including but not limited to advisers of the Company. The process of distributing any confidential information relating to the Company or any legal entity the Company considers to enter into a Business Combination with to these others, shall be coordinated by the Compliance Officer.

10 Company Property and Resources

- 10.1** Employees shall take appropriate measures to ensure the efficient and legitimate use of property and resources of the Company.
- 10.2** Employees shall promptly report to the Compliance Officer any misuse of Company property or resources.
- 10.3** Without proper authorisation from the Compliance Officer, Employees shall not:
- 10.3.1** obtain, use or divert property or resources of the Company for personal gain; or

10.3.2 materially alter, remove or destroy property or resources of the Company or use services provided by the Company, except in the ordinary course of performing activities for the Company.

11 Email and Internet Usage

- 11.1 All Employees should use the same care, caution and etiquette in sending an e-mail (or when making use of other electronic means of communication) as they would in corresponding in paper form.
- 11.2 Employees shall not download any data during work that is unprofessional or inappropriate for use or viewing in a business context.
- 11.3 An Employee shall promptly report to the Compliance Officer any situation in which data relating to the Company has been compromised or when such Employee suspects or becomes aware of any breach of data relating to the Company, including the loss or theft of a computer, laptop or handheld device.
- 11.4 Employees should always secure their computers and laptops provided by the Company with a strong password which is regularly changed. Employees are strongly discouraged to write down these passwords and should not, under any circumstance, give their password to others (including to other Employees).

12 Corporate Opportunities

- 12.1 Employees are expected to advance the Company's legitimate business interests.
- 12.2 An Employee shall not:
 - 12.2.1 enter into competition with the Company;
 - 12.2.2 provide unjustified advantages to third parties to the detriment of the Company; or
 - 12.2.3 take advantage of business opportunities available to the Company for him- or herself or for his or her spouse, registered partner or other life companion, foster child or any relative by blood or marriage up to the second degree.
- 12.3 If an Employee discovers, or is presented with, a business opportunity through the use of property or resources of the Company, or because of his or her position with the Company, he or she shall first disclose the terms and conditions of such business opportunity to the Compliance Officer, who shall consult with the appropriate level of management to determine whether the Company wishes to pursue the business opportunity concerned.
- 12.4 If the decision is made not to pursue a business opportunity as referred to in Article 12.3 for the benefit of the Company, Employees may, upon review and approval by the Compliance Officer, pursue such business opportunity substantially on the original terms and conditions presented to the Company.

13 Government Relations and Political Affairs

- 13.1 When dealing with the government or Government Officials in performing activities for the Company, Employees shall conduct themselves according to the highest business, ethical, moral and legal standards.

13.2 Without prejudice to Article 13.3, the Company shall practise great reticence when considering to make contributions to political parties or candidates at any level of government, regardless of local laws and regulations.

13.3 From time to time, issues of significant importance to the financial and business well-being of the Company may arise in a political context. The Company may participate in such political processes in order to advance its legitimate business interests, including through lobbying, publication of its views in the media and supporting interested organisations.

14 International Business Practices

14.1 The Company:

14.1.1 shall not engage in any operations in connection with the selection, structuring and completion of the Business Combination in a new foreign country without discussing it with the appropriate level of management;

14.1.2 shall be particularly sensitive to dealings with countries that are involved in conflicts or subject to international sanctions; and

14.1.3 shall consult with the appropriate level of management when appropriate for specific guidelines for performing international activities.

14.2 Employees shall apply the Company's business, ethical, moral and legal standards when performing Company activities in foreign countries, even if culture or common practice might indicate that contradicting or lesser standards of conduct are acceptable.

15 Media and other Communications

15.1 The Company will disclose information to the public only through specific channels. Unless an Employee has received proper authorisation to speak on behalf of the Company by the appropriate level of management, an Employee should decline to comment in response to any media requesting information about matters relating to the Company, regardless of whether the request is made off the record, for background, or confidentially.

15.2 Employees are expected to conduct themselves in a manner that reflects positively on the Company. When expressing personal views in any media, including television, radio, chat rooms, forums, social media platforms and other electronic media, it should be clear that such statements are personal and do not represent the Company's point of view.

16 Whistleblowing Policy

16.1 Introduction and Scope

This Whistleblowing Policy provides a way for an Employee to raise concerns and describes how Employees can internally report any unethical or even suspected criminal behaviour. All Employees are encouraged to report, in good faith, any suspected misbehaviour or malpractice to the Compliance Officer.

