**AGREEMENT AND PLAN OF MERGER**

dated as of October 18, 2024

by and among

**DOCTOR NO PARENT LIMITED,**

**NIGHTHAWK MERGER SUB I, INC.,**

**NIGHTHAWK MERGER SUB II, INC.,**

**STEALTH TOPCO INC.,**

**and**

**STEALTH TOPCO HOLDINGS LLC**

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# AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of October 18, 2024 by and among Doctor No Parent Limited, a limited company organized under the laws of Nova Scotia ("Parent"), Nighthawk Merger Sub I, Inc., a Delaware corporation and directly wholly-owned subsidiary of Parent ("Merger Sub I"), Nighthawk Merger Sub II, Inc., a Delaware corporation and directly wholly-owned subsidiary of Parent ("Merger Sub II"), Stealth Topco Inc., a Delaware corporation (the "Company"), and Stealth Topco Holdings LLC, a Delaware limited liability company and the sole stockholder of the Company ("Holdings").

## RECITALS

WHEREAS, the parties intend that Merger Sub I be merged with and into the Company, with the Company surviving the merger (the "Initial Surviving Corporation") on the terms and subject to the conditions set forth in this Agreement (the "Merger");

WHEREAS, the parties intend that, immediately following the Merger on the Closing Date, the Initial Surviving Corporation be merged with and into Merger Sub II, with Merger Sub II surviving the merger (the "Final Surviving Corporation") on the terms and subject to the conditions set forth in this Agreement (the "Roll-up Merger");

WHEREAS, immediately following the consummation of the Roll-Up Merger on the Closing Date, Parent will contribute all of the shares of capital stock of the Final Surviving Corporation it owns, through one or more contribution transactions, to its indirect wholly-owned Subsidiary, Garda USA Inc.

WHEREAS, the board of managers of Holdings and the board of directors of the Company have unanimously (a) determined that it is in the best interests of the Company and Holdings, as the sole stockholder of the Company, to enter into this Agreement and to consummate the transactions contemplated by this Agreement, including the Merger and the Roll-up Merger, (b) declared advisable the Merger and the Roll-Up Merger and (c) approved the execution, delivery and performance by Holdings and the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Merger and the Roll-up Merger;

WHEREAS, immediately following the execution and delivery of this Agreement, Holdings, in its capacity as the sole stockholder of the Company, will approve and adopt this Agreement and the transactions contemplated hereby, including the Merger and the Roll-up Merger (the "Requisite Approval");

WHEREAS, the Merger and the Roll-Up Merger, taken together, are intended to qualify as a "reorganization" within the meaning of Section 368 of the Code and this Agreement is intended to constitute a plan of reorganization within the meaning of Section 354 of the Code and Treasury Regulation Section 1.368-2(g);

WHEREAS, the board of directors of each of Parent, Merger Sub I and Merger Sub II have each (a) determined that it is in the best interests of Merger Sub I, Merger Sub II and

Parent, as the sole stockholder of Merger Sub I and Merger Sub II, to enter into this Agreement and to consummate the transactions contemplated by this Agreement, including the Merger and the Roll-up Merger, (b) declared advisable the Merger and the Roll-Up Merger and (c) approved the execution, delivery and performance by Parent, Merger Sub I and Merger Sub II of this Agreement and the consummation of the transactions contemplated hereby, including the Merger and the Roll-up Merger;

WHEREAS, immediately following the execution and delivery of this Agreement, Parent, as the sole stockholder of Merger Sub I and Merger Sub II, will approve and adopt this Agreement and the transactions contemplated hereby, including the Merger and the Roll-up Merger; and

WHEREAS, pursuant to the Merger, the Company Shares shall be cancelled and converted into the right to receive the consideration hereinafter set forth on the terms and subject to the conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I

## DEFINITIONS; INTERPRETATION

Section 1.1 Certain Definitions. The following terms shall have the following meanings:

"ACA" means the Affordable Care Act.

"Accounting Principles" means the principles, policies, procedures, categorizations, definitions, methods, practices, judgments, classifications, estimation methodologies and techniques set forth on Exhibit A attached hereto.

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement, any third party offer or proposal relating to any acquisition or purchase, directly or indirectly, whether by way of asset purchase, equity purchase, merger, consolidation, share exchange, business combination or otherwise, of a material portion of the assets of the Company Group, or a material portion of the Equity Interests in the Company Group, or any other transaction the consummation of which would reasonably be expected to frustrate the purposes of, impede, prevent or materially delay the transactions contemplated by this Agreement.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person; provided that, in the case of Parent, the term "Affiliate" shall not, other than for purposes of Section 7.3 and Section 10.2, at any time include Parent's direct or indirect equityholders or any of their respective Affiliates (including, if applicable, any affiliated

investment funds or any portfolio companies thereof (other than Garda World Security Corporation and its Subsidiaries)). For the purpose of this definition, the term "control" (including the terms "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 such Person, whether through ownership of voting securities, by contract or otherwise.

"AI Inputs" means any and all data, content, or materials of any nature (including text, numbers, images, photos, graphics, video, audio, or computer code) used to train, validate, test, improve, or deploy any AI Technology.

"AI Technology" means any and all machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all Software implementations of any of the foregoing, and related hardware or equipment.

"Anti-Corruption Law" means any Law relating to anti-bribery or anti-corruption (governmental or commercial) applicable to any member of the Company Group, including Laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any foreign Government Official to obtain a business advantage, including the Foreign Corrupt Practices Act of 1977, 15 USC. § 78dd-1, et seq., as amended, and the rules and regulations thereunder, the U.K. Bribery Act of 2010, the Canadian Corruption of Foreign Public Act, as amended, and any rules or regulations promulgated thereunder, the Special Economic Measures Act (Canada), as amended, and any rules or regulations promulgated thereunder, the Freezing Assets of Corrupt Foreign Officials Act (Canada), as amended, and any rules or regulations promulgated thereunder, and all national and international Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Antitrust Law" means the HSR Act, the Federal Trade Commission Act, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and any applicable foreign antitrust Laws and all other applicable Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Biometric Privacy Laws" means all applicable laws and regulations governing the collection, maintenance, use, and protection of measurable physical and behavioral characteristics of a person that enable the establishment and verification of an individual's identity, including without limitation as provided by the *Act to establish a legal framework for information technology* (Québec) and the *Act respecting the protection of personal information in the private sector* (Québec).

"Books and Records" means all information in any form relating to the Company and the Company Subsidiaries and their respective businesses, including books and records of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs,

operating guides and manuals, business reports, plans and projections, marketing and advertising materials and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices.

"Business Day" means any day that is not a Saturday, a Sunday or any other day on which commercial banks are authorized or required by Law to be closed in the City of New York or in the City of Montréal, Québec, Canada.

"CAGR" means the compounded annual growth rate from Consolidated Gross Revenue for the Performance Period relative to the Consolidated Gross Revenue for the 12-month period ending January 31, 2025. For example, if Consolidated Gross Revenue for the Performance Period is $[Amont] and Consolidated Gross Revenue for the 12-month period ending January 31, 2025 is $[Amont] , the CAGR will equal 10%.

"CAGR Maximum Threshold" means [PERCENTAM].

"CAGR Minimum Threshold" means [PERCEN].

"CARES Act" shall mean the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136), signed into Law on March 27, 2020.

"Closing Cash" means the sum of all cash and cash equivalents of the Company Group as of immediately prior to the Closing, (a) including (i) all marketable securities and short term investments of the Company Group, (ii) all inbound checks and wire transfers that have not yet been received or which have not cleared, and (iii) the [NAME] Loan Repayment Amount (which shall be deemed to have been repaid to the Company), but (b) excluding (i) all Restricted Cash, (ii) all outbound checks and wire transfers which have not cleared, (iii) cash proceeds of insurance or indemnification payments received by the Company Group with respect to any casualty or loss that has not been discharged or otherwise in respect of liabilities that have not been discharged and (iv) the Interim Investment Amount, in each case, as determined in a manner consistent with the Accounting Principles. For the avoidance of doubt, Closing Cash shall be calculated without duplication of any amounts of cash or cash equivalents of the Company Group that were generated by the use of the Interim Investment Amount (or any portion thereof) and that would otherwise be included in Closing Cash.

"Closing Cash Consideration" means an amount equal to (a) $310,000,000, *plus* (b) the amount, if any, by which the Closing Net Working Capital exceeds the Net Working Capital Target, *minus* (c) the amount, if any, by which the Closing Net Working Capital is less than the Net Working Capital Target, *plus* (d) the Closing Cash, *minus* (e) the Closing Date Indebtedness, *minus* (f) the Transaction Expense Amount, *plus* (g) the Interim Investment Amount, *minus* (h) the [NAME] Loan Repayment Amount.

"Closing Cash Consideration Note" means a promissory note in the form attached hereto as Exhibit F for a principal amount equal to the Closing Net Cash Consideration.

"Closing Date Indebtedness" means the Indebtedness of the Company Group as of immediately prior to the Closing. Closing Date Indebtedness shall be calculated without

duplication of any amounts to the extent used in the calculation of the Closing Net Working Capital or Transaction Expense Amount.

"Closing Net Cash Consideration" means an amount equal to (a) Estimated Closing Cash Consideration, *minus* (b) the Escrow Amount.

"Closing Net Working Capital" means, with respect to the Company Group, as of immediately prior to the Closing, an amount equal to (a) current assets of the Company Group *minus* (b) current Liabilities of the Company Group, in each case, as determined in a manner consistent with the Accounting Principles and the Illustrative Calculation. The Closing Net Working Capital shall be calculated without duplication of any amounts to the extent used in the calculation of the Closing Cash, the Closing Date Indebtedness, the Transaction Expense Amount or the Interim Investment Amount. The Closing Net Working Capital also shall be calculated without duplication of any amounts that were generated by the use of the Interim Investment Amount (or any portion thereof) and that would otherwise be included as a current asset of the Company Group in Closing Net Working Capital.

"Closing Parent Stock Consideration" means a number of shares of Parent Stock (rounded down to the nearest whole share) calculated by dividing $140,000,000 by the Per Share Value; provided, that the Closing Parent Stock Consideration shall be (i) equitably adjusted to account any for Parent Stock Reclassification and (ii) adjusted as provided for in Section 7.12.

"COBRA" means Part 6 of Subtitle B or Title I of ERISA, Section 4980B of the Code and any similar state applicable Law.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Combined Business" means the combined business of the Company Group and Parent's ECAMSECURE business (whether operated through such entities or through Garda World and/or its other Affiliates) (and excluding, for the avoidance of doubt, any entities or businesses acquired by the Company Group, Parent, New Parent or any of their respective Affiliates following the date of this Agreement (other than the acquisition of the Company pursuant to this Agreement)).

"Company AI Products" means all products and services of the Company Group that are currently offered, licensed, sold, distributed, hosted, or otherwise made commercially available by or on behalf of any member of the Company Group or are under development by or for any member of the Company Group that incorporate or employ any AI Technology.

"Company Corporate Records" means the corporate records of the Company and the Company Subsidiaries, including (i) all Organizational Documents, (ii) all material minutes of meetings and resolutions of shareholders and directors (and any committees), and (iii) the share certificate books, securities register, register of transfers and register of directors.

"Company Group" means the Company and the Company Subsidiaries.

"Company Intellectual Property" means, unless otherwise noted, all Company Owned Intellectual Property and other Intellectual Property used in the Company Group's business.

"Company Licensed Intellectual Property" means all Intellectual Property owned by third Persons and licensed or otherwise provided to the Company Group for use in the business of the Company Group.

"Company Owned Intellectual Property" means all Intellectual Property owned by the Company Group or purported to be owned by the Company Group.

"Company Shares" means the shares, par value $0.0001 per share, of common stock of the Company.

"Company Software" means the Software products that constitute Company Owned Intellectual Property.

"Company Subsidiary" or "Company Subsidiaries" means the Subsidiaries of the Company.

"Consent" means consent, approval, authorization, order, filing, registration, waiting period expiration or termination, or qualification of or with any Governmental Authority or other Person.

"Consolidated Gross Revenue" means the consolidated gross revenue of the Combined Business calculated in accordance with the principles, policies, procedures, categorizations, definitions, methods, practices and techniques set forth in Exhibit B.

"Continuing Employee" means each employee of the Company Group who is employed immediately prior to the Closing and continues employment with Parent, the Final Surviving Corporation or any Subsidiary or Affiliate of the Final Surviving Corporation immediately after the Closing, solely for the period such employee continues employment with the Parent, the Final Surviving Corporation or any Subsidiary or Affiliate of the Final Surviving Corporation immediately after the Closing.

"Contract" means any agreement, lease, sublease, contract, note, mortgage, indenture, license, sublicense, engagement, undertaking, purchase order, instrument or other legally binding agreement, obligation or commitment, whether written or oral, in each case, as amended, restated or supplemented from time to time and including all schedules, annexes and exhibits thereto.

"Deferred Cash Consideration" means $35,000,000 in cash, subject to the Deferred Cash Consideration Offset pursuant to Section 3.3(d).

"Employee Benefit Plans" means, collectively, all "employee benefit plans" (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), equity or equity-based, restricted equity, bonus, commission, deferred compensation, incentive compensation, stock or unit option, severance or other termination pay, change in control, retention, health, disability,

life, cafeteria, insurance, supplemental unemployment benefits, profit-sharing, employee loan, employment, individual Independent Contractor, sick pay, holiday, vacation, pension, retirement or other compensatory plans, policies, programs, agreements or arrangements sponsored, maintained, participated in or contributed to or required to be contributed to by any member of the Company Group or under or with respect to which any member of the Company Group has (or could have) any Liability.

"Environmental Law" means any foreign, federal, state, provincial or local Laws and Orders relating to the protection of the environment, natural resources, or to the extent relating to exposure to Hazardous Material, human health or safety, or that otherwise classify, regulate, call for the remediation of, require reporting with respect to, or list or define air, water, groundwater, solid waste, hazardous or toxic substances, materials, wastes, pollutants or contaminants, or which regulate the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Materials or materials containing Hazardous Materials.

"Equity Interests" means any and all (a) shares of capital stock of a corporation, (b) equity securities or other ownership, partnership or membership interests of any kind of any other legal entity, including membership interests (whether characterized as units or otherwise) in a limited liability company, (c) options, warrants or other securities, rights or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire any shares of, or voting securities or equity interests in any Person, in any such case, whether owned or held beneficially, of record or legally, or (d) shares of restricted stock, deferred stock, restricted stock units, stock appreciation rights or "phantom" stock awards with respect to any capital stock of, or voting securities or equity interests in, any Person.

"Equity Participation Right" means an aggregate amount up to [AMOUNT] in cash that becomes payable in accordance with Section 3.6.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended (together with all rules and regulations promulgated thereunder).

"ERISA Affiliate" means any Person or trade or business (whether or not incorporated) which, together with any member of the Company Group, is or at any relevant time would be treated as a single employer under Section 414 of the Code.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the escrow agreement by and among the Escrow Agent, Parent and Holdings substantially in the form attached hereto Exhibit C.

"Escrow Amount" means [AMOUNT].

"Escrow Fund" means the escrow fund established by the Escrow Agent pursuant to the Escrow Agreement, which shall include the Escrow Amount and any interest and earnings thereon, as the same may be disbursed from time to time in accordance with this Agreement and the Escrow Agreement.

"[NAME] Loan Repayment Amount" means an amount equal to all amounts, including the outstanding principal amount and accrued interest thereon, due upon the Closing pursuant to that certain Loan Agreement, dated as of March 1, 2021, by and between [NAME] Inc. and [NAME], LLC, together with that certain Addendum to Loan Agreement, dated as of December 12, 2022 (the "[NAME] Loan"), for the avoidance of doubt, after any dollar-for-dollar reduction to the extent any amounts due under the [NAME] Loan are repaid prior to the Closing.

"Fraud" means, with respect to any Person, such Person's conscious participation in an actual, intentional and knowing common law fraud under the Laws of the State of Delaware (and not a constructive or imputed fraud, statutory fraud, equitable fraud, negligent misrepresentation or omission, or any form of fraud premised on recklessness or negligence) in the making of the representations and warranties set forth in this Agreement (as modified by the Company Disclosure Schedules), or in any certificate delivered hereunder, in each case, with the intent of deceiving the other Person to enter into this Agreement, and on which the other Person reasonably relies.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof, including standards and interpretations issued or adopted by the Financial Accounting Standards Board as of the date hereof.

"Garda World" means Garda World Security Corporation, a corporation organized under the laws of Canada.

"Government Official" means (a) any officer, employee, or representative of a Governmental Authority; (b) any officer, employee, or representative of any commercial enterprise that is owned or controlled by a Governmental Authority; (c) any officer, employee, or representative of any public international organization (e.g., the United Nations or World Bank); (d) any person acting in an official capacity for any Governmental Authority, enterprise, or organization identified above; and (e) any political party, political party official, or candidate for public office.

"Governmental Authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, provincial, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitral body, exercising executive, legislative, judicial, regulatory or administrative functions.

"Hazardous Material" means any substance or material that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive," "waste," or words of similar meaning or effect, including petroleum and its products and by-products, asbestos, polychlorinated biphenyls, radon, mold, urea formaldehyde insulation, and per- and polyfluoroalkyl substances.

"Holdings Members" means any holder of outstanding units of Holdings as of the date of this Agreement.

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

"IFRS" means International Financial Reporting Standards, consistently applied.

"Illustrative Calculation" means the illustrative calculation of Closing Net Working Capital included in Exhibit A.

"Indebtedness" means, without duplication, as of immediately prior to the Closing, (a) all obligations of the Company Group for borrowed money or in respect of loans or advances, gross of any deferred financing costs (including overdraft facilities) (excluding any trade payables or accounts payable, in each case, arising in the ordinary course of business and not more than 90 days overdue), (b) all other obligations of the Company Group evidenced by bonds, debentures, notes or similar instruments or other debt securities, (c) all obligations for seller notes, deferred payments, contingent purchase price obligations and "earn-out" payments owed in respect of the Company Group's acquisition of Equity Interests or assets of any Person, in each case, calculated as to the maximum amount payable thereunder, (d) the net settlement amount of all interest rate, currency swaps or other hedging arrangements of the Company Group, (e) all obligations for the deferred purchase price of goods or services (other than trade payables or accruals or accounts payable in the ordinary course of business and not more than 90 days overdue), (f) all obligations in respect of letters of credit, bankers' acceptance, or performance or surety bonds issued for the account of the Company Group (to the extent drawn and unpaid or otherwise becoming due as a result of the transactions contemplated hereby), (g) all payment obligations under leases that are required to be classified as capitalized or finance lease obligations in accordance with GAAP (but excluding all facility and office leases that are capitalized under ASC 842), (h) all obligations of the Company Group for (1) unfunded or underfunded pensions, post-retirement health and welfare benefits, and deferred compensation; (2) any outstanding and unpaid severance obligations; and (3) the employer portion of any associated payroll, social or national insurance contributions, Medicare, unemployment or similar obligations payable in connection with the amounts described in subclauses (1) and (2), (i) all Unpaid Income Taxes, (j) any declared but unpaid dividends or other distributions of the Company, (k) any unforgiven obligations of the Company Group under any loan assistance program of any Governmental Authority, (l) obligations pursuant to any factoring arrangements, (m) any outstanding amounts payable by the Company Group to any direct or indirect equityholder of the Company or any of their respective Affiliates under any management, advisory or monitoring agreement, (n) any accrued interest and unpaid interest on the foregoing and any applicable make-whole amounts, pre-payment charges, penalties, premiums or other fees and expenses with respect to such foregoing obligations, (o) any amounts outstanding under any premium finance agreement or similar insurance premium financing plan and (p) all guaranties by the Company Group of the obligations described in the foregoing clauses (a) to (o) of another Person, in each of the foregoing cases, excluding (w) any intercompany payable or other obligation to any other member of the Company Group that would be eliminated upon consolidation (except that any intercompany payable or other obligation that would remain after consolidation will be included in Indebtedness), (x) except as expressly set forth above in this definition, all Taxes, (y) amounts included in current liabilities for purposes of calculating Closing Net Working Capital, including all deferred revenue of the Company Group, and (z) amounts included in Transaction Expense Amount.

"Independent Contractor" means a natural person, business owner, or contractor who provides services to other businesses and is considered self-employed and who provides their services to the Company on a full-time, part-time, temporary or as needed basis as a self-employed individual or through an entity of such individual, pursuant to an agreement to provide the applicable services to the Company or a Company Subsidiary.

"Intellectual Property" means Intellectual Property Rights and Software.

"Intellectual Property Rights" means any or all worldwide intellectual property rights, including the following, to the extent protectable by applicable Law in any country, and all rights in, arising out of, or associated therewith (including all applications or rights to apply for any of the following, and all registrations, renewals, extensions, future equivalents, and restorations, now or hereafter in force and effect): (a) patents, utility models and applications therefor, and all reissues, divisionals, re-examinations, provisionals, substitutions, continuations and continuations-in-part, and equivalent or similar rights anywhere in the world; (b) methods, processes, inventions, all trade secrets and other rights in know-how and confidential or proprietary information; (c) all mask works and copyrights, and all other rights corresponding thereto (including moral rights, if applicable), throughout the world; (d) all rights in World Wide Web addresses and domain names and applications and registrations therefor, and contract rights therein; (e) all trade names, logos, trademarks and service marks, social and mobile media identifiers, trade dress and other similar designations of source of origin and all goodwill associated therewith throughout the world; (f) any similar, corresponding, or equivalent rights to any of the foregoing in items (a) through (f) above; and (g) any tangible embodiments of the foregoing.

"Interim Investment Amount" means the aggregate amount of cash actually contributed by Holdings to the Company in respect of the Existing Company Shares on or after November 12, 2024 and subsequently actually expended by the Company Group to fund the operations of its businesses; provided, that such amount shall not exceed [AMOUNT] without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed).

"IRS" means the Internal Revenue Service of the United States.

"IT Assets" means the systems, telecommunications, interfaces, platforms, peripherals, servers, computers, hardware, Software, firmware, middleware, networks, data communications lines, routers, hubs, switches and other information technology equipment owned or leased by the Company Group and used in the operation of its business (including as a cloud-based service or software–as-a-service).

"ITA" means the Income Tax Act (Canada) of 1985, as amended.

"Knowledge of Parent" means the actual knowledge of [NAMES] , in each case, after reasonable inquiry.

"Knowledge of the Company" means the actual knowledge of [NAMES] , in each case, after reasonable inquiry.

"Law" means any federal, state, local, provincial or foreign law (including common law), statute, code, ordinance, rule, regulation, or other legal requirement of a Governmental Authority.

"Legal Proceeding" means any suit, claim, action, audit, investigation, examination, dispute, litigation or arbitration commenced, brought, conducted or heard by or before any court, other Governmental Authority, arbitrator or mediator.

"Liability" means any debt, loss, damage, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, executory or due or to become due, and whether in contract, tort, strict liability or otherwise), including all costs and expenses relating thereto.

"Lien" means any lien, adverse ownership interest, encumbrance, pledge, charge, hypothecation, mortgage, deed of trust, security interest, right of first refusal, encroachment, easement, real property title defect, option, transfer restriction of any kind, including under any stockholder or similar agreement or other similar restriction with respect to such asset.

"Management Shareholders Agreement" means (i) if the Parent Recapitalization has not been consummated as of the Closing, the Accession Agreement in the form attached hereto as Exhibit H (the "Accession Agreement") and (ii) if the Parent Recapitalization has been consummated as of the Closing, a Management Shareholders Agreement the terms of which shall not be disproportionately and materially adverse to the rights and privileges of any Stealth Management Shareholder relative to other similarly situated "Shareholders" under the "Management Shareholders Agreement" (each as defined in the Accession Agreement).

"Material Adverse Effect" means any event, development, change, condition, circumstance or effect (an "Effect") that, individually or in the aggregate with any other Effect, (i) materially adversely affects (or would reasonably be expected to materially adversely affect) the business, properties, assets, condition (financial or otherwise) or results of operations of the Company Group, taken as a whole, or (ii) materially adversely affects (or would reasonably be expected to materially adversely affect) the ability of the Company to perform its obligations hereunder, except that, solely in the case of clause (i), any such Effect to the extent arising out of, resulting from or attributable to any of the following, directly or indirectly, individually or in the aggregate, shall not be considered when determining whether a Material Adverse Effect has occurred: (a) any Effect affecting the economy of the United States generally, including changes in the United States or foreign credit, debt, capital or financial markets (including changes in interest or exchange rates or relating to banking, currency, crypto or securities markets or any disruption of any of the foregoing markets or any decline or rise in the price of any security, commodity, contract or index) or the economy of any town, city, region or country in which the Company Group conducts business, (b) any Effect generally affecting the industries in which the Company Group operates, (c) any Effect resulting from the execution and delivery of this Agreement, the announcement or pendency of this Agreement and the transactions contemplated hereby, the consummation of the transactions contemplated hereby, or the identity of Parent, Merger Sub I, Merger Sub II or their Affiliates (provided, however, that no effect shall be given to this clause (c) for purposes of the representations and warranties set forth in Section 4.5 (and

the related closing conditions) that address the effect of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby), (d) taking of any action required by this Agreement (other than the actions required to be taken pursuant to Section 6.1) or requested or consented to by Parent in writing, (e) any Effect arising in connection with earthquakes, hurricanes, tornadoes, natural disasters or global, national or regional political conditions, including hostilities, military actions, political instability, acts of terrorism or war or any escalation or material worsening of any such hostilities, military actions, political instability, acts of terrorism or war or public health events, including in connection with COVID-19 or any other pandemic, (f) any failure, in and of itself, by the Company Group to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that, unless the subject of a separate exclusion in this definition, the facts and circumstances giving rise to such failure may be taken into account to determine whether a Material Adverse Effect has occurred), (g) any breach by Parent, Merger Sub I or Merger Sub II of its obligations under this Agreement, or (h) changes in Law, regulations or GAAP or the interpretation thereof, or any other action by a Governmental Authority, in each case, after the date hereof; provided that any Effect arising out of, or resulting from or attributable to any events described in the foregoing clauses (a), (b), (e) and (h) shall be taken into account in determining whether a Material Adverse Effect has occurred, to the extent such events have a disproportionate adverse effect on the Company Group relative to other similarly-situated businesses operating in the industry of the Company Group.

"Merger Consideration" means (a) the Closing Parent Stock Consideration, *plus* (b) the Closing Cash Consideration Note, *plus* (c) each installment of Deferred Cash Consideration (subject to the Deferred Cash Consideration Offset pursuant to Section 3.3(d)), *plus* (d) any Equity Participation Right, *plus* (e) any amount of the Escrow Fund disbursed to Holdings, *plus* (f) any upward adjustment to the Closing Cash Consideration that becomes payable to Holdings in accordance with Section 3.3(d).

"Net Working Capital Target" means [AMOUNT].

"New Parent" means Parent's ultimate successor entity (and ultimate parent entity of Garda World) upon consummation of the Parent Recapitalization.

"Open Source Software" means any Software that is licensed pursuant to: (a) any license that is a license now or in the future approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); or (b) any license to Software that is considered "free" or "open source software" by the Open Source Foundation or the Free Software Foundation.

"Order" means any award, order, injunction (preliminary or permanent), decision, verdict, judgment, decree, ruling, subpoena, writ, assessment or other similar requirement or agreement enacted, adopted, promulgated or applied by any Governmental Authority.

"Organizational Documents" means (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, (b) with respect to any limited liability company, its articles or certificate of formation and operating or limited liability company agreement and (c) with respect to a partnership, its certificate of limited partnership (if a limited partnership) and partnership agreement.

"Pandemic Response Laws" shall mean the CARES Act, the Families First Act, the COVID-related Tax Relief Act of 2020, the August 8, 2020 Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, and any other similar or additional U.S. federal, state, or local or non-U.S. Law, or administrative guidance intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"Parent R&W Insurance Policy" means the buyer's-side representations and warranties insurance policy bound as of the date hereof substantially in the form attached hereto as Exhibit D, pursuant to which Parent maintains insurance coverage for breaches by the Company of representations and warranties contained in this Agreement and the other covered matters set forth in such policy.

"Parent Recapitalization" means the transactions described in Schedule 1.1(a) and as such transactions (including the number, structure, timing and sequence thereof) may be modified from time to time; provided, that any such modification that would, or would reasonably be expected to, materially disproportionately and adversely affect Holdings and the Stealth Sponsors in their capacities as direct or indirect holders of Parent Stock as compared to the transactions described in Schedule 1.1(a) and to the extent applicable to Holdings and the Stealth Sponsors shall not be made without Holdings' prior written consent, and in no event shall any such modification be deemed to limit any of the rights of Holdings, the Stealth Sponsors or the Stealth Management Shareholders under Section 7.12 or Section 7.13.

"Parent Stock" means (i) if the Parent Recapitalization has not been consummated as of the Closing, Class A common shares of Parent or (ii) if the Parent Recapitalization has been consummated as of the Closing, shares of capital stock of New Parent (or a class or series thereof) with such rights and other terms as are substantively identical in all material respects with the rights and other terms attaching to the "Common Shares" set forth in Schedule A to the form of Memorandum of Association included in Exhibit G-2 hereto, subject, in each case of clauses (i) and (ii), to Section 7.13.

"Parent Stock Reclassification" means any split, combination or other similar recapitalization of Parent Stock (including in the Parent Recapitalization).

"Payoff Indebtedness" means Indebtedness of the types described in clauses (a), (b) and (c) of the definition of Indebtedness and guaranties of such Indebtedness by the Company Group, if any, excluding any intercompany payable or other obligation of any member of the Company Group solely to any other member of the Company Group.

"Payoff Indebtedness Amount" means, with respect to any Payoff Indebtedness, the total amount required to be paid to fully satisfy all principal, interest, prepayment premiums,

penalties, breakage costs and any obligations under and in connection with such Payoff Indebtedness as of the anticipated Closing Date, as set forth in the Payoff Indebtedness Letter (with respect to the Company Group's senior secured credit facilities) or the Pre-Closing Statement (with respect to other Payoff Indebtedness).

"Per Share Value" means [AMOUNT].

"Performance Period" means [PERIOD].

"Permits" means licenses, permits, consents, certificates and other authorizations and approvals issued by or obtained from a Governmental Authority that are held by or required to be obtained by the Company and its Subsidiaries or Parent and its Subsidiaries, as applicable.

"Permitted Liens" means (a) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings, provided an appropriate reserve is established therefor in the Financial Statements (or in the financial Books and Records of the Company Group if arising after the date of the most recent Financial Statements); (b) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of business and that are not material to the business, operations and financial condition of the Company Group and that are not resulting from a breach, default or violation by the Company Group of any Contract or Law and that are not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (c) Liens incurred in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other social security legislation, (ii) securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to the Company Group or under self-insurance arrangements as well as Liens on insurance policies and the proceeds thereof securing the financing of insurance premiums with respect thereto or (iii) securing obligations in respect of letters of credit that have been posted by the Company Group to support the payment of the items in clauses (i) and (ii) above, (d) Liens securing rental payments under capital or finance lease agreements and purchase money obligations, (e) non-exclusive licenses, sublicenses, cross licenses, or covenants not to sue with respect to, any Intellectual Property granted in the ordinary course of business; (f) Liens that do not, and would not reasonably be expected to, materially detract from the value of any of the property, rights or assets of the business of the Company Group (other than any Intellectual Property), taken as a whole, or materially interfere with the use thereof as currently used by Company Group, and (g) Liens in respect of Closing Date Indebtedness.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"Personal Information" means any information that can be used to identify an individual natural person, including any information that is defined as "personally identifiable information", "protected health information", "personal information", "personal data", or equivalent term under applicable Law including under Biometric Privacy Laws.

"PPP" means the Paycheck Protection Program under the CARES Act.

"PPP Laws" means the CARES Act, the SBA's public guidance and interpretations of the CARES Act and of the Paycheck Protection Program Interim Final Rule, the Small Business Act, the rules and regulations issued by any Governmental Authority in respect of any of the foregoing, and any other Laws applicable to any PPP Loan.

"PPP Loan" that certain loan in the amount of [AMOUNT] obtained by [NAME] [redacted], Inc. from [NAME] [redacted] Bank (the "PPP Lender") pursuant to the PPP.

"PPP Loan Documents" means (i) any promissory notes evidencing the PPP Loan, together with any application for the PPP Loan, and all other contracts, instruments, documents and certificates executed and delivered to, or in favor of, the applicable PPP Lender or the SBA in connection with the PPP Loan (and, in each case, all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto) and (ii) any application, documents and certificates executed in connection with the forgiveness of the PPP Loan.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date.

"Restricted Cash" means the aggregate amount of (i) [INFORMATION OF COMPETITIVE NATURE] [redacted], (ii) any cash or cash equivalents not freely transferable or usable by and available to the Company Group as a result of any legal, regulatory or judicial restriction, and (iii) any other "restricted cash" (including guaranteed investment certificates issued to lenders) as defined in the consolidated balance sheets of the Company Group and calculated in accordance with the Accounting Principles; provided that Restricted Cash shall not include any cash or cash equivalents as a result of any requirement related to Closing Date Indebtedness that the Company Group holds or maintains a minimum balance of such cash or cash equivalents.

"SBA" means the U.S. Small Business Administration.

"Software" means all computer programs, software, code, operating systems, tools, databases (not including the data contained therein), interfaces, firmware, modules, algorithms and routines (in both source code and object code form) and all documentation and materials relating to any of the foregoing.

"Sponsor Shareholders Agreement" means (i) if the Parent Recapitalization has not been consummated as of the Closing, the Shareholders Agreement in the form attached hereto as Exhibit G–1 and (ii) if the Parent Recapitalization has been consummated as of the Closing, a Shareholders Agreement upon such terms that do not materially disproportionately and adversely affect Holdings and the Stealth Sponsors in their capacities as the direct and indirect holders of Parent Stock as compared to the terms applicable to Holdings and the Stealth Sponsors set forth in the form attached hereto as Exhibit G–2.

"Subsidiary" when used with respect to any Person, means any other corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) are, as of such date, owned by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

"Tax Return" means any return, report or statement filed or required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof), including any information return, claim for refund, estimated tax return, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated, affiliated or unitary returns for any group of entities that includes the Company.

"Taxes" means (a) all federal, state, local, provincial or foreign taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, capital stock, license, escheat, unclaimed property, withholding, payroll, license, employment, severance, social security, unemployment, excise, severance, stamp, occupation, property and other taxes of any kind whatsoever, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a), and (c) any liability in respect of any items described in clauses (a) or (b) payable by reason of transferee or successor liability, Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law), or otherwise by operation of Law.

"Taxing Authority" means the IRS and any other Governmental Authority responsible for the administration of any Tax.

"[NAME] Holdings LLCA" means the [NAME] Limited Liability Company Agreement of Holdings[DATE].

"Transaction Documents" means this Agreement and each agreement, document, certificate and instrument executed in connection herewith.