It may be the case that Employees may in certain instances feel unable or uncomfortable reporting any suspected misbehaviour to the Compliance Officer. Therefore, this Whistleblowing Policy provides for ways an Employee can anonymously report a suspected abuse. Any such suspected abuse concerning the functioning of:

16.1.1 the Compliance Officer may be reported to any Director;

16.1.2 a Director who is not the Chairperson may be reported to the Chairperson; and

16.1.3 the Chairperson may be reported to the CEO.

All reports are treated with the utmost confidentiality and are promptly investigated without the risk of retaliation for the reporting Employee.

16.2 Situations to Report

For the purpose of this Whistleblowing Policy, any “suspected abuse” means an Employee’s suspicion of an abuse, malpractice, breach, misconduct or other irregularities of a general, environmental, operational or financial nature within the Company, in so far as the suspicion is:

16.2.1 based on reasonable grounds resulting from the knowledge gained by the Employee at the service of the Company or his/her third-party employer, and

16.2.2 a public interest is at stake since the suspected abuse concerns a breach of statutory regulations, a risk to public health, public safety or the environment, or an improper act or omission that jeopardises the proper functioning of the public service or an undertaking.

16.3 Internal Report of Suspected Abuse and Investigation Procedure

An Employee that suspects a suspected abuse may (first) consult an adviser confidentially about this suspicion.

An Employee reports a suspected abuse within the Company to the Compliance Officer. Such Employee may request to have their reports and calls handled on an anonymous and confidential basis. The reporting Employee will receive a confirmation in writing that his/her report has been received, with the date and time of the receipt of the report.

Any further oral explanations will be written down by the Compliance Officer, and provided to the reporting Employee for his/her approval.

If the Compliance Officer deems a reported suspicion to be legitimate and within the scope of this Whistleblowing Policy, a preliminary investigation is carried out, after which a full investigation may be launched if a reasonable cause is found. After the date of receipt of the report, the Company aims to take a stand concerning the suspected abuse within a period of eight weeks. The Company will also describe what further steps were taken/will be taken within the Company following the report, if applicable. To the extent the period of eight weeks is insufficient for the Company to take a stand concerning the suspected abuse, it will notify the reporting Employee or, in case of an anonymous report, the Compliance Officer. The reporting Employee will always be allowed to respond in writing to the findings of the Company.

If requested, and to the extent possible given the investigation, the Employee may be provided with general information on the progress of such investigation and its outcome. The Employee will be informed in a timely manner if no reasonable cause is found to pursue the suspicion and conduct further investigation.

16.4 Prohibition on Retaliation

The Company will not disadvantage the reporting Employee in connection with his/her report of a suspected abuse, provided it is reported in good faith and in line with the provisions of

this Whistleblowing Policy. The Company will procure that the Employee is protected against retaliation and will keep the Employee's identity confidential, to the extent possible.

The Company prohibits retaliation against any Employee, and will endeavour to ensure that any managers and colleagues of the reporter refrain from any form of prejudice in connection with reporting in good faith a suspicion of abuse which interferes with the professional or personal functioning of the reporter.

The Company may take disciplinary actions against persons who are guilty of prejudicing any reporting Employee.

Employees who believe they have been subject to retaliation for reporting an incident should immediately contact the Compliance Officer.

16.5 Confidentiality

The Company will procure that any reports of suspected abuse will be treated in a confidential manner, to the extent possible. The Company shall only share the contents of the report and the identity of the reporting Employee to those individuals whose involvement is necessary for the handling or investigation of the reported suspicion.

If the reporting Employee has not given its consent to unveil its identity, the identity of the reporting Employee will be kept confidential.

The Company may disclose incident reports and any facts relating thereto to third parties, including regulatory, governmental, law enforcement or self-regulatory agencies, to the extent necessary.

16.6 External Report of Suspected Abuse

Employees can also make a report to the House for Whistleblowers (*Huis voor Klokkeluiders*), an external body. Employees may do so in the event:

16.6.1 an internal notification of suspected abuse may, in all reasonableness, not be expected of the Employee;

16.6.2 a report made by an Employee internally is not handled appropriately; or

16.6.3 an external notification obligation applies (*please refer to www.huisvoorklokkeluiders.nl*)

16.7 Accounting and Audit Committee Reporting

The Audit Committee shall be immediately notified of incident reports regarding accounting, internal accounting controls or auditing matters. The Audit Committee shall treat all such reports concerning incidents and issues as needing immediate attention.

16.8 Record Retention

All documents relating to incident reports must be retained in accordance with applicable legislation. If information may be relevant to any pending or potential litigation, inquiry or investigation, the information must not be destroyed and must be retained for the duration of that litigation, inquiry or investigation and thereafter as necessary in accordance with applicable laws, regulations and internal policies and procedures.