"Transaction Expense Amount" means the aggregate amount of all out-of-pocket fees, costs and expenses (whether or not yet invoiced), incurred by, or on behalf of, or payable by, the Company or any of its Subsidiaries in connection with the sale process for Holdings and/or the Company Group or otherwise relating to the negotiation, preparation or execution of this Agreement or any of the other Transaction Documents or the performance or consummation of the transactions contemplated hereby or thereby, in each case, to the extent unpaid as of the Closing (but assuming that the Closing has occurred) for (a) costs, fees and expenses of outside professionals incurred by, or on behalf of or payable by, the Company Group in connection with the negotiation, execution and consummation of the transactions contemplated hereby, including all legal fees, accounting, management or other similar fees and investment banking fees and expenses, (b) change of control, transaction, retention, cash incentive, bonus, termination or severance or other payment obligations of the Company Group that become due solely as a result of the consummation of the transactions contemplated hereby to any employee, consultant, Independent Contractor or director of the Company Group, including (w) the bonuses set forth

on Schedule 1.1(b), including, for the avoidance of doubt, all such amounts payable upon or at any point following the Closing, (x) any payments in respect of the cash-out, vesting, exercise or cancellation of any equity or equity-based awards (including of Holdings) following the date hereof, including the amounts payable pursuant to any restricted unit or option cash-out, redemption and/or cancellation agreements, (y) all payments contemplated by this Agreement and (z) all obligations payable with respect to the forgiveness of any loans or promissory notes issued to the Company Group or Holdings by employees, plus, in each case, the employer portion of any associated payroll, social or national insurance contributions, Medicare, unemployment or similar obligations payable with respect thereto, (c) all amounts required to be paid to any direct or indirect equityholder of the Company or any of its Affiliates as a result of the consummation of the transactions contemplated hereby pursuant to any management, advisory or monitoring agreement and (d) all outstanding fees, costs and expenses payable by the Company Group that would constitute a Transaction Expense Amount if such definition was applied to any prior acquisition or divestiture of any business or assets by the Company Group consummated prior to the Closing Date (whether such acquisition was effected by merger, stock acquisition, asset acquisition or otherwise). The Transaction Expense Amount shall be calculated without duplication of any amounts to the extent used in the calculation of the Closing Net Working Capital or the Closing Date Indebtedness.

"Transaction Tax Deductions" means the aggregate amount (without duplication), of any U.S. federal or state income Tax deductions attributable to: (a) the Transaction Expense Amount (including compensatory payments made to employees or former employees of the Company Group included therein), (b) fees, expenses and interest (including amounts treated as interest for U.S. federal income Tax purposes) incurred in respect of the repayment of the Payoff Indebtedness Amount at the Closing, or (c) any compensatory payments made to employees or former employees of the Company Group in connection with the transactions contemplated by this Agreement to the extent such compensatory payments are included in Indebtedness or Closing Net Working Capital, and treating 70% of any component of the Transaction Expense Amount that is a success-based fee as deductible for income Tax purposes to the extent consistent with Revenue Procedure 2011-29 and applicable Law.

"Transfer Taxes" means all transfer Taxes (excluding Taxes measured in whole or in part by net income), including sales, use, excise, value-added, goods and services, stock, conveyance, registration, securities transactions, real estate transfer, stamp, documentary, notarial, filing, recording, Permit, license, any other authorization and similar Taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"Unpaid Income Taxes" means unpaid income Tax liabilities of the Company Group, whether required to be paid or withheld by the Company Group, (a) for any Pre-Closing Tax Period beginning on or after January 1, 2023 for which Tax Returns have not been filed prior to the date hereof (determined, in the case of a Straddle Period, in accordance with Section 7.7(d)) or (b) as a result of any inclusion under Section 951 or Section 951A of the Code or as a result of directly or indirectly owning an interest in an entity that is a partnership for Tax purposes, determined as if the taxable year of any relevant "foreign corporation" or entity treated

as a partnership owned (directly or indirectly) by any member of the Company Group closed on the Closing Date; provided that such amount shall: (i) not be an amount less than zero with respect to any taxpayer, jurisdiction or type of Tax, (ii) be calculated in accordance with the past practices of the Company Group in filing income Tax Returns and solely for jurisdictions in which a member of the Company Group filed Tax Returns for any tax period ending on or before December 31, 2023, or where a member of the Company Group has commenced or acquired business activities on or after January 1, 2024, (iii) be calculated taking into account estimated Tax payments, prepaid Taxes or overpayments of Tax, to the extent actually available to offset such Taxes in such jurisdiction as a matter of applicable Law, (iv) exclude any Tax refunds, (v) include all deferred revenue or prepaid amounts or other income economically received or realized by the Company or its Subsidiaries prior to the Closing Date but not yet included in income for applicable income Tax purposes, (vi) be reduced by any net operating losses, net operating loss carryforward, capital losses, capital loss carryforwards or other applicable Tax attributes, to the extent actually available to offset any such income Tax liabilities in the same jurisdiction as a matter of applicable Law, and (vii) take into account any Transaction Tax Deductions in the Pre-Closing Tax Period to the extent "more likely than not" deductible in such Tax period.

Section 1.2 Cross Reference Table. The following terms defined elsewhere in this Agreement in the Sections set forth below shall have the respective meaning therein defined:

| Term | Definition |
|---|---|
| "280G Approval" | Section 7.8 |
| "280G Waiver" | Section 7.8 |
| "Adjustments Dispute Notice" | Section 3.3(b) |
| "Affiliate Agreement" | Section 4.20 |
| "Agreement" | Preamble |
| "Attorney-Client Communications" | Section 11.9 |
| "Audited Financial Statements" | Section 4.6(a) |
| "Baseline Dispute Notice" | Section 3.6(b)(i) |
| "Baseline Report" | Section 3.6(b)(i) |
| "Certificate of Merger" | Section 2.3 |
| "Certificate of Roll-Up Merger" | Section 2.7(a) |
| "Closing" | Section 2.2 |
| "Closing Balance Sheet" | Section 3.3(b) |
| "Closing Date" | Section 2.2 |
| "Company" | Preamble |
| "Company 401(k) Plan" | Section 7.5(d) |
| "Company Disclosure Schedule" | Article IV |
| "Confidentiality Agreement" | Section 7.2 |
| "D&O Persons" | Section 7.6(a) |
| "Deferred Cash Consideration Offset" | Section 3.3(d) |
| "DGCL" | Section 2.1 |
| "DOJ" | Section 7.3(d) |
| "Effective Time" | Section 2.3 |
| "End Date" | Section 9.1(a) |
| "EPR Dispute Notice" | Section 3.6(c) |

| Term | Definition |
|---|---|
| "EPR Statement" | Section 3.6(c) |
| "Escrow Fund Shortfall" | Section 3.3(d) |
| "Estimated Closing Balance Sheet" | Section 3.3(a) |
| "Estimated Closing Cash Consideration" | Section 3.3(a) |
| "Existing Company Shares" | Section 4.3(a) |
| "FACFOA" | Section 4.11(a) |
| "Final Surviving Corporation" | Recitals |
| "Financial Statements" | Section 4.6(a) |
| "Foreign Employee Benefit Plan" | Section 4.12(g) |
| "FTC" | Section 7.3(d) |
| "Garda World Financial Statements" | Section 5.4(a) |
| "GST/HST/QST" | Section 4.8(t) |
| "Holdings" | Preamble |
| "Independent Accounting Firm" | Section 3.3(c) |
| "Initial Surviving Corporation" | Recitals |
| "Insurance Policies" | Section 4.19 |
| "Interim Financial Statements" | Section 4.6(a) |
| "Lease" | Section 4.14(a) |
| "Leased Property" | Section 4.14(a) |
| "Lower Per Share Value" | Section 7.12(a) |
| "Management Shareholders Agreement | Section 8.3(d)(vii) |
| "Material Contracts" | Section 4.18(a) |
| "Material Customers" | Section 4.21 |
| "Material Vendors" | Section 4.21 |
| "Merger" | Recitals |
| "Merger Sub I" | Preamble |
| "Merger Sub II" | Preamble |
| "Non-Party" | Section 10.2 |
| "Parent" | Preamble |
| "Parent Closing Cash Consideration Calculation" | Section 3.3(b) |
| "Parent Disclosure Schedule" | Article V |
| "Parent Preference Stock" | Section 7.13 |
| "Parent Transaction" | Section 3.6(e) |
| "Payoff Indebtedness Letter" | Section 7.9 |
| "Pre-Closing Period" | Section 6.1 |
| "Pre-Closing Statement" | Section 3.3(a) |
| "Privacy Requirements" | Section 4.17(a) |
| "Processing" | Section 4.17(a) |
| "Protected Period" | Section 7.12(a) |
| "Registered Intellectual Property" | Section 4.16(a) |
| "Regulatory Requirement" | Section 7.3(a) |
| "Requisite Approval" | Recitals |
| "Roll-up Merger" | Recitals |
| "Roll-Up Merger Effective Time" | Section 2.7(a) |
| "Sanctioned Person" | Section 4.11(a) |

| Term | Definition |
|---|---|
| "Sanctioned Territory" | Section 4.11(a) |
| "SEMA" | Section 4.11(a) |
| "Shareholder Related Party" | Section 6.4 |
| "Solvent" | Section 5.11 |
| "Sponsor Shareholders Agreement | Section 8.3(d)(vi) |
| "Stealth Management Shareholders" | Section 7.15 |
| "Stealth Sponsors" | Section 7.15 |
| "Straddle Period" | Section 7.7(e) |
| "Tail Policy" | Section 7.6(b) |
| "Tax Claim" | Section 7.7(a) |
| "Trade Control Laws" | Section 4.11(b) |
| "Waived 280G Benefits" | Section 7.8 |
| "WARN Act" | Section 4.13(f) |
| "Withholding Agents" | Section 3.8 |

Section 1.3 Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. References to "days" are to calendar days; provided, however, that any action otherwise required to be taken on a day that is not a Business Day shall instead be taken on the next succeeding Business Day. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Any reference in this Agreement to "$" or "dollars" shall mean United States dollars, unless expressly stated otherwise.

(c) Exhibits/Schedules. The exhibits and schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any schedule or exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(d) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(f) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(g) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" shall not be exclusive.

(h) Negotiation and Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

## ARTICLE II

## THE MERGERS

Section 2.1 The Merger. At the Effective Time and upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of the Delaware General Corporation Law (the "DGCL"), Merger Sub I shall be merged with and into the Company, whereupon the separate existence of Merger Sub I shall cease and the Company shall continue as the Initial Surviving Corporation and as a directly wholly-owned Subsidiary of Parent.

Section 2.2 Closing. Unless this Agreement is earlier terminated pursuant to Article IX, the closing of the transactions contemplated hereby (the "Closing") shall take place no later than the third Business Day after the satisfaction or waiver of each of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) or at such other date and time as the parties hereto may agree in writing (the "Closing Date"); provided, that Parent, Merger Sub I and Merger Sub II shall not be required to consummate the Closing prior to November 12, 2024. The Closing shall take place at the offices of [NAME] LLP (US), [ADDRESS], or virtually through electronic transfer, or at such other location as the parties hereto may agree in writing.

Section 2.3 Effective Time. At the Closing, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger in substantially the form attached hereto as Exhibit E–1 (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of the DGCL. The Merger shall become effective at the time that the Certificate of Merger is filed and accepted by the Secretary of State of the State of Delaware (the "Effective Time").

Section 2.4 Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject hereto

and thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub I shall vest in the Initial Surviving Corporation, and all debts, Liabilities and duties of the Company and Merger Sub I shall become the debts, Liabilities and duties of the Initial Surviving Corporation, and the Initial Surviving Corporation shall be a directly wholly owned Subsidiary of Parent.

Section 2.5 Certificate of Incorporation; Bylaws. At the Effective Time, the certificate of incorporation of the Initial Surviving Corporation shall be amended and restated to be in the form of the certificate of incorporation of Merger Sub I, as in effect immediately prior to the Effective Time, until thereafter amended as provided by the DGCL and such certificate of incorporation, except that all references to Merger Sub I therein shall be changed to references to the Initial Surviving Corporation. At the Effective Time, the bylaws of Merger Sub I, as in effect immediately prior to the Effective Time, shall be the bylaws of the Initial Surviving Corporation until thereafter amended as provided by the DGCL, the certificate of incorporation and such bylaws, except that all references to Merger Sub I therein shall be changed to references to the Initial Surviving Corporation.

Section 2.6 Directors and Officers. From and after the Effective Time, the directors, if any, of Merger Sub I immediately prior to the Effective Time shall be the directors, if any, of the Initial Surviving Corporation, and the officers of Merger Sub I immediately prior to the Effective Time shall be the officers of the Initial Surviving Corporation, in each case, until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Initial Surviving Corporation.

Section 2.7 The Roll-Up Merger.

(a) Immediately following the Effective Time on the Closing Date, Parent and Merger Sub II shall cause the Roll-Up Merger to be consummated by filing a Certificate of Merger in substantially the form attached hereto as Exhibit E–2 (the "Certificate of Roll-Up Merger") with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of the DGCL. The Roll-Up Merger shall become effective immediately following the Effective Time on the Closing Date (the "Roll-Up Merger Effective Time").

(b) At the Roll-Up Merger Effective Time and upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of the DGCL, the Initial Surviving Corporation shall be merged with and into Merger Sub II, whereupon the separate existence of the Initial Surviving Corporation shall cease and Merger Sub II shall continue as the Final Surviving Corporation.

(c) At the Roll-Up Merger Effective Time, the effect of the Roll-Up Merger shall be as provided in this Agreement, the Certificate of Roll-Up Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject hereto and thereto, at the Roll-Up Merger Effective Time, all the property, rights, privileges, powers and franchises of the Initial Surviving Corporation and Merger Sub II shall vest in the Final Surviving Corporation, and all debts, Liabilities and duties of the Initial Surviving Corporation

and Merger Sub II shall become the debts, Liabilities and duties of the Final Surviving Corporation.

(d) At the Roll-Up Merger Effective Time, the certificate of incorporation of Merger Sub II shall be amended and restated to be in the form of the certificate of incorporation of Initial Surviving Corporation, as in effect immediately prior to the Roll-Up Merger Effective Time, until thereafter amended as provided by the DGCL and such certificate of incorporation, except that all references to the Initial Surviving Corporation therein shall be changed to references to the Final Surviving Corporation. At the Roll-Up Merger Effective Time, the bylaws of the Initial Surviving Corporation, as in effect immediately prior to the Roll-Up Merger Effective Time, shall be the bylaws of the Final Surviving Corporation until thereafter amended as provided by the DGCL, the certificate of incorporation and such bylaws, except that all references to the Initial Surviving Corporation therein shall be changed to references to the Final Surviving Corporation.

## ARTICLE III

## CONVERSION EQUITY INTERESTS; DELIVERY OF CONSIDERATION

Section 3.1 Conversion.

(a) At the Effective Time and on the terms and subject to the conditions of this Agreement:

(i) each share of common stock, par value [AMOUNT] per share, of Merger Sub I issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub I or the Company, be converted into one validly issued, fully paid and nonassessable share of common stock, par value [AMOUNT] per share, of the Initial Surviving Corporation;

(ii) each Company Share held by the Company in its treasury or by Parent, Merger Sub I or any other Subsidiary of Parent, shall be cancelled and extinguished without any conversion thereof, and no cash or other consideration shall be delivered or deliverable in exchange therefor; and

(iii) each Company Share issued and outstanding immediately prior to the Effective Time (other than Company Shares to be cancelled in accordance with Section 3.1(a)(ii)) shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub I, the Company or any other Person, be converted into the right to receive its pro rata portion (calculated based on the total number of issued and outstanding Company Shares as of immediately prior to the Effective Time) (other than Company Shares to be cancelled in accordance with Section 3.1(a)(ii)) of the Merger Consideration.

(b) At the Roll-up Merger Effective Time and on the terms and subject to the conditions of this Agreement:

(i) each share of common stock, par value [AMOUNT] per share, of the Initial Surviving Corporation issued and outstanding immediately prior to the Roll-up Merger Effective Time shall, by virtue of the Roll-up Merger and without any action on the part of Parent, the Initial Surviving Corporation or Merger Sub II, be cancelled and extinguished without any conversion thereof, and no cash or other consideration shall be delivered or deliverable in exchange therefor; and

(ii) each share of common stock, par value [AMOUNT] per share, of Merger Sub II issued and outstanding immediately prior to the Roll-up Merger Effective Time shall, by virtue of the Roll-up Merger and without any action on the part of Parent, the Initial Surviving Corporation or Merger Sub II, remain unchanged and continue to remain outstanding.

Section 3.2 Escrow.

(a) At the Closing, (i) Parent, Holdings and the Escrow Agent shall enter into the Escrow Agreement and (ii) Parent shall deliver the Escrow Amount to the Escrow Agent in accordance therewith. The Escrow Agent shall hold the Escrow Amount on behalf of Holdings to satisfy any obligations of Holdings pursuant to Section 3.3. The Escrow Amount shall be retained and disbursed by the Escrow Agent in accordance with the terms of this Agreement and the Escrow Agreement.

(b) Parent and Holdings shall instruct the Escrow Agent to disburse the Escrow Fund in accordance with the terms of this Agreement and the Escrow Agreement, including by issuing joint written instructions to the Escrow Agent within three Business Days after the date on which any amounts from the Escrow Fund are required to be released. Parent shall be responsible for the fees and expenses of the Escrow Agent.

Section 3.3 Adjustment to Closing Cash Consideration.

(a) No later than five (and no earlier than ten) Business Days prior to the Closing Date, the Company shall deliver to Parent a statement (the "Pre-Closing Statement") reflecting (i) the Company's good faith estimate of (A) the Closing Net Working Capital, the Closing Cash, the Closing Date Indebtedness, the Transaction Expense Amount, the Interim Investment Amount, the [NAME] Loan Repayment Amount and the resulting calculations of the Closing Cash Consideration (the "Estimated Closing Cash Consideration") and Closing Net Cash Consideration, (B) the calculation of the Closing Parent Stock Consideration, (C) wire instructions for each recipient of Payoff Indebtedness and Transaction Expense Amounts to be paid by Parent on the Company Group's behalf (including for the Company Group, in the case of any such amounts to be paid by the Company Group (if applicable, through the Company Group's payroll system and subject to withholding)), along with invoices and other similar supporting documentation therefor, and (D) a consolidated balance sheet of the Company Group as of immediately prior to the Closing (the "Estimated Closing Balance Sheet"), in each case of clauses (A) through (D), which the Company shall prepare in a manner consistent with this Agreement and the Accounting Principles, and (ii) reasonable supporting information used by the Company in the preparation of the items in clauses (A) through (D). The Company shall give due and reasonable consideration in good faith to any comments made by Parent at least two

Business Days prior to the Closing and shall otherwise cooperate in good faith to answer any questions and resolve any issues raised by Parent and its representatives in connection with their review of the items in clauses (A) through (D) prior to the Closing, including by providing Parent and its representatives commercially reasonable access to all relevant Books and Records and any work papers (including those of the accountants of the Company Group, subject to the execution of appropriate agreements with such accountants) relating to the preparation and calculation of such items; provided, that, for the avoidance of doubt, if the Company disagrees with any comments made by Parent, the position of the Company with respect to such disagreement shall control for purposes of the Closing (without limiting the post-Closing procedures in this Section 3.3); provided, further, that nothing in this Section 3.3(a) shall have the effect of preventing or delaying the Closing.

(b) As soon as practicable following the Closing Date, but in no event later than 90 days after the Closing Date, Parent shall prepare and deliver to Holdings (i) Parent's good faith calculation of the Closing Cash Consideration (and the components thereof) (the "Parent Closing Cash Consideration Calculation") and (ii) a consolidated balance sheet of the Company Group as of immediately prior to the Closing (the "Closing Balance Sheet"), in each case of clauses (i) and (ii), which Parent shall prepare in a manner consistent with this Agreement and the Accounting Principles. Holdings and its accounting and other advisors shall have the right to review all records, work papers (subject to execution and delivery of appropriate agreements with the Company's accountants) and calculations related to the Parent Closing Cash Consideration Calculation. Holdings shall have 45 days after delivery of the Parent Closing Cash Consideration Calculation to notify Parent in writing (such notice, an "Adjustments Dispute Notice") of any discrepancy in, or disagreement with, the items reflected in the Parent Closing Cash Consideration Calculation (and specifying the amount in dispute and setting forth in reasonable detail the basis for such discrepancy or disagreement).

(c) Parent and Holdings shall cooperate in good faith to resolve the matters described in any Adjustments Dispute Notice and, to the extent they cannot resolve all such matters within 30 days after Holdings' delivery of the Adjustments Dispute Notice (or such longer period as Holdings and Parent may agree in writing), such unresolved matters shall be submitted for review and final determination by [NAME] LLP (the "Independent Accounting Firm"), acting as an expert and not as an arbiter. The review of the Independent Accounting Firm shall be limited to the matters set forth in the Adjustments Dispute Notice (to the extent unresolved), and the resolution of such matters and the determination of the Closing Cash Consideration by the Independent Accounting Firm shall be (i) in writing, (ii) made in a manner consistent with this Agreement and the Accounting Principles, (iii) with respect to any specific matter, no greater than the higher amount calculated by Parent or Holdings, as the case may be, and no lower than the lower amount calculated by Parent or Holdings, as the case may be, (iv) made as promptly as practicable after the submission of such discrepancies and disagreements to the Independent Accounting Firm (and Parent and Holdings shall direct the Independent Accounting Firm to make such determination no later than 30 days after the date of submission), and (v) final and binding upon, and non-appealable for all purposes hereof, absent fraud or manifest error. All expenses and fees of the Independent Accounting Firm shall be paid by Holdings, on the one hand, and Parent, on the other hand, in inverse proportion based on their relative success with respect to the matters submitted to the Independent Accounting Firm to review (for example, if Holdings claims that the appropriate adjustments are $1,000 greater than

the amount determined by Parent and if the Independent Accounting Firm ultimately resolves the dispute by awarding to Holdings $300 of the $1,000 contested, then the fees, costs and expenses of the Independent Accounting Firm shall be allocated 30% (i.e., 300 divided by 1,000) to Parent and 70% (i.e., 700 divided by 1,000) to Holdings).

(d) Within three Business Days after the final determination of the Closing Cash Consideration pursuant to Section 3.3(b) or Section 3.3(c), (i) to the extent the Closing Cash Consideration as finally determined pursuant to Section 3.3(b) or Section 3.3(c) exceeds the Estimated Closing Cash Consideration, then Parent shall or shall cause the Final Surviving Corporation to pay the lesser of (A) the amount of such excess and (B) an amount equal to the Escrow Amount plus the amount equal to the Deferred Cash Consideration to Holdings (or its designee), and Holdings and Parent shall jointly instruct the Escrow Agent to disburse the Escrow Fund to Holdings (or its designee), and (ii) to the extent the Estimated Closing Cash Consideration exceeds the Closing Cash Consideration as finally determined pursuant to Section 3.3(b) or Section 3.3(c), then (A) Holdings and Parent shall jointly instruct the Escrow Agent to disburse the amount of such excess to the Final Surviving Corporation from the Escrow Fund, (B) to the extent the Escrow Fund is not sufficient cover, and is less than, such excess amount (such shortfall, the "Escrow Fund Shortfall"), the Deferred Cash Consideration shall be reduced on a dollar-for-dollar basis by the amount of such Escrow Fund Shortfall in the form of an offset against, first, the amount of the first installment pursuant to Section 3.5(a)(i), second, the amount of the second installment pursuant to Section 3.5(a)(ii) and, last, the third installment pursuant to Section 3.5(a)(iii) (such reduction and offset, the "Deferred Cash Consideration Offset") and (C) to the extent of the then remaining balance of the Escrow Fund after giving effect to the disbursement pursuant to the immediately preceding clause (A), to disburse the balance of the Escrow Fund, if any, to Holdings. For the avoidance of doubt, (i) the Escrow Fund and the Deferred Cash Consideration Offset shall be Parent's and the Final Surviving Corporation's sole source of recovery with respect to any amount owed to them pursuant to this Section 3.3(d), and neither Parent nor the Final Surviving Corporation shall have any recovery to the extent such amount exceeds the sum of the Escrow Fund and the amount equal to the Deferred Cash Consideration and (ii) an amount equal to the Escrow Amount plus the amount equal to the Deferred Cash Consideration shall be Holdings' sole source of recovery with respect to any amount payable by Parent pursuant to this Section 3.3(d), and Holdings shall have no recovery to the extent such amount exceeds an amount equal to the Escrow Amount plus the amount of the Deferred Cash Consideration. Any payments made with respect to adjustments made pursuant to this Section 3.3(d) shall be deemed to be, and each party hereto shall treat such payments as, an adjustment to the Closing Cash Consideration for all income Tax purposes to the extent permitted by Law.

Section 3.4 Closing Payments.

(a) At the Closing, Parent shall deliver or cause to be delivered the following, all as set forth on the Pre-Closing Statement:

(i) to the applicable recipients thereof, the applicable amount of Payoff Indebtedness Amount set forth in the Payoff Indebtedness Letter or the Pre-Closing Statement, as applicable;

(ii) to the applicable recipients thereof, each of their applicable portion of the Transaction Expense Amount (including, as applicable, to the Company Group with respect to such amounts to be paid by Company Group (if applicable, through the Company Group's payroll system and subject to withholding, in which case, Parent shall cause the Company Group to effect such payments no later than three Business Days after the Closing or as otherwise specified in this Agreement, net of applicable withholding));

(iii) to the Escrow Agent, the Escrow Amount, in accordance with Section 3.1(b); and

(iv) to Holdings, the Closing Parent Stock Consideration and the Closing Cash Consideration Note.

(b) Immediately upon the Roll-Up Merger Effective Time, Parent shall cause the Final Surviving Corporation to pay to Holdings (or its designee) the Closing Net Cash Consideration, in full and final satisfaction of the Closing Cash Consideration Note.

Section 3.5 Deferred Cash Consideration.

(a) Following the Closing, Parent (or New Parent, as applicable) shall cause the Final Surviving Corporation to pay the Deferred Cash Consideration as follows:

(i) on the first anniversary of the Closing Date, cash in an aggregate amount equal to [AMOUNT] (subject to the Deferred Cash Consideration Offset, if any, pursuant to Section 3.3(d));

(ii) on the second anniversary of the Closing Date, cash in an aggregate amount equal to [AMOUNT] (subject to the Deferred Cash Consideration Offset, if any, pursuant to Section 3.3(d)); and

(iii) on the third anniversary of the Closing Date, cash in an aggregate amount equal to [AMOUNT] (subject to the Deferred Cash Consideration Offset, if any, pursuant to Section 3.3(d));

provided, that each payment of the Deferred Cash Consideration payable pursuant to any of the foregoing clauses (i), (ii) and (iii) of this Section 3.5(a) shall be reduced by the amount of any fees or expenses that become payable by the Company Group in connection therewith to financial advisors or investment bankers engaged in connection with the transactions contemplated hereby pursuant to any Contract entered into prior to the Closing (but only to the extent such amount has not been accounted for in the calculation of the Closing Cash Consideration and is actually paid by Parent (or New Parent) or its applicable Affiliate to any such financial advisor or investment banker in good faith consultation with Holdings).

(b) Parent (or New Parent, as applicable) shall cause the Final Surviving Corporation to make each payment of Deferred Cash Consideration pursuant to Section 3.5(a) to Holdings (or its designee). All payments made pursuant to this Section 3.5 shall be without interest.

Section 3.6 Equity Participation Right.

(a) Equity Participation Right Amount. If the Combined Business achieves a CAGR greater than or equal to the CAGR Minimum Threshold, then the aggregate amount of the Equity Participation Right shall equal the sum of (i) [AMOUNT], *plus* (ii) an amount equal to (A) [AMOUNT], *multiplied by* (B) a percentage equal to (I)(x) the lesser of the CAGR and the CAGR Maximum Threshold *minus* (y) the CAGR Minimum Threshold *divided by* (II) an amount equal to (x) the CAGR Maximum Threshold *minus* (y) the CAGR Minimum Threshold. For the avoidance of doubt: (1) if the CAGR is less than the CAGR Minimum Threshold, the aggregate amount of the Equity Participation Right shall equal zero; and (2) in no event shall the aggregate amount of the Equity Participation Right exceed [AMOUNT].

(b) Information Rights; Reports.

(i) No later than March 31, 2025, Parent shall prepare and deliver to Holdings a written statement (the "Baseline Report") setting forth in reasonable detail Parent's calculation of the Consolidated Gross Revenue for the 12-month period ending January 31, 2025. Holdings and its accounting and other advisors shall have the right to review all records, work papers (subject to execution and delivery of appropriate non-disclosure agreements with Parent's and the Company's accountants) and calculations to the extent related to the Baseline Report. Holdings shall have 30 days after delivery of the Baseline Report in which to notify Parent in writing (such notice, a "Baseline Dispute Notice") of any discrepancy in, or disagreement with, the items reflected in the Baseline Report (and specifying the amount in dispute and setting forth in reasonable detail the basis for such discrepancy or disagreement). If Holdings does not so deliver a Baseline Dispute Notice, the Baseline Report shall be final and binding. Parent and Holdings shall cooperate in good faith to resolve the matters described in any Baseline Dispute Notice and, to the extent they cannot resolve all such matters within 30 days after Holdings' delivery of the Baseline Dispute Notice (or such longer period as Holdings and Parent may agree in writing), such unresolved matters shall be submitted for review and final determination by the Independent Accounting Firm in accordance with the procedures set forth in Section 3.3(c) (including those relating to the fees and expenses of the Independent Accounting Firm).

(ii) No later than March 31, 2026 and March 31, 2027, Parent shall prepare and deliver to Holdings a written statement setting forth in reasonable detail Parent's calculation of the Consolidated Gross Revenue for the 12-month period ending January 31, 2026 and January 31, 2027, respectively. Holdings and its accounting and other advisors shall have the right to review all records, work papers (subject to execution and delivery of appropriate non-disclosure agreements with Parent's and the Company's accountants) and calculations to the extent related thereto.

(iii) From the Closing Date through the end of the Performance Period, Holdings and its accounting and other advisors shall have the right, not more than once per calendar year, upon reasonable written notice to Parent, to have reasonable access to Parent's and the Company's accountants to review all records, work papers (subject to execution and delivery of appropriate non-disclosure agreements with Parent's and the

Company's accountants) and calculations, in each case, related to the Consolidated Gross Revenue.

(c) Determination of the Equity Participation Right. No later than 60 days following the end of the Performance Period, Parent shall prepare and deliver to Holdings a written statement (the "EPR Statement") setting forth in reasonable detail Parent's calculations of the CAGR and the resulting aggregate amount of the Equity Participation Right. Holdings and its accounting and other advisors shall have the right to review all records, work papers (subject to execution and delivery of appropriate non-disclosure agreements with Parent's and the Company's accountants) and calculations to the extent related to the EPR Statement. Holdings shall have 30 days after delivery of the EPR Statement to notify Parent in writing (such notice, an "EPR Dispute Notice") of any discrepancy in, or disagreement with, the items reflected in the EPR Statement (and specifying the amount in dispute and setting forth in reasonable detail the basis for such discrepancy or disagreement). If Holdings does not so deliver an EPR Dispute Notice, the EPR Statement shall be final and binding. Parent and Holdings shall cooperate in good faith to resolve the matters described in any EPR Dispute Notice and, to the extent they cannot resolve all such matters within 30 days after Holdings' delivery of the EPR Dispute Notice (or such longer period as Holdings and Parent may agree in writing), such unresolved matters shall be submitted for review and final determination by the Independent Accounting Firm in accordance with the procedures set forth in Section 3.3(c) (including those relating to the fees and expenses of the Independent Accounting Firm).

(d) Payment of the Equity Participation Right. Upon the later of July 31, 2028 or five Business Days after the final determination of the aggregate amount of the Equity Participation Right, Parent (or New Parent, as applicable) shall cause the Final Surviving Corporation to pay in cash to Holdings (or its designee), the aggregate amount of the Equity Participation Right; provided, that such aggregate amount of the Equity Participation Right that becomes payable pursuant to this Section 3.6(d) shall be reduced by the amount of any fees or expenses that become payable by the Company Group in connection therewith to financial advisors or investment bankers engaged in connection with the transactions contemplated hereby pursuant to any Contract entered into prior to the Closing (but only to the extent such amount has not been accounted for in the calculation of the Closing Cash Consideration and is actually paid by Parent (or New Parent) or its applicable Affiliate to any such financial advisor or investment banker in good faith consultation with Holdings).

(e) Acceleration. The applicable amount of the Equity Participation Right shall automatically become due and payable upon (i) a liquidation, dissolution or winding up of Parent or Parent's Subsidiaries operating all or substantially all of the Combined Business, or a bankruptcy or similar proceeding initiated with respect to Parent or such Subsidiaries, or (ii) the consummation of (A) a direct or indirect sale (in one or a series of related transactions and whether by merger, consolidation, asset sale, stock sale or otherwise) of all or substantially all of the Combined Business to any Person (other than to Parent or any of its Affiliates) or (B) a recapitalization involving Parent (other than the Parent Recapitalization) as a result of which the equityholders of Parent as of immediately prior to the consummation thereof cease to own, directly or indirectly, at least a majority of the equity interests or voting power of Parent as of immediately following the consummation thereof (each of clauses (i) and (ii), a "Parent Transaction"); provided that (i) if a Parent Transaction is consummated on or prior to the date

that is 24 months following the Closing Date, then (A) the Performance Period shall be deemed to be the 12-month period ending upon the consummation of such Parent Transaction and (B) the CAGR Maximum Threshold shall be deemed to be 14% (but, for the avoidance of doubt, there shall be no adjustment to the CAGR Minimum Threshold), and (ii) if a Parent Transaction is consummated following the date that is 24 months following the Closing Date, the Performance Period shall be deemed to be the 12-month period ending upon the consummation of the Parent Transaction (with no adjustment to the CAGR Maximum Threshold or the CAGR Minimum Threshold); provided, further, that any amount of the Equity Participation Right that becomes payable pursuant to this Section 3.6(e) shall be reduced by the amount of any fees or expenses that become payable by the Company Group in connection therewith to financial advisors or investment bankers engaged in connection with the transactions contemplated hereby pursuant to any Contract entered into prior to the Closing (but only to the extent such amount has not been accounted for in the calculation of the Closing Cash Consideration and is actually paid by Parent (or New Parent) or its applicable Affiliate to any such financial advisor or investment banker in good faith consultation with Holdings).

(f) Conduct of Combined Business. The parties acknowledge that, following the Closing, Parent shall be free to operate the Combined Business in its absolute discretion; provided that Parent (i) shall, and shall cause its Subsidiaries (including the Company Group) conduct the Combined Business exclusively within the Company Group and ECAMSECURE (and its Subsidiaries) (provided, however, that Parent shall not be obligated to contribute the business of the Company Group to ECAMSECURE or its Subsidiaries or contribute the business of ECAMSECURE or its Subsidiaries to the business of the Company Group or otherwise combine the businesses of the Company Group and ECAMSECURE and its Subsidiaries) and (ii) Parent shall not, and shall not cause its Subsidiaries (including the Company Group), to take any actions with the primary purpose of reducing or avoiding payment of the Equity Participation Right.

Section 3.7 No Further Ownership Rights in Company Shares. As of the Effective Time, all Company Shares outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and Holdings shall cease to have any rights with respect to the Company Shares, except for the right to receive the applicable consideration specified in Section 3.1, and any other amounts payable under this Article III (other than Company Shares to be cancelled in accordance with Section 3.1(a)(ii)).