17 Related Party Transaction Policy

17.1 Introduction and Scope

17.1.1 This RPT Policy implements best practices regarding transactions between the Company and:

- (i) any party that is related to the Company in the meaning of International Accounting Standard 24;
- (ii) legal or natural persons who hold at least 10 per cent. of the Shares in the Company;
- (iii) any Affiliate; or
- (iv) a target in relation to a proposed Business Combination, which target is Affiliated to the Sponsor;

each party listed under (i) to (iv), a “**Related Party**” provided that the transactions are of material significance¹ to the Company and/or to such persons (each such transaction, a “**Related Party Transaction**”).

17.1.2 This RPT Policy applies to each Related Party Transaction as well as any material amendment to an existing Related Party Transaction. This RPT Policy is complementary to the provisions of the Dutch Corporate Governance Code, applicable law and regulations, the articles of association of the Company, the Board Rules and the Letter Agreement.

17.1.3 For the purpose of this RPT Policy a transaction entered into by a subsidiary of the Company shall be considered a transaction entered into by the Company and a transaction entered into by a subsidiary of a Related Party shall be considered a transaction entered into by that Related Party.

17.2 Procedure

17.2.1 No Related Party Transaction shall be undertaken without the approval of the Board. If it concerns a Related Party Transaction as described under 17.1.1(i), 17.1.1(ii) and/or 17.1.1(iii), the approval shall include the affirmative vote of at least the majority of the non-executive Directors, who are independent within the meaning of the DCGC and entitled to vote with respect to the relevant Related Party Transaction. If it concerns a Related Party Transaction as described under 17.1.1(iv), the approval requires unanimous approval of all members of the Board entitled to vote with respect to such Related Party Transaction.

17.2.2 Any Director who has a direct or indirect personal interest in the transaction, or who is considered to be conflicted with respect to the transaction, cannot participate in the discussions or decision-making with respect to the Related Party Transaction concerned.

¹ A transaction in any event qualifies as “material” if (i) information about the transaction constitutes price-sensitive information as defined in MAR and (ii) the transaction is entered into by the company and a related party, which includes in any event a board member, a supervisory board member and one or more holders of at least 10% of the issued capital of the company.

- 17.2.3** Each Director shall promptly notify the Chairperson of any (potential) Related Party Transaction that he or she is aware of.
- 17.2.4** The Board shall decide whether the transaction concerned qualifies as a Related Party Transaction.
- 17.2.5** (Potential) Related Party Transactions shall be subject to review by the Board.
- 17.2.6** The Board shall review all relevant information available to it concerning the (potential) Related Party Transaction. The Board may approve the Related Party Transaction only if it determines in good faith that the Related Party Transaction is fair as to the Company.
- 17.2.7** A Related Party Transaction that involves the delivery of goods or services shall only be approved if such transaction is on terms that are customary for arm's-length transactions.
- 17.2.8** Before approving the Related Party Transaction, the Board shall review and consider:
- (i) the value of the Related Party Transaction;
 - (ii) whether the Related Party Transaction is undertaken in the ordinary course of business of the Company;
 - (iii) whether the proposed terms of the Related Party Transaction are no less favourable to the Company than terms that could have been reached with an unrelated third party;
 - (iv) the purpose of, and the potential benefits to the Company of the Related Party Transaction;
 - (v) the Related Party's interest in the Related Party Transaction, if any;
 - (vi) the value (positive or negative) of the Related Party's interest in the Related Party Transaction, if any;
 - (vii) required public disclosure, if any; and
 - (viii) any other information regarding the Related Party Transaction or the Related Party in the context of the proposed Related Party Transaction that would be material to stakeholders of the Company in light of the circumstances of the Related Party Transaction.
- 17.2.9** In conducting its review, the Board may obtain information from employees and external advisors of the Company.
- 17.2.10** If a Related Party Transaction has a recurring nature or the Company enters into Related Party Transactions with a certain Related Party on a regular basis, the Board may establish further guidelines or procedures to follow in its review of such Related Party Transactions.
- 17.2.11** If a Related Party Transaction has not been approved under this RPT Policy prior to its consummation (nor been rejected at an earlier stage), the Board shall consider all relevant facts and circumstances regarding the Related Party Transaction in accordance with Clauses 17.2.6 through 17.2.9 and shall on the basis thereof evaluate all options available to the Company, including ratification (*bekrachtiging*),

revision (*wijziging*) or termination (*ontbinding*) of the Related Party Transaction. The Board shall also examine the facts and circumstances pertaining to the failure of reporting of such Related Party Transaction under this RPT Policy and shall take any such action it deems appropriate.