Section 3.8 Withholding. Each of Parent, Merger Sub I, Merger Sub II, the Company, the Initial Surviving Corporation, the Final Surviving Corporation, the Escrow Agent and any other applicable withholding agent (collectively, the "Withholding Agents") shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as are required to be deducted or withheld therefrom or in connection therewith under the Code or any provision of state, local or foreign Tax Law. To the extent such amounts are so deducted or withheld and timely paid to the applicable Taxing Authority in accordance with applicable Law, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. If Parent believes that it is required to deduct or withhold such amounts, other than as a result of the failure of the Company to deliver any certificate specified in Section 8.3(d)(iii) or the failure of

any Person to deliver an IRS Form W-8 or IRS Form W-9, or with respect to compensatory amounts, Parent shall use commercially reasonable efforts to provide reasonable advance notice to and consult in good faith with the applicable Person in advance of any such deduction or withholding and provide such Person an opportunity to reduce or eliminate any such deduction or withholding, including by providing any appropriate Tax forms, including IRS Form W-9 or the appropriate series of IRS Form W-8, as applicable, or any similar information.

Section 3.9 Transfer Books. The transfer books of the Company shall be closed immediately upon the effectiveness of the Effective Time, and there shall be no further registration of transfers of Company Shares thereafter on the records of the Company.

Section 3.10 Taking of Necessary Action; Further Action; Wrong Pockets. If at or any time after the Effective Time any further action is necessary or desirable to vest Parent with control over, and to vest, perfect, or confirm of record or otherwise in the Initial Surviving Corporation or the Final Surviving Corporation any and all right, title and possession to, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Initial Surviving Corporation or the Final Surviving Corporation, as applicable, and Parent shall, in the name of their respective corporations or otherwise, be fully authorized to take all such lawful and necessary action. If, following the Closing, any right, property or asset used in the business of the Company Group on or prior to the Closing is found to have been retained by Holdings or an Affiliate thereof, either directly or indirectly, Holdings shall transfer, or shall cause such Affiliate to transfer, for no consideration, such right, property or asset as soon as practicable to Parent or an Affiliate thereof (including a member of the Company Group) designated by Parent.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in a document of even date herewith and delivered by the Company to Parent concurrently with the execution and delivery of this Agreement and referring by numbered section (and, where applicable, by lettered subsection) to the representations and warranties in this Article IV (the "Company Disclosure Schedule"), regardless of whether the applicable section of the Company Disclosure Schedule is expressly referenced in this Article IV, the Company hereby represents and warrants to Parent, Merger Sub I and Merger Sub II as follows as of the date hereof and as of the Closing Date; provided, however, that any information set forth in a Section or subsection of the Company Disclosure Schedule shall be deemed to be disclosed for purposes of, and shall qualify, the corresponding Section or subsection of this Agreement and any other Section or subsection of this Agreement, where it is reasonably apparent on the face of such information that such information applies to such other Section or subsection:

Section 4.1 Organization and Good Standing.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently

conducted. The Company is duly qualified or licensed to do business as a foreign entity and is in good standing in all jurisdictions in which the nature of the Company's business requires such qualification or licensing, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have Material Adverse Effect.

(b) The Company has made available to Parent true, correct and complete copies of the Company Corporate Records as currently in effect and reflecting any and all amendments thereto through the date hereof. The Company Corporate Records have been maintained in accordance with applicable Law in all material respects and contain complete and accurate copies of each such entity's articles and by-laws, or other constating or Organizational Documents, and, in all material respects, (i) the minutes of all meetings of the board of directors, committees of directors, shareholders, managers, or members, as applicable, and (ii) all written resolutions or consents passed by the directors, committees of directors, shareholders, managers, or members, as applicable, since their respective formations.

Section 4.2 Authorization of Agreement. Each of the Company and Holdings has all requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be party and to consummate the Merger and the other transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the other Transaction Documents to which the Company or Holdings (as applicable) is or will be a party and the consummation of the Merger and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on behalf of the Company or Holdings (as applicable) without any further action on the part of the Company or Holdings (as applicable), its board of directors or board of managers (as applicable) or Holdings (in its capacity as the sole equityholder of the Company) or the equityholders of Holdings (as applicable). This Agreement has been and each other Transaction Document to be executed by the Company or Holdings (as applicable) will be duly and validly executed and delivered by the Company or Holdings (as applicable) and, assuming due authorization, execution and delivery of this Agreement and such other Transaction Documents by Parent, Merger Sub I and Merger Sub II (and any other parties thereto), this Agreement and such other Transaction Documents constitute or will constitute when executed and delivered legal, valid and binding obligations of the Company or Holdings (as applicable), enforceable against the Company or Holdings (as applicable) in accordance with their terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or fraudulent transfer or other similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by general equitable principles.

Section 4.3 Capitalization.

(a) The issued and outstanding shares of capital stock of the Company consist of [AMOUNT] shares of common stock, par value [AMOUNT] per share (the "Existing Company Shares"), all of which are held by Holdings. No Person other than Holdings has any right, interest or claim in or to any Equity Interests of the Company or to any additional or different Equity Interests of the Company. There are no issued or outstanding Equity Interests of the Company other than the Existing Company Shares. All of the issued and outstanding Equity Interests of the Company have been duly authorized, validly issued and are fully paid and are free and clear of all Liens

(other than Liens imposed under applicable securities Laws). None of the Equity Interests of the Company were issued in violation of any preemptive rights, purchase or call options, rights of first offer or refusal, subscription rights or similar rights or any applicable Laws or are subject to any unsatisfied capital commitments. None of the issued and outstanding shares of capital stock of the Company are a compensatory interest that is subject to vesting or otherwise subject to a "substantial risk of forfeiture" within the meaning of Section 83 of the Code.

(b) There are no (i) appraisal rights, preemptive rights, rights of first refusal or similar rights on the part of any holders of any class of securities of the Company, (ii) subscriptions, options, restricted stock, warrants, conversion, exchange or other rights, agreements, commitments, arrangements or understandings of any kind obligating the Company, contingently or otherwise, to issue or sell, or cause to be issued and sold (or purchase or otherwise acquire or cause to be purchased or otherwise acquired), any Equity Interests of the Company or any securities convertible into or exchangeable for any such Equity Interests, or (iii) stockholder agreements, voting trusts or other agreements or understandings to which the Company is a party or to which the Company is bound relating to the voting, issuance, sale, purchase, redemption or other acquisition of any Equity Interests of the Company.

(c) Holdings was organized solely for the purpose of holding the equity interests of the Company and has not engaged in any activities or business, has no and has never had any assets (other than the equity interests of the Company), operations or employees, has never entered into, otherwise become bound by or been subject to, any Contracts, and has incurred no Liabilities or obligations whatsoever, in each case other than those incidental to its organization (including indemnification agreements with directors, managers and officers of Holdings and the Company Group and Contracts with certain of the Holdings Members or their Affiliates, in each case, true and complete copies of which have been made available to Parent prior to the date of this Agreement), its ownership of the equity interests of the Company and the execution of this Agreement and the consummation of the transactions contemplated hereby. Section 4.3(c) of the Company Disclosure Schedule set forth a list, as of the date hereof, of each Holdings Member and the type and amount or number of equity interests of Holdings owned by such Holdings Member.

Section 4.4 Subsidiaries.

(a) Section 4.4(a) of the Company Disclosure Schedule sets forth a list of each Subsidiary of the Company, together with its jurisdiction of organization, formation or incorporation, as applicable. Each of the Company Subsidiaries is a legal entity duly organized, validly existing and in good standing (or the equivalent) under the laws of the jurisdiction of its organization, and has full corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted. Each Company Subsidiary is duly qualified or licensed to do business as a foreign entity and is in good standing in all jurisdictions in which the nature of such Company Subsidiary's business requires such qualification or licensing, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Such Company Subsidiaries are the only direct or indirect Subsidiaries of the Company and, except for ownership of other Company Subsidiaries as set forth in Section 4.4(a) of the Company

Disclosure Schedule, none of the Company or the Company Subsidiaries own any Equity Interest (or right to acquire any Equity Interest) in any other Person.

(b) Section 4.4(b) of the Company Disclosure Schedule lists, for each Company Subsidiary, the Equity Interests of such Company Subsidiary that are authorized, the Equity Interests of such Company Subsidiary that are issued and outstanding and the Persons owning such issued and outstanding Equity Interests and the number of shares or equity interests held by each such Persons. All issued and outstanding Equity Interests of the Company Subsidiaries (i) have been duly authorized (if applicable) and validly issued and are fully paid and nonassessable and have not been issued in violation of any preemptive or similar right or any applicable Laws, (ii) are legally and beneficially owned by the Company, by one or more wholly owned Company Subsidiaries or by the Company and one or more wholly owned Company Subsidiaries, and (iii) are free and clear of any Liens, except for Permitted Liens and restrictions imposed by applicable securities Laws.

(c) There are no (i) appraisal rights, preemptive rights, rights of first refusal or similar rights on the part of any holders of any class of securities of any Company Subsidiary, (ii) subscriptions, options, restricted stock, warrants, conversion, exchange or other rights, agreements, commitments, arrangements or understandings of any kind obligating any Company Subsidiary, contingently or otherwise, to issue or sell, or cause to be issued and sold, any Equity Interests of any Company Subsidiary or any securities convertible into or exchangeable for any such Equity Interests, or (iii) stockholder agreements, voting trusts or other agreements or understandings to which any Company Subsidiary is a party or to which any Company Subsidiary is bound relating to the voting, issuance, sale, purchase, redemption or other acquisition of any Equity Interests of any Company Subsidiary.

Section 4.5 Conflicts; Consents of Third Parties.

(a) Except as set forth in Section 4.5(a) of the Company Disclosure Schedule, neither the execution and delivery of this Agreement and the other Transaction Documents by the Company or Holdings to which it is or will be party, nor the performance of the Company's or Holdings' obligations hereunder or thereunder, directly or indirectly: (i) conflict with, breach or violate the Organizational Documents of any member of the Company Group or Holdings; (ii) subject to obtaining the Consents referred to in Section 4.5(a), conflict with, violate, breach or result in a default under (with or without the giving of notice or the lapse of time), or give rise to a right of termination, cancellation, acceleration of any obligation under, or result in the loss of any material right under, any Contract or Permit to which any member of the Company Group is a party or by which any member of the Company Group or its properties or assets are bound, or result in the creation or imposition of any Liens other than Permitted Liens on any of its properties or assets, or (iii) subject to obtaining the Consents referred to in Section 4.5(b), conflict with, breach or violate any applicable Law, Privacy Requirement, or Order applicable to any member of the Company Group or Holdings or by which any properties or assets of the Company Group or Holdings may be bound or subject, except in the case of clauses (ii) or (iii) for such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations and Liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as may be required under the HSR Act, the filing of the Certificate of Merger with the Delaware Secretary of State, filings with or Consents from Governmental Authorities required as a result of the attributes of Parent or any of its Affiliates or as set forth in Section 4.5(b) of the Company Disclosure Schedule, no Consent is required to be obtained from or filed by any member of the Company Group or Holdings with any Governmental Authority in connection with the execution and delivery of this Agreement or any other Transaction Document by the Company or Holdings or the performance of its obligations hereunder or thereunder, except for such Consents that, if not obtained, would not reasonably be expected to have a Material Adverse Effect.

Section 4.6 Financial Statements.

(a) Section 4.6(a) of the Company Disclosure Schedule sets forth true, complete and correct copies of (i) the audited consolidated balance sheets of Holdings and its Subsidiaries as of October 31, 2021, 2022 and 2023, and the related audited consolidated statements of income or loss (as applicable), unitholders' equity and cash flows for the fiscal years then ended (the "Audited Financial Statements"), and (ii) the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of June 30, 2024 and the related unaudited consolidated statements of income or loss (as applicable) for the 8-month period then ended (the "Interim Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved and fairly present, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows of Holdings and its Subsidiaries as at the dates thereof or for the periods presented therein (subject, in the case of the Interim Financial Statements, to the absence of footnotes and to normal and recurring year-end adjustments which are not, individually or in the aggregate, material in amount or effect).

(b) The Financial Statements have been prepared from, and in accordance with, the Books and Records of Holdings and its Subsidiaries, which, (i) have been maintained in all material respects in compliance with applicable accounting requirements, (ii) have been fully, properly and accurately kept and completed in all material respects, (iii) have been true and complete in all material respects, and (iv) have correctly and accurately reflected all material dealings and transactions in respect of the business, assets, liabilities and affairs of Holdings and its Subsidiaries. The Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available to the Company or the Subsidiaries in the ordinary course. Since January 1, 2021, there has not been any fraud, whether or not material, that involves management or other employees of Holdings or any of its Subsidiaries who have a role in such Person's internal controls over financial reporting.

(c) All of the accounts receivable of the Company Group arose from bona fide transactions entered into by the Company Group involving the actual sale of goods or the actual rendering of services in the ordinary course of business consistent with past practice and are payable on ordinary trade terms. None of the accounts or notes receivable of the Company Group (i) are subject to any valid set-off or counterclaim, (ii) represent obligations for goods sold

on consignment, on approval or on a sale-or-return basis or subject to any other repurchase or return arrangement. There is no Lien (other than Permitted Liens) on any accounts receivable of the Company Group, and no written request or agreement for deduction or discount has been made with respect to any accounts receivable of the Company Group.

(d) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, an "off balance sheet arrangement" within the meaning of Item 303 of Regulation S-K of the U.S. Securities and Exchange Commission.

(e) No member of the Company Group has any Liabilities, other than (i) as reflected in the Financial Statements or the notes thereto, (ii) Liabilities incurred in the ordinary course of business since the date of the Interim Financial Statements (none of which is a Liability for breach of contract or violation of applicable Law) that have not had, and would not, individually or in the aggregate, be reasonably expected to have, a Material Adverse Effect, (iii) Liabilities and obligations that are disclosed in Section 4.6(e) of the Company Disclosure Schedule or relate to the subject matter of another representation or warranty set forth in this Article IV, but do not meet a materiality, dollar or other threshold set forth in such representation or warranty, and (iv) Liabilities or obligations incurred pursuant to the terms of this Agreement.

(f) The Company and its Subsidiaries maintain systems of internal accounting controls that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in all material respects. There are no material weaknesses or significant deficiencies in the Company's or Company Subsidiaries' internal controls likely to adversely affect in any material respect their ability to record, process, summarize or report financial information.

(g) Section 4.6(g) of the Company Disclosure Schedule sets forth all outstanding Indebtedness of the Company Group and, for each such item of Indebtedness, identifies the counterparty and the principal amount of Indebtedness outstanding as of the date of this Agreement.

Section 4.7 Events Subsequent to Financial Statements.

(a) Since October 31, 2023 through the date hereof, other than in connection with the transactions contemplated by this Agreement and except as disclosed in Section 4.7 of the Company Disclosure Schedule, (i) the Company Group has conducted, in all material respects, their respective businesses in the ordinary course of business and (ii) there has not occurred any action, omission or event that, had it occurred or failed to occur after the date of this Agreement, would have required the consent of Parent under Section 6.2.

(b) Since October 31, 2023, no Material Adverse Effect has occurred.

Section 4.8 Taxes.

(a) The members of the Company Group have timely filed all income and other material Tax Returns required to be filed by or with respect to any of them, and all such Tax Returns are true, complete and correct in all material respects and prepared in compliance in all material respects with applicable Laws. All Taxes (whether or not shown to be due on such

Tax Returns) due and payable by each member of the Company Group have been timely paid and all Taxes not yet due or payable by any member of the Company Group have been adequately accrued and reserved in accordance with GAAP.

(b) No member of the Company Group is a beneficiary of, or has received a request from a Taxing Authority with respect to, any unexpired waiver or extension of any statute of limitations with respect to the assessment or collection of any material amount of Tax for which any member of the Company Group may be liable, nor has any member of the Company Group applied for any such waiver or extension. No member of the Company Group currently is the beneficiary of any extension of time within which to file any material Tax Return not yet due, except for automatic extensions of time received in the ordinary course of business, nor has any member of the Company Group applied for any such extension.

(c) No written claim has been made by a Taxing Authority in a jurisdiction where any member of the Company Group does not file Tax Returns that any member of the Company Group is or may be subject to taxation by that jurisdiction or to a Tax Return filing requirement, which written claim has not been fully and finally resolved.

(d) There are no Liens for Taxes on the assets of the Company Group other than Permitted Liens.

(e) No Legal Proceeding with respect to Taxes of any member of the Company Group is pending or has been threatened in writing. No deficiency for any material Taxes has been asserted, assessed or proposed in writing by any Taxing Authority against any member of the Company Group.

(f) No member of the Company Group has ever been a member of a group filing a consolidated, joint, unitary or combined Tax Return, other than the affiliated group of corporations (within the meaning of Code Section 1504(a) or any similar provision of applicable Law) of which Stealth Topco Inc. is the common parent and which includes only members of the Company Group. No member of the Company Group has any liability (pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. applicable Law), as a transferee or successor, assumption, by Contract, or otherwise) for Taxes of any Person other than members of the affiliated group of corporations (within the meaning of Code Section 1504(a) or any similar provision of applicable Law) of which Stealth Topco Inc. is the common parent and which includes only the members of the Company Group. No member of the Company Group is a party to or bound by any Tax sharing, indemnification, allocation or similar agreement or arrangement (or any agreement requiring any member of the Company Group to pay any amount to any Person with respect to the receipt of a Tax refund or the utilization of a new operating loss or other Tax asset), in each case other than commercial contracts that are entered into in the ordinary course of business the primary purposes of which is not related to Taxes.

(g) Each member of the Company Group has timely collected or withheld any material Taxes required to be collected or withheld for all periods for which the statute of limitations has not yet expired, and has paid or remitted on a timely basis all material Taxes

required to be so paid or remitted to the applicable authority or depository and has filed all material Tax Returns required to be filed with respect thereto.

(h) No member of the Company Group is or has been a party to any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b)(1).

(i) Section 4.8(i) of the Company Disclosure Schedule correctly sets forth (i) the U.S. federal income entity classification of each member of the Company Group and (ii) each entity classification election that has been filed pursuant to Section 301.7701-3 of the U.S. Treasury Regulations with respect to the Company Group.

(j) Except as set forth in Section 4.8(j) of the Company Disclosure Schedule, no member of the Company Group has (i) deferred, extended or delayed the payment of the employer's share of any "applicable employment Taxes" under Section 2302 of the CARES Act or in connection with any other Pandemic Response Law, (ii) failed to properly comply with and duly account for all credits received under Sections 7001 through 7005 of the Families First Coronavirus Response Act (Public Law 116-127) and Section 2301 of the CARES Act, (iii) sought a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as added by Section 1102 of the CARES Act, or (iv) availed itself of any Tax relief pursuant to any Pandemic Response Laws.

(k) No member of the Company Group will be required to include any material amounts in income, or exclude any material items of deduction, in a taxable period (or portion thereof) beginning after the Closing Date as a result of (i) a change in or incorrect method of accounting occurring prior to the Closing, (ii) an installment sale or open transaction arising in a taxable period (or portion thereof) ending on or before the Closing Date, (iii) a prepaid amount received, or paid, prior to the Closing, (iv) a "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law) executed on or prior to the Closing Date, (v) any intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state or local income Tax Law), or (vi) an election under Section 965(h) of the Code.

(l) The Company has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the period specified in Code Section 897(c)(1)(A)(ii). No member of the Company Group is, or has ever been since its formation, a "passive foreign investment company" within the meaning of Section 1297 of the Code or the Treasury Regulations thereunder.

(m) During the two-year period ending on the date hereof, the Company has not been a "distributing corporation" or a "controlled corporation" within the meaning of Code Section 355(a)(1)(A).

(n) No private letter rulings, technical advice memoranda or comparable rulings, decisions or advice have been issued by any Taxing Authority with respect to the Company Group (or any member thereof) nor has any member of the Company Group ever applied for any private letter ruling, technical advice memoranda or comparable ruling, decision

or advice. No closing agreement or comparable agreement has been entered into between any member of the Company Group, on the one hand, and any Taxing Authority, on the other hand, that would have continuing effect for any taxable period (or portion thereof) beginning after the Closing Date.

(o) The members of the Company Group have collected all material sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Taxing Authorities, or has been furnished properly completed exemption certificates.

(p) No member of the Company Group has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in, or is tax resident in, a country other than the country in which it is organized.

(q) The members of the Company Group are in compliance in all material respects with all applicable transfer pricing Laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology and conducting intercompany transactions at arm's length.

(r) The members of the Company Group have no material obligations under escheat or unclaimed property laws.

(s) There are no amounts outstanding and unpaid for which any member of the Company Group has previously claimed a deduction from income under the ITA or any other applicable Tax Law and that may be included in any member of the Company Group's taxable income for any open Tax period or Tax period ending after the Closing Date.

(t) Each member of the Company Group is duly registered, to the extent required under applicable Law, for purposes of Canadian goods and services Taxes, Canadian harmonized sales Taxes, and Quebec sales Taxes (collectively, "GST/HST/QST"). All input Tax credits and input Tax refunds claimed by any member of the Company Group for the purposes of GST/HST/QST were calculated in accordance with applicable Law and duly documented. Each member of the Company Group has complied with all registration, reporting, payment, collection and remittance requirements in respect of GST/HST/QST, provincial sales Tax or harmonized Tax legislation.

(u) There are no facts, transactions or events that have resulted, or may result, in the application of Sections 79 to 80.04 of the ITA, or any analogous provision of any Law of any province or territory of Canada, to any member of the Company Group.

(v) No member of the Company Group has made, is obligated to make, or is a party to any agreement under which it may become obligated to make, any payment that may not be deductible by virtue of Sections 67 or 78 of the ITA, any analogous provision of any Law of any province or territory of Canada, or other analogous provision of applicable Law.

Section 4.9 Litigation. Except as set forth in Section 4.9 of the Company Disclosure Schedule, there is no, and during the past three (3) years, there has been no, pending, settled or, to the Knowledge of the Company, threatened (a) material Legal Proceeding by or

against any member of the Company Group or involving the properties or assets of any of the foregoing or against any director, officer or employee of the Company or any of its Subsidiaries (in his or her capacity as such), or (b) Legal Proceeding that, individually or in the aggregate, would adversely affect the Company's or Holdings' ability to consummate the transactions contemplated hereby in accordance with the terms hereof. Except as set forth in Section 4.9 of the Company Disclosure Schedule, no member of the Company Group is subject to any final, non-appealable judgment, order or decree from any Governmental Authority that individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

Section 4.10 Compliance with Laws; Permits.

(a) The Company Group is in compliance in all material respects with all applicable Laws. No member of the Company Group has received, at any time during the three-year period prior to the date hereof, any written or, to the Knowledge of the Company, oral notice from, or is currently the subject of any Legal Proceeding by, any Governmental Authority regarding or asserting any material violation of or material failure to comply with any applicable Law, and to the Knowledge of the Company, no such Legal Proceeding has been threatened.

(b) Section 4.10(b) of the Company Disclosure Schedule lists each material Permit that is held by the Company Group or that otherwise relates to the business of, or to any assets owned or used by, the Company Group. Each such Permit is in full force and effect. To the Knowledge of the Company, no event has occurred or circumstance exists (with or without notice or lapse of time or both) that, individually or in the aggregate, would reasonably be expected to: (A) constitute or result in a violation of, or a failure to comply with, any term or requirement of any such Permit; or (B) result in the revocation, withdrawal, suspension, cancellation, termination or modification of any such Permit. Except as set forth in Section 4.10(b) of the Company Disclosure Schedule, no member of the Company Group has received any notice or other written communication from any Governmental Authority or any other Person regarding (i) any actual, alleged, or potential violation of, failure to comply with, any term or requirement of any such Permit or (ii) any revocation, withdrawal, suspension, cancellation, termination or modification (excluding recurring renewal notifications) of any such Permit.

Section 4.11 International Trade and Anti-Corruption.

(a) No member of the Company Group, or any of their respective officers, directors, or employees, nor to the Knowledge of the Company, any agent or third party representatives acting on behalf of the Company Group is or has been in the last five years: (i) designated as a Specially Designated National and Blocked Person on the list published by the U.S. Treasury Department's Office of Foreign Assets Control, under the Special Economic Measures Act (Canada) ("SEMA"), the Freezing Assets of Corrupt Foreign Public Officials Act (Canada) ("FACFOA") or other similar Laws of other jurisdictions; (ii) a Person identified under SEMA, FACFOA or any United Nations resolution or regulation or otherwise the target of any Canadian, U.S., U.K., or E.U. economic or trade sanctions program or export restrictions such that a Canadian, U.S., U.K., or E.U. person or entity cannot deal with or otherwise engage in business transactions involving such person or entity; (iii) directly or indirectly, in the aggregate greater than 50% owned or controlled by (including by virtue of such person being a director or

owning controlling voting shares or interests), or acting for or on behalf of, any person or entity identified in clause (i) and/or (ii) above; or (iv) located, organized under the laws of, or residing in a country that is the target of any comprehensive U.S. economic sanctions program (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine, and any such territory, a "Sanctioned Territory") (any such Person described in clauses (i) through (iv), a "Sanctioned Person").

(b) In the past five (5) years, no member of the Company Group, nor any director, officer, employee, or stockholder, nor to the Knowledge of the Company, any agent or other third party acting on behalf of the Company Group, has, directly or indirectly: (i) at any time made any unlawful payment or given, offered, promised, or authorized or agreed to give, any money or thing of value to any Government Official or other Person in violation of any applicable Anti-Corruption Laws; (ii) used any corporate funds for unlawful contribution, gifts, entertainment or other unlawful expenses relating to political activity; (iii) otherwise taken any action in violation of any applicable Anti-Corruption Law; (iv) engaged in any transactions or business dealings with, on behalf of, or for the benefit of any Sanctioned Person, or in or with any Sanctioned Territory; or (v) otherwise taken any action in violation of any applicable Canadian, U.S., U.K., or E.U. Laws related to economic or trade sanctions or Canadian, U.S., U.K., or E.U. Laws relating to export, reexport, transfer, and import controls or U.S. anti-boycott Laws (collectively "Trade Control Laws"), or of any applicable Anti-Corruption Laws.

(c) The Company Group has implemented, maintained and enforced policies and procedures reasonably designed to ensure compliance with Anti-Corruption Laws and Trade Control Laws, and is not aware nor, to the Knowledge of the Company, has been the subject of any Legal Proceeding or violation of such policies or procedures in any material respect. No member of the Company Group has: (i) been convicted of violating any Anti-Corruption Laws or Trade Control Laws or made any disclosure relating to any offense or alleged offense under any Anti-Corruption Laws or Trade Control Laws; (ii) received or, to the Knowledge of the Company, has been threatened from any Governmental Authority or any other Person any written notice, inquiry, or internal or external allegation, made any voluntary or involuntary disclosure to a Governmental Authority, conducted any internal investigation or audit outside of ordinary course compliance activities, or been or threatened to be subject to any investigation or enforcement action by a Governmental Authority in each case related to actual or potential corruption, fraud or material violation of any applicable Anti-Corruption Laws or Trade Control Laws; no such Legal Proceeding is pending or, to the Knowledge of the Company, threatened, and, to the Knowledge of the Company, there are no circumstances reasonably likely to give rise to any such Legal Proceeding.

Section 4.12 Employee Benefits.

(a) Section 4.12(a) of the Company Disclosure Schedule contains a true and complete list of each material Employee Benefit Plan; provided, that such list does not need to individually identify any offer letters for any employee that (i) does not provide for notice periods in excess of any amounts required by applicable Law or severance pay and (ii) are substantially consistent with a form agreement that has been identified on Section 4.12(a) of the Company Disclosure Schedule.

(b) The Company has delivered or made available to Parent, with respect to each material Employee Benefit Plan: (i) a true, correct and complete copy of the plan document and any amendment thereto (or, in the case of any unwritten Employee Benefit Plan, a written description thereof); (ii) the most recent annual report (Form 5500 Series) and accompanying schedules thereto or non U.S. equivalent; (iii) the current summary plan description and any summary of material modifications; (iv) each funding document, including each trust, insurance, annuity or other funding contract related thereto; (v) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto; (vi) the most recent determination or opinion letter from the IRS, as well as the current qualified or registered certification for any Foreign Employee Benefit Plan; and (vii) all non-routine filings or correspondence with any Governmental Authority with respect to any Employee Benefit Plan.

(c) No Employee Benefit Plan is, and no member of the Company Group or any ERISA Affiliate sponsors, maintains, contributes to or has any Liability under or with respect to any (i) plan subject to Title IV of ERISA or Section 302 of ERISA or Section 412 or Section 4971 of the Code; (ii) "multiemployer plan" within the meaning of Section 3(37) and 4001(a)(3) of ERISA; (iii) multiple employer plan within the meaning of Section 4063 and 4064 of ERISA; or (iv) multiple employer welfare arrangement within the meaning of Section 3(40) of ERISA. No Employee Benefit Plan provides, and no member of the Company Group or any ERISA Affiliate provides or has promised to provide (under an Employee Benefit Plan or otherwise), post-employment or retiree health, life insurance, or other welfare benefits (other than health continuation coverage required by COBRA, applicable minimum employment standards law or pursuant to a disclosed severance arrangement).

(d) Each of the Employee Benefit Plans has been established, funded, operated and administered in all material respects in accordance with its terms and all applicable Laws. Each of the Employee Benefit Plans that is intended to be "qualified" within the meaning of Code Section 401(a), and the trust (if any) forming a part thereof, (i) is based on a prototype or volume submitter plan document and is entitled to rely on the document sponsor's opinion or advisory letter from the IRS for such pre-approved plan or (ii) has received a favorable determination letter from the IRS as to its qualification and to the effect that each such trust is exempt from taxation under Section 501(a) of the Code, and no event has occurred that would reasonably be expected to adversely affect such qualification or tax-exempt status. All contributions, distributions, reimbursements and premium payments that are due with respect to any Employee Benefit Plan have been timely made according to the requirements of applicable Law or regulation and the terms of any plan document or other contractual undertaking in all material respects, and all contributions, distributions, reimbursements and premium payments for any period ending on or before the Closing Date that are not yet due have been timely paid in full or properly accrued.

(e) There are no pending or, to the Knowledge of the Company, threatened Legal Proceedings with respect to any Employee Benefit Plan (other than routine claims for benefits), and to the Knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such Legal Proceedings or disputes with respect to any Employee Benefit Plan. With respect to any Employee Benefit Plan, there has been no non-exempt "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA that could reasonably be expected to result in any Liability to any member of the

Company Group. There has been no breach of fiduciary duty (as determined under ERISA) with respect to any Employee Benefit Plan that could reasonably be expected to result in any Liability to any member of the Company Group.

(f) Except as set forth on Section 4.12(f) of the Company Disclosure Schedule, the consummation of the Merger alone, or in combination with any other event, including a termination of any employee, officer, director, stockholder or other individual service provider of any member of the Company Group (whether current, former or retired) or their beneficiaries, will not (i) entitle any employee, officer, director, stockholder or other individual service provider of any member of the Company Group (whether current, former or retired) to severance pay, unemployment compensation, a change of control payment or any other payment or benefit from the Company Group, (ii) accelerate the time of payment, funding or vesting or increase the amount of compensation or benefits due under any Employee Benefit Plan or (iii) limit or restrict the right to amend, terminate or transfer the assets of any Employee Benefit Plan on or following the Closing Date. Except as set forth on Section 4.12(f) of the Company Disclosure Schedule, no amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the Merger, by any employee, officer, director, stockholder or other service provider of the Company Group under any Employee Benefit Plan or otherwise would not be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code. No member of the Company Group has any indemnity, gross up or reimbursement obligation for any Taxes imposed under Section 4999 or 409A of the Code.

(g) Section 4.12(g) of the Company Disclosure Schedule sets forth a list of each material Employee Benefit Plan primarily for the benefit of employees, directors or Independent Contractors of any member of the Company Group who reside or work primarily outside the United States (each a "Foreign Employee Benefit Plan"). Without limiting the generality of subsections (a) through (f) above: (i) each Foreign Employee Benefit Plan required to be registered or intended to meet certain regulatory or requirements for favorable tax treatment has been timely and properly registered and has been maintained in good standing with the applicable Governmental Authorities; (ii) no Foreign Employee Benefit Plan is a defined benefit plan (as defined in ERISA, whether or not subject to ERISA), seniority premium, termination indemnity, gratuity or similar plan or arrangement or has any unfunded or underfunded liabilities; and (iii) all Foreign Employee Benefit Plans that are required to be funded are fully funded, and adequate reserves have been established with respect to any Foreign Employee Benefit Plan that is not required to be funded.

(h) Each of the Company, each other member of the Company Group and each ERISA Affiliate (as applicable) (i) has since January 1, 2017 accurately and timely applied in all material respects the process set forth under the ACA to determine whether it is an Applicable Large Employer and identify all Full-Time Employees and (B) has for all months since January 1, 2017 during which it was an Applicable Large Employer made offers of coverage that are Affordable and provide Minimum Value in accordance with Section 4980H of the Code and the Treasury Regulations promulgated thereunder to all Full-Time Employees. Each of the Company, each other member of the Company Group and each ERISA Affiliate (as applicable), and each self-insured Employee Benefit Plan that is a group health plan (as defined in Section 733(a) of ERISA) has since January 1, 2017, accurately and timely complied in all

material respects with the mandatory reporting requirements of Sections 6055 and 6056 of the Code, as applicable, and with all applicable health coverage reporting requirements mandated by state law. Further, neither the Company nor any other member of the Company Group or any ERISA Affiliate will owe any excise tax under Section 4980H of the Code for any month after December 2016. For purposes of this Section 4.12(h), the terms "Applicable Large Employer," "Full-Time Employee," "Affordable" and "Minimum Value" have the meanings ascribed to them under the ACA and the regulations promulgated thereunder.

Section 4.13 Labor and Employment Matters.

(a) The Company has made available to Parent a true, correct and complete list of all employees and all Independent Contractors currently performing services for the Company Group as of the date hereof, subject to any redactions or omissions necessary to comply with applicable Law.

(b) No member of the Company Group is a party to or bound by any collective bargaining agreement or other Contract with any labor union, labor organization, works council or group of employees, and there are no labor unions, works councils or other labor organizations representing, purporting to represent or, to the Knowledge of the Company, attempting to represent any employees employed by any member of the Company Group. In the past three years, (i) there has not occurred and, to the Knowledge of the Company, there has not been threatened, any strike, slowdown, picketing, work stoppage, hand billing, concerted refusal to work overtime, or other similar labor activity against or affecting any member of the Company Group, and (ii) no labor union, labor organization, works council, or group of employees of any member of the Company Group has made a demand for recognition or certification, and, to the Knowledge of the Company, there are no representation or certification proceedings presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority or other labor organizing activity presently pending or threatened. With respect to the transactions contemplated by this Agreement, no member of the Company Group has any notification, consultation, bargaining, consent or similar obligations to any employees or their representatives, and all such obligations have been, or prior to Closing will be, satisfied. There are no pending or, to the Knowledge of the Company, threatened unfair labor practice charges or material labor- or employment-related disputes subject to any grievance procedure, arbitration, litigation or other proceeding.

(c) The Company and each Company Subsidiary is and for the past three years has been in compliance in all material respects with all applicable Laws relating to labor and employment, including with respect to wage and hour laws, classification of employees as exempt under the Fair Labor Standards Act and/or applicable wage and hour Laws (including, for employees employed by the Company or a Company Subsidiary in Canada, for purposes of overtime eligibility), equal employment opportunity (including the prevention of discrimination, harassment and retaliation), pay equity, pay transparency, fair labor standards, workers' compensation, collective bargaining, health and safety, disability rights or benefits, plant closure and layoffs, employee leave issues, affirmative action, unemployment insurance, termination of employment, immigration and employment eligibility verification and the payment and withholding of social security and other Taxes, except where such failure to comply would not reasonably be expected have an adverse impact that is material to the business of the Company

Group, taken as a whole. The Company and each Company Subsidiary has fully and timely paid all wages, salaries, wage premiums, prevailing wages, commissions, bonuses, fees and other compensation which have come due and payable to their current and former employees and Independent Contractors under applicable Law or Contract. All amounts owing under the *Workplace Safety and Insurance Act* (Ontario), the *Act respecting industrial accidents and occupational diseases* (Quebec), and under all comparable legislation of any other jurisdiction in Canada have been paid by the Company and each Company Subsidiary as applicable, and there are no circumstances existing or, to the knowledge of each member of the Company Group, reasonably likely to occur, related to workers' compensation claims, which would permit or require a reassessment, penalty, surcharge or other additional payment under such legislation. There are no outstanding charges or orders requiring the Company or the Company Subsidiaries to comply with the *Workplace Safety and Health Act* (Ontario) or with comparable legislation of any other jurisdiction in Canada, as applicable. There are no claims, complaints or pending litigation or liability under the *Occupational Health and Safety Act* (Ontario) and the *Act respecting occupational health and safety* (Quebec) or with comparable legislation of any other jurisdiction in Canada, as applicable. Each individual who has provided services to any member of the Company Group in the past three years and was classified and treated by any member of the Company Group as an Independent Contractor or other service provider is and was properly classified for all applicable purposes, expect where such failure to comply would not reasonably be expected to have an adverse impact that is material to the business of the Company Group, taken as a whole.

(d) There are no, and during the past three years there have not been any, material Legal Proceedings against the Company or any Company Subsidiary pending, or to the Knowledge of the Company, threatened to be brought or filed against the Company or any Company Subsidiary, by or with any Governmental Authority under any applicable Laws in connection with the employment, engagement, classification, leave, termination or treatment of any current or former employee or Independent Contractor of or by the Company.

(e) No executive officer, director or management level employee of the Company or any Company Subsidiary (i) been the subject of an allegation of sexual harassment or sexual assault, nor (ii) to the Knowledge of the Company, engaged in any such conduct. Neither the Company nor any Company Subsidiary has entered into any settlement agreement related to allegations of sexual harassment or sexual assault by an employee.

(f) During the past three years, neither the Company nor any Company Subsidiary has engaged in any material group reduction in force (including any "plant closing" or "mass layoff" (as those terms are defined in the Worker Adjustment and Retraining Notification Act or any similar state or local law (collectively, the "WARN Act")).

Section 4.14 Real Property; Tangible Property.

(a) No member of the Company Group owns any real property. Section 4.14(a) of the Company Disclosure Schedule sets forth a true and complete description of each lease, sublease or license pursuant to which any member of the Company Group leases, subleases or occupies real property (each, a "Lease" and the real property covered by such lease, a "Leased Property"), including all amendments, extensions, renewals, guaranties and other

agreements with respect thereto, and including the date and name of the parties to such Lease document. Complete and correct copies of all Leases have been made available to Parent. Neither the Company nor any of the Company Subsidiaries has leased, subleased or otherwise granted any Person the right to use or occupy the Leased Property or any material portion thereof and none of the Company or any of the Company Subsidiaries have granted any, nor to the Knowledge of the Company are there any, outstanding options, rights of first refusal, rights of first offer or other third party rights to purchase any of the Leased Property.

(b) Each Lease is legal, valid and binding on the applicable member of the Company Group, is in full force and effect and is enforceable against the applicable member of the Company Group, and, to the Knowledge of the Company, against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or fraudulent transfer or other similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or general principles of equity). There are no disputes, defaults or breaches by the Company Group or, to the Knowledge of the Company, any other Person with respect to any Lease. Neither the Company nor any of its Subsidiaries or, to the Knowledge of the Company, any other party under any Lease is in default under any Lease, and no event has occurred that, with notice or lapse of time or both, would constitute a default under any Lease by a member of the Company Group or, to the Knowledge of the Company, any other parties thereto.

(c) A member of the Company Group has valid title to, or a valid leasehold interest in, all of the Leased Property and material personal property that is reflected as owned or leased in the Interim Financial Statements (other than properties and assets disposed of in the ordinary course of business since October 31, 2023), in each case free and clear of all Liens other than Permitted Liens, and such Leased Property and personal property (together with the leasehold interests and fixtures of the Company Group) constitutes all assets necessary for the Company Group to operate their business in all material respects. All of the Company Group's tangible properties and assets are in good operating condition and repair, ordinary wear and tear, failure of a customer to report any problem with a video or alarm system and customer misuse excepted

(d) The Company or one of its Subsidiaries, as applicable, has obtained all certificates of occupancy and Permits with respect to the use and occupancy of the Leased Property, except where a failure to obtain any such certificate or Permit or any other approval would not materially and adversely affect, or materially disrupt, the ordinary course operation of the businesses.

(e) The Leased Property and all plants, buildings and improvements located thereon conform in all material respects to all applicable building codes and zoning ordinances or other Laws, and the Company has not received any written notice of any: (i) material violations of building codes and/or zoning ordinances or other Laws affecting the Leased Property; (ii) existing, pending or, to the Knowledge of the Company, threatened condemnation proceedings affecting the Leased Property; or (iii) existing, pending or, to the Knowledge of the Company, threatened zoning, building code or other moratorium proceedings, or similar matters which would materially and adversely affect, or materially disrupt, the ordinary course operation of the businesses.

Section 4.15 Environmental Matters.

(a) The Company Group has conducted their respective businesses, and otherwise are and have been, in compliance in all material respects with all applicable Environmental Laws.

(b) No member of the Company Group is party to any Legal Proceeding under or relating to any Environmental Law and during the past five years, no member of the Company Group has received any written notice, claim, complaint, subpoena, governmental information request, or summons, or been threatened in writing with any Legal Proceeding, from any Person alleging any liability under Environmental Law relating to any member of the Company Group or any violation of any Environmental Law by any member of the Company Group.

(c) There has been no release of Hazardous Materials by a member of the Company Group or any other Person, at, on, under or from any facility or property, including the Leased Property, that would reasonably be expected to give rise to any material liability under Environmental Laws for any member of the Company Group.

(d) No member of the Company Group has assumed or provided indemnity against any material liability of any other Person under or relating to any Environmental Law.

Section 4.16 Intellectual Property, IT Security.

(a) Section 4.16(a) of the Company Disclosure Schedule sets forth a complete and accurate list of all registered Intellectual Property owned by a member of the Company Group, including any pending applications to register any Intellectual Property, that is registered with or filed with any Governmental Authority, including the applicable filing or registration number, title, jurisdiction in which filing was made or from which registration was issued and the date of filing or issuance ("Registered Intellectual Property"). All of the Registered Intellectual Property is subsisting, unexpired and, to the Knowledge of the Company, valid and enforceable, has not been abandoned and has not been subject to any interference, opposition, cancellation, reexamination or revocation Legal Proceeding or threat, and any and all maintenance and annual fees with respect to such Registered Intellectual Property have been fully and timely paid.

(b) One or more members of the Company Group owns all right, title, and interest in and to the Company Owned Intellectual Property (including all Intellectual Property set forth or required to be set forth on Section 4.16(a) of the Company Disclosure Schedule), and licenses, sublicenses or otherwise has the right to use, all other Company Intellectual Property, in each case, free and clear of any Liens other than Permitted Liens.

(c) No Legal Proceeding against the Company Group is or, within the past three years, has been pending or, to the Knowledge of the Company, threatened, seeking to limit, cancel or challenge the validity of any of the Company Owned Intellectual Property or the Company's or any Company Subsidiary's ownership interest therein. The Company Group, and the conduct of their respective businesses within the past 3 years has not infringed, misappropriated or violated any Intellectual Property of any other Person and there is no Legal Proceeding initiated by any other Person pending or, to the Knowledge of the Company,

threatened, against any member of the Company Group alleging that a member of the Company Group, or the conduct of their respective businesses, infringes, misappropriates or violates any Intellectual Property of such other Person. To the Knowledge of the Company, no Person is infringing, misappropriating or violating any of the Company Owned Intellectual Property in any manner.

(d) The Company Group has taken commercially reasonable measures to maintain in confidence all of the Company Owned Intellectual Property that is by its nature confidential, including all trade secrets and confidential information owned or used by the Company Group in connection with the business of any member of the Company Group. No member of the Company Group is in material breach of any obligations or undertakings of confidentiality which they owe to any third party in respect of any information used by the applicable member of the Company Group.

(e) The Company Group possesses all source code and other documentation and materials necessary or useful to compile and operate the Company Software and no member of the Company Group has disclosed, delivered, licensed or otherwise made available, or currently has or will have after the Closing, any duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise make available, the source code for any Company Software to any escrow agent or other third party. Except as set forth on Section 4.16(e) of the Company Disclosure Schedule, no Governmental Authority has rights in any Company Software and no funding, resources, facilities, or personnel of any Governmental Authority, university, or research institution has been used in connection with the development of any Company Software.

(f) Each employee, Independent Contractor or other Person who has engaged in or contributed to, or is currently engaged in or contributing to, the development of Company Owned Intellectual Property in any material respect has executed a proprietary information and inventions assignment agreement or similar agreement assigning to a member of the Company Group, as applicable, all Intellectual Property created by such Person within the scope of such Person's duties to the Company Group, and prohibiting such Person from using or disclosing confidential information of the Company Group, and, to the Knowledge of the Company, no such Person is in breach of or has breached any such proprietary information and inventions agreement.

(g) The Company Group has taken commercially reasonable steps (i) to protect the confidentiality and security of the IT Assets (and the Personal Information and confidential data processed thereby) from unauthorized loss, outage, damage, use, access, interruption or modification, and (ii) to ensure that the IT Assets owned by it are free from any material damaging, destroying, or malicious Software code designed or intended to disrupt or disable the operation of, or provide unauthorized access to, such IT Assets, including any "back doors", "Trojan horses", "worms", "drop dead devices", "viruses" and other Software that permits unauthorized use of, access to or disablement of any such IT Assets, and the IT Assets owned by the Company Group, and to the Company's Knowledge, the IT Assets leased by the Company Group, are free of the same. The Company Group maintains commercially reasonable security, disaster recovery and business continuity plans and procedures and complies therewith. There has not been any material disruption to the business of the Company Group attributable to

any unauthorized access to any of the IT Assets. The IT Assets function in accordance with their specifications in all material respects.

(h) The Company Group does not license, distribute, make available or use any Company Software that incorporates, links to, or is derived from any Open Source Software or any modification or derivative thereof: (i) in a manner that would grant or purport to grant to any Person any rights to or immunities under any of the Company Software; or (ii) under any license requiring any member of the Company Group to disclose, distribute or reverse-engineer the source code to any of the Company Software, to license or provide the source code to any of the Company Software for the purpose of making derivative works, or to make available for redistribution to any Person the source code to any of the Company Software at no or minimal charge. The Company Group is in compliance in all material respects with all obligations under any agreement pursuant to which any member of the Company Group, as applicable, have obtained the right to use any Company Licensed Intellectual Property, including Open Source Software.

Section 4.17 Data Privacy.

(a) The Company Group and the conduct of its businesses are, and for the past three (3) years have been, in compliance in all material respects with, the following to the extent relating to the collection, storage, use, access, disclosure, processing, security and transfer of Personal Information ("Processing"): (i) applicable Laws; (ii) if applicable, industry standards by which the Company Group is legally or contractually bound, including, if applicable, the Payment Card Industry Data Security Standard (PCI DSS); (iii) the provisions of Material Contracts into which any member of the Company Group has entered; and (iv) written data privacy and information security policies of the Company Group (collectively, the "Privacy Requirements").

(b) The Company Group has taken commercially reasonable steps to protect Personal Information in its possession or control against damage, loss, and against unauthorized access, acquisition and use. In the past three years, there has not been any material unauthorized loss or use of or access to Personal Information that was in the possession or control of the Company Group.

(c) The Company, the Subsidiaries and their respective employees as applicable have: (i) obtained all licenses, consents, and permissions, and otherwise have all rights, including Intellectual Property rights, in each case as required under applicable Law, to collect and use all AI Inputs in the conduct of the Company Group's businesses, including for the testing and training of Company AI Products; and (ii) complied in all material respects with all use restrictions and other requirements of any license, consent, permission, or other Contract and any website terms of use, terms of service, or other terms governing the Company Group's collection and use of such AI Inputs, including the extraction of AI Inputs using web scraping, web harvesting, or similar Software, as applicable. No member of the Company Group has included any Personal Information or trade secrets or material confidential or proprietary information in any prompts or inputs into any AI Technologies.

(d) To the extent AI Technologies are used by the Company Group's businesses, such AI Technologies are developed, trained, improved and otherwise operated and used in compliance in all material respects with all applicable Laws, policies and binding industry standards and there has been no Legal Proceeding concerning any Company AI Product or the Company Group's development or implementation of AI Technology.

Section 4.18 Company Group Contracts.

(a) Except for this Agreement, Employee Benefit Plans (other than with respect to subclause (v)) and contracts and agreements set forth on Section 4.18(a) of the Company Disclosure Schedule, correct and complete copies of which (including all amendments, modifications, extensions, renewals, guaranties and other related agreements with respect thereto) have been provided to Parent, no member of the Company Group is a party to any Material Contract. The term "Material Contract" means all Contracts to which any member of the Company Group is a party or by which any member of the Company Group or any of their respective properties or assets is bound (other than Organizational Documents of any member of the Company Group):

(i) in connection with which or pursuant to which the Company Group is required to spend or entitled to receive, in the aggregate, more than [AMOUNT] during the 12-month period immediately following the date hereof, whether with a Material Customer, a Material Vendor or otherwise;

(ii) that are with a Material Customer or a Material Vendor;

(iii) that constitute a joint venture, joint development, partnership, limited liability company or other similar agreement or arrangement with outside third parties or relate to the formation, creation, operation, management or control of any such partnership or joint venture;

(iv) for capital expenditures or the acquisition or construction of fixed assets involving future payments in excess of [AMOUNT] in the aggregate;

(v) that is a management agreement, consulting agreement, employee leasing agreement or contract for or relating to the employment or services of any employee, director, officer or individual service provider of the Company Group on a full-time, part-time, consulting or other basis that requires payment by the Company Group in excess of [AMOUNT] annually;

(vi) that are collective bargaining agreements or other Contracts with any labor union, labor organization, works council or group of employees;

(vii) that provide for Indebtedness of the Company Group having an outstanding or committed amount in excess of [AMOUNT];

(viii) under which any member of the Company Group is a (A) lessee of or holds or operates any personal property owned by any other Person, except for any lease of personal property under which the aggregate annual rental payments do not

exceed [AMOUNT] per annum, or (B) lessor of or permits any third party to hold, operate or occupy any property, real or personal, owned or controlled by the Company Group;

(ix) that have been entered within the past three years pursuant to which the Company Group acquired or disposed of a line of business, material assets or capital stock or other Equity Interests of another Person, other than acquisitions or dispositions of inventory, properties and other assets, in each case in the ordinary course of business;

(x) that contain provisions that prohibit any member of the Company Group from competing in any line of business or that grant a right of exclusivity to any person that prevents any member of the Company Group from entering any territory, market or field or freely engaging in business anywhere in the world or that grant first refusal, first offer or similar preferential rights to any person;

(xi) that constitute a settlement, conciliation or similar Contract (A) with any Governmental Authority or (B) pursuant to which any member of the Company Group has obligations to pay consideration after the date of this Agreement in excess of [AMOUNT];

(xii) that contain "most favored nation" obligations, minimum purchase requirements or commitments or similar restrictions binding on any member of the Company Group and that would reasonably be expected to be material to the business of the Company Group;

(xiii) that provide for the development of Intellectual Property, including any Company Software, for the benefit of any member of the Company Group (but excluding agreements with employees on standard forms entered into in the ordinary course of business and agreements with Independent Contractors for the development of non-material Intellectual Property);

(xiv) that relate to the licensing (whether as a licensee, user or licensor), ownership, development, or use of any Company Intellectual Property (excluding, in each case, licenses of commercially-available third party Software with an aggregate annual license fee of less than [AMOUNT]);

(xv) that are Leases;

(xvi) if not otherwise required to be disclosed on Section 4.18(a) of the Company Disclosure Schedule, the breach or termination of which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; or

(xvii) that constitute any commitment or agreement to do or enter into any of the foregoing.

(b) Except as set forth in Section 4.18(b) of the Company Disclosure Schedule, each member of the Company Group is in compliance in all material respects with all Material Contracts to which it is party, and with respect to each Material Contract: (i) to the

Knowledge of the Company, no other party is in material default; and (ii) no member of the Company Group has given or received any written or, to the Knowledge of the Company, oral correspondence with respect to any, and to the Knowledge of the Company, there are no, actual, alleged or potential violation, repudiation, breach or default under such Material Contract. Each Material Contract is legal, valid and binding on the applicable member of the Company Group, is in full force and effect and is enforceable against the applicable member of the Company Group, and, to the Knowledge of the Company, against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or fraudulent transfer or other similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or general principles of equity).

Section 4.19 Insurance. Section 4.19 of the Company Disclosure Schedule lists all of the material policies of insurance currently maintained by the Company Group (the "Insurance Policies"). Except as set forth in Section 4.19 of the Company Disclosure Schedule, (a) each such policy is in full force and effect, (b) all policy premiums due and payable and with respect to all periods specified in Section 4.19 of the Company Disclosure Schedule have either been paid or relate to scheduled payments not yet due and payable, (c) as of the date hereof, no member of the Company Group has received any written notice of cancellation or non-renewal of any of such insurance policies, (d) there are no material claims by any member of the Company Group under any of such policies relating to the business, assets or properties of any member of the Company Group as to which any insurance company is denying liability or defending under a written reservation of rights or similar clause other than a general reservation of rights, (e) the Company has made available to Parent true, complete and correct copies of each Insurance Policy, (f) no member of the Company Group is in default in any material respect with its obligations under such Insurance Policies, (g) the Insurance Policies provide coverage in such amounts and against such losses and risks as is reasonably commensurate with the insurance coverage for companies and businesses of a similar size and operating in the same industries as the Company Group and no less than as required by applicable Law or Contract to which any member of the Company Group is a party, and (h) all material claims under which coverage under any Insurance Policy is available have been appropriately tendered to the applicable insurer.

Section 4.20 Affiliate Agreements. Except as set forth in Section 4.20 of the Company Disclosure Schedule and except for any employment arrangements otherwise disclosed in Section 4.12(a) of the Company Disclosure Schedule, no member of the Company Group is a party to any Contract with any of its Affiliates, including Holdings (other than any other member of the Company Group), or any current director, officer, manager, employee or equityholder of the Company Group or Holdings or any immediate family member of any of the foregoing (each, an "Affiliate Agreement"). Section 4.20 of the Company Disclosure Schedule designates the Affiliate Agreements that will be terminated as of the Closing. The Company has made available to Parent true, correct and complete copies of each Affiliate Agreement, in each case, as in effect on the date hereof, and there are no side letters or other written or oral agreements, contracts or arrangements relating to any such agreement.

Section 4.21 Material Customers and Vendors; Services.

(a) Section 4.21(a) of the Company Disclosure Schedule sets forth a complete and correct list of (i) the [redacted] largest customers (the "Material Customers") measured by dollar volume of recurring monthly revenue for the 12-month period ended April 30, 2024 and (ii) the [redacted] largest vendors (the "Material Vendors") of the Company Group measured by dollar volume of spend during the 12-month period ended April 30, 2024. Except as set forth on Section 4.21(a) of the Company Disclosure Schedule, since October 31, 2023, no Material Customer or Material Vendor has terminated or adversely modified, in any material respect, its business relationship with the Company Group or notified any member of the Company Group in writing or, to the Knowledge of the Company, orally of its intention to terminate or adversely modify its business relationship with the Company Group in any material respect, other than the expiration of such relationship in accordance with its terms.

(b) No customer account is monitored by a central station other than the Company Group's operating centers set forth on Section 4.21(b) of the Company Disclosure Schedule. Except as set forth on Section 4.21(b) of the Company Disclosure Schedule, none of such operating centers provide wholesale monitoring services.

Section 4.22 Brokers and Financial Advisors. Other than as set forth in Section 4.22 of the Company Disclosure Schedule, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Holdings, the Company or any of its Subsidiaries in connection with the Merger or the other transactions contemplated hereby, and no Person is or will be entitled to any fee or commission or like payment in respect thereof.

Section 4.23 PPP Laws. No member of the Company Group has obtained or applied for any loan or other form of indebtedness under any PPP Law except for the PPP Loan. The PPP Loan was forgiven in full by the PPP Lender and the SBA with no outstanding obligations on the part of any member of the Company Group. The Company has made available to Parent a true, correct and complete copy of each PPP Loan Document relating to the PPP Loan as well as the written confirmation of forgiveness of the PPP Loan that was delivered by the PPP Lender. Each member of the Company Group complied in all material respects with all applicable PPP Loan Documents and the PPP Laws. The PPP Loan was properly obtained based on accurate certifications of eligibility by the Company Group, including that the Company was an "eligible recipient" under the CARES Act, including in consideration of all applicable size and affiliation standards, and that the uncertainty of current economic conditions made the PPP Loan necessary to support the ongoing operations of the Company Group. All proceeds of the PPP Loan were used solely for purposes permitted under the PPP Laws and the relevant PPP Loan Documents. All certifications made by the members of the Company Group in any PPP Loan Document were true and correct when made. No member of the Company Group has been in material breach of, nor in material default under, any applicable PPP Loan Document and no event has occurred or circumstance exists that, with or without notice or lapse of time or both, would reasonably be expected to constitute a breach of, or default under, any applicable PPP Loan Document or PPP Laws that would result in any claim relating thereto. No member of the Company Group has received any written notice or other communication from the PPP Lender, the SBA or any other Person regarding any actual, alleged or potential violation of the PPP Laws or any PPP Loan Document.

Section 4.24 Exclusivity of Representations and Warranties; Reliance.

(a) Except as expressly set forth in this Article IV or the certificate delivered pursuant to Section 8.3(c), neither the Company nor any Person on behalf of the Company (including any other member of the Company Group) has made, nor are any of them making, any representation or warranty, written or oral, express or implied, at law or in equity, including with respect to merchantability or fitness for any particular purpose, in respect of the Company Group or the Company Group's business in connection with the Merger or the other transactions contemplated hereby, including any representations or warranties about the accuracy or completeness of any information or documents previously provided (including any confidential memoranda or other publications, marketing materials, management presentation or similar materials or information or data room information and including with respect to any financial or other projections therein), and any other such representations and warranties are hereby expressly disclaimed.

(b) Each of Parent, Merger Sub I and Merger Sub II acknowledges and agrees that, except as set forth in Article IV or the certificate delivered pursuant to Section 8.3(c), none of Parent, Merger Sub I, Merger Sub II or any of their agents, employees or representatives has relied, is relying or will rely on any other representation or warranty of the Company Group or any other Person, including regarding the accuracy or completeness of any such other representations or warranties or the omission of any material information, whether express or implied, in each case with respect to the Merger or the other transactions contemplated hereby.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF PARENT, MERGER SUB I AND MERGER SUB II

Except as disclosed in a document of even date herewith and delivered by Parent concurrently with the execution and delivery of this Agreement and referring by numbered section (and, where applicable, by lettered subsection) to the representations and warranties in this Article V (the "Parent Disclosure Schedule"), regardless of whether the applicable section of the Parent Disclosure Schedule is expressly referenced in this Article V, Parent, Merger Sub I and Merger Sub II, jointly and severally, hereby represent and warrant to the Company and Holdings as of the date hereof and as of the Closing Date as follows:

Section 5.1 Organization and Good Standing. Parent is a limited company, duly organized, validly existing and in good standing under the Laws of Nova Scotia. Merger Sub I is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Merger Sub II is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Each of Parent, Merger Sub I and Merger Sub II has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business. Each of Parent, Merger Sub I and Merger Sub II is qualified to do business and is in good standing in each jurisdiction in which the nature of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, reasonably be expected to adversely affect the ability of Parent, Merger Sub I or Merger Sub II to perform its obligations hereunder.

Section 5.2 Authorization of Agreement. Each of Parent, Merger Sub I and Merger Sub II has all requisite power and authority to execute and deliver this Agreement and each other Transaction Document to which it is, or at the Closing will be, a party, and to consummate the Merger and the other transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each other Transaction Document to which it is, or at the Closing will be, a party, and the consummation of the Merger and the other transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on behalf of each of Parent, Merger Sub I and Merger Sub II, without the need for any further action on the part of Parent, Merger Sub I or Merger Sub II or any of their governing bodies or equityholders. This Agreement has been, and, when executed at Closing, each other Transaction Document to which it is a party will be, duly and validly executed and delivered by each of Parent, Merger Sub I and Merger Sub II and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, the legal, valid and binding obligations of Parent, Merger Sub I and Merger Sub II, enforceable against Parent, Merger Sub I and Merger Sub II in accordance with their terms, except as such enforceability is limited by bankruptcy, insolvency, moratorium or fraudulent transfer or other similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by general equitable principles.

Section 5.3 Capitalization of Parent.

(a) The shares of Parent Stock constituting the Closing Parent Stock Consideration, when issued pursuant to Section 3.5, will be validly issued and fully paid, in compliance with all applicable Laws. The shares of Parent Stock issuable pursuant hereto are not subject to any pre-emptive rights.

(b) Section 5.3(b) of the Parent Disclosure Schedule sets forth (i) all issued and outstanding Equity Interests of Parent as of the date hereof and (ii) the outstanding principal amount of all Indebtedness of the nature described in clauses (a) and (b) of the definition of "Indebtedness" (as if such definition applied to Parent and its Subsidiaries) of Parent and its Subsidiaries as of July 31, 2024 in excess of [AMOUNT]; provided, that for purposes of deferred financing costs, an outstanding principal amount in excess of [AMOUNT] shall apply. Except as set forth on Section 5.3 of the Parent Disclosure Schedule, there are no preemptive or other outstanding subscriptions, calls, rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments under which the Subsidiaries are or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire, or dispose of, any shares of the capital stock or other Equity Interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other Equity Interests, of the Subsidiaries, and no securities or obligations evidencing such rights are authorized, issued or outstanding.

Section 5.4 Garda World Financial Statements.

(a) Prior to the date hereof, Parent has provided to the Company copies of the (i) audited consolidated financial statements of Garda World for the fiscal years ended January 31, 2023, and January 31, 2024, and (ii) unaudited consolidated financial statements of Garda

World for the six-month period ended July 31, 2024 (collectively, the "Garda World Financial Statements"). Except as described in the notes thereto and subject, in the case of unaudited Garda World Financial Statements, to the absence of footnotes and normal year-end adjustments, the Garda World Financial Statements have been prepared in accordance with IFRS and fairly present, in all material respects, the consolidated financial position of Garda World and its cash flows as of the dates thereof and for the periods then ended (subject, in the case of unaudited Garda World Financial Statements, to the absence of footnotes and normal year-end adjustments that would not be or would not reasonably expected to be material individually or in the aggregate).

(b) (i) Since the date of the Garda World Financial Statements, the financial books and records of Garda World have been maintained in accordance with IFRS and (ii) since January 31, 2024 to July 31, 2024, the financial books and records accurately reflected in all material respects the transactions and other information purported to be contained therein. Since January 31, 2023, there has not been any fraud, whether or not material, that involves management or other employees of Garda World or any of its Subsidiaries who have a role in such Person's internal controls over financial reporting.

(c) Neither Parent nor any of its Subsidiaries has any Liabilities, other than (i) as reflected in the Garda World Financial Statements or the notes thereto, (ii) Liabilities incurred in the ordinary course of business since January 31, 2024 that have not had, and would not, individually or in the aggregate, be reasonably expected to have, a material adverse effect on Parent or its business, taken as a whole, or (iii) Liabilities or obligations incurred pursuant to the terms of this Agreement.

Section 5.5 Compliance with Laws; Permits. Except for such matters that would not, individually or in the aggregate, have or be reasonably likely to have a material adverse effect on Parent, (a) Parent and its Subsidiaries hold all Permits necessary for the lawful conduct of their respective business as presently conducted and all such Permits are in full force and effect and no cancellation or suspension of any such Permit is pending, (b) Parent and its Subsidiaries are, and, since January 31, 2022, have been (but, with respect to Parent's Subsidiaries, only to the extent such Subsidiary was a Subsidiary during such time), in compliance with all applicable Laws and (c) Parent has not received any written notice alleging or been formally charged with any violation under any applicable Law; it being understood that nothing in this representation is intended to address any compliance issue that is specifically addressed by any other representation or warranty set forth in this Agreement. Parent has not elected, under Section 301.7701-3 of the Code, to be treated as anything other than an association taxable as a corporation for US federal income tax purposes.

Section 5.6 Litigation. Except as set forth in Section 5.6 of the Parent Disclosure Schedule or as would not, individually or in the aggregate, have or be reasonably likely to have a material adverse effect on Parent, as of the date hereof (i) there is no Legal Proceeding pending or, to the Knowledge of Parent, threatened against or relating to Parent, any of its Subsidiaries or the transactions contemplated hereby, (ii) neither Parent nor any of its Subsidiaries is a party to, and none of them nor any of their respective assets, rights or properties is subject to, the provisions of any Order binding upon Parent or any of its Subsidiaries and

(iii) no investigations, inquiries or audits are pending or, to the Knowledge of Parent, threatened by any Governmental Authority against Parent or any of its Subsidiaries.

Section 5.7 Conflicts; Consents of Third Parties.

(a) Neither the execution and delivery of this Agreement and the other Transaction Documents by Parent, Merger Sub I and Merger Sub II to which they are or will be party nor the performance of Parent, Merger Sub I and Merger Sub II's obligations hereunder or thereunder do or will (i) conflict with, breach or violate the Organizational Documents of Parent, Merger Sub I or Merger Sub II, (ii) conflict with, violate, breach or result in a default under (with or without the giving of notice or the lapse of time), or give rise to a right of termination, cancellation, acceleration of any obligation under, or result in the loss of any material right under, any Contract to which Parent, Merger Sub I or Merger Sub II is a party or by which Parent, Merger Sub I or Merger Sub II or their respective properties or assets are bound or result in the creation or imposition of any Liens other than Permitted Liens on any of their respective properties or assets, or (iii) violate any Law or Order applicable to Parent, Merger Sub I or Merger Sub II or any of Parent's Affiliates, except in the case of clauses (ii) and (iii) for such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations and Liens that would not, individually or in the aggregate, reasonably be expected to adversely affect the ability of Parent, Merger Sub I or Merger Sub II to perform its obligations hereunder.

(b) Except as may be required under the HSR Act, and the filing of the Certificate of Merger with the Delaware Secretary of State, no Consent is required to be obtained by Parent, Merger Sub I or Merger Sub II from any Governmental Authority in connection with the execution and delivery of this Agreement or any other Transaction Document by Parent, Merger Sub I and Merger Sub II or the performance of their respective obligations hereunder and thereunder, except for such Consents that, if not obtained, would not, individually or in the aggregate, reasonably be expected to adversely affect the ability of Parent, Merger Sub I or Merger Sub II to perform its obligations hereunder.

Section 5.8 No Prior Merger Sub I or Merger Sub II Operations. Merger Sub I was formed solely for the purpose of effecting the Merger and the other transactions contemplated hereby and Merger Sub II was formed solely for the purpose of effecting the Roll-up Merger and the other transactions contemplated hereby. Each of Merger Sub I and Merger Sub II is a direct wholly-owned Subsidiary of Parent and has no assets or liabilities and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby.

Section 5.9 Parent R&W Insurance Policy. The Parent R&W Insurance Policy has been bound and will be in full force and effect as of the Closing Date on the same terms and conditions set forth in the policy documents attached hereto as Exhibit D.

Section 5.10 Sufficient Funds. Parent, at the Closing and at each applicable post-Closing payment date hereunder, will have sufficient immediately available funds in cash, to pay all cash amounts to be paid by Parent hereunder, at the times and in the amounts required. Parent's obligation to consummate the transactions contemplated by this Agreement is not contingent on the consummation of any financing.

Section 5.11 Solvency. Assuming (x) the satisfaction of the conditions in Article VIII and (y) the accuracy in all material respects of the representations and warranties set forth in Article IV, immediately after giving effect to the transactions contemplated by this Agreement, Parent, the Final Surviving Corporation and its Subsidiaries shall be Solvent. For purposes of this Agreement, "Solvent", when used with respect to any Person, means that, as of any date of determination, (a) the present fair salable value of such Person's assets, on a consolidated basis (i.e., the amount that may be realized if the aggregate assets of such Person (including goodwill) are sold as an entirety with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises), will, as of such date, exceed all of such Person's liabilities, contingent or otherwise, on a consolidated basis, as of such date, (b) such Person, on a consolidated basis, will not have, as of such date, an unreasonably small amount of capital for the business in which it is engaged or will be engaged and (c) such Person, on a consolidated basis, will be able to pay its debts and liabilities (whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness, in each case, at such time.

Section 5.12 Brokers and Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Parent, Merger Sub I, Merger Sub II or any of their Affiliates in connection with the Merger or the other transactions contemplated hereby, and no Person is or will be entitled to any fee or commission or like payment in respect thereof.

Section 5.13 Independent Investigation; Exclusivity of Representations and Warranties; Reliance.

(a) Each of Parent, Merger Sub I and Merger Sub II has conducted its own independent investigation, verification, review and analysis of the businesses, operations, results of operations, financial condition, assets, liabilities, and prospects of the Company Group, to the extent Parent, Merger Sub I and Merger Sub II deemed necessary and appropriate. Each of Parent, Merger Sub I and Merger Sub II acknowledges that it and its Affiliates and representatives have been provided access to the personnel, properties, and Books and Records for its investigation, verification, review and analysis. Without limiting the generality of the foregoing, each of Parent, Merger Sub I and Merger Sub II acknowledges and agrees that (i) in connection with its investigation of Company Group, it has received from or on behalf of Company Group certain projections, including projected statements of operating revenues and income from operations of the Company Group and certain budgets and business plan information of the Company Group, (ii) there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and budgets and plans, each of Parent, Merger Sub I and Merger Sub II is familiar with such uncertainties, each of Parent, Merger Sub I and Merger Sub II is taking full responsibility for making its own evaluation of the adequacy and accuracy and completeness of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts and budgets and plans), (iii) no member of the Company Group has made, is making or will make any representations or warranties whatsoever with respect to such estimates, projections and other forecasts and budgets and plans (including the reasonableness of

the assumptions underlying such estimates, projections and forecasts and budgets and plans), and Parent, Merger Sub I and Merger Sub II have not relied, are not relying and will not rely thereon, and (iv) Parent, Merger Sub I and Merger Sub II will have no claim against any other Person with respect thereto. For the avoidance of doubt, nothing in this Section 5.13 shall limit Section 4.23.

(b) Except as expressly set forth in this Article V, the certificate delivered pursuant to Section 8.2(c) or in the other Transaction Documents, none of Parent, Merger Sub I, Merger Sub II or any Person on their behalf has made, nor are any of them making, any representation or warranty, written or oral, express or implied, at law or in equity in respect Parent, Merger Sub I, Merger