17.2.12 The absence of the approval under this RPT Policy shall not affect the representative authority of the Board or its members.

17.3 Disclosure

Related Party Transactions shall be disclosed to the extent required under Dutch law, the Dutch Corporate Governance Code, applicable accounting standards or other applicable Dutch regulations. For the avoidance of doubt, the review or approval of a transaction pursuant to this RPT Policy does not necessarily imply that such transaction is required to be disclosed.

18 Miscellaneous

Circumstances not covered by this Policy

18.1 The Board has the right to take decisions in any circumstances not covered by this Policy, provided that it does so in accordance with any applicable laws and regulations.

Amendments and Deviations

18.2 The provisions of this Policy may be amended or supplemented by a resolution of the Board. Amendments and supplements will enter into force from the moment that they are announced, unless the announcement specifies otherwise.

18.3 Pursuant to a resolution to that effect, the Board may allow temporary deviations from this Policy without prejudice to the applicable laws and regulations.

Governing law

18.4 This Policy shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this Policy shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

Annex 1 Definitions

1 In this Policy, the following terms have the following meanings:

“**Affiliate**” means, in relation to a person/legal entity, a person/legal entity that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, the person/legal entity specified and in relation to a person/individual either (i) a person/legal entity that directly, or indirectly through one or more intermediaries is Controlled by the person/individual (including but without the requirement of Control any family trust or similar that benefits the person/individual or any of the persons mentioned under (ii)) or (ii) a blood relative up to the second degree or spouse or registered partner of the person/individual.

“**Audit Committee**” means the Company’s audit committee;

“**Board**” means the one-tier board (*bestuur*) of the Company;

“**Board Rules**” means the internal rules of the Board;

“**Business Combination**” means effecting a merger, demerger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination with or acquisition of business or company;

“**CEO**” means the chief executive officer of the Company;

“**Chairperson**” means the chairperson of the Board;

“**Code**” has the meaning given in Article 1.1.1;

“**Company**” means VAM Investments SPAC B.V.;

“**Compliance Officer**” means the Company’s compliance officer.

“**Control**” means (a) owning or controlling (directly or indirectly) more than 50 per cent. of the voting share capital of the relevant undertaking, (b) being able to direct the casting of more than 50 per cent. of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters or (c) having the right to appoint or remove the majority of the directors.

“**Director**” means a member of the Board, either an executive director or a non-executive director;

“**Dutch Corporate Governance Code**” means the Dutch corporate governance code as established under Section 2:391(5) of the DCC, as amended from time to time.

“**Employee**” means any person working, under a contract of employment, service or otherwise performing tasks for the Company, including independent contractors (*zelfstandigen zonder personeel*), Directors, officers and senior management;

“**Government Official**” means any individual who:

- (a) recently held, holds or can reasonably be expected to soon hold a legislative, political or judicial position of any kind, in each case regardless of rank; or
- (b) is an employee or officer of an organisation or entity which is controlled, directly or indirectly, by a government or any constituency of a government.

“**Letter Agreement**” means the letter agreement to which the Company is a party and which is dated 16 July 2021;

“**MAR**” means the European Market Abuse Regulation ((EU) No 596/2014) on market abuse including any rules and regulations promulgated thereunder;

“**Policy**” has the meaning given in Article 1.1.1;

“**Related Party**” has the meaning given in Article 17.1.1;

“**Related Party Transaction**” has the meaning given in Article 17.1.1;

“**RTP Policy**” has the meaning given in Article 1.1.1;

“**Shares**” means the shares in the Company outstanding from time to time;

“**Sponsor**” means Curzon Park LP, a Delaware limited partnership with registered address at 1209 Orange Street, Wilmington, Delaware 19801, United States of America; and

“**Whistleblowing Policy**” has the meaning given in Article 1.1.1.

2 Save where the context dictates otherwise, in this Policy:

- (a) unless a different intention clearly appears, a reference to an Article is a reference to an article of this Policy;
- (b) words and expressions expressed in the singular form also include the plural form, and vice versa;
- (c) words and expressions expressed in the masculine form also include the feminine form; and
- (d) a reference to a statutory provision counts as a reference to this statutory provision including all amendments, additions and replacing legislation that may apply from time to time.

3 Headings of articles and other headings in this Policy are inserted for ease of reference and do not form part of this Policy for the purpose of interpretation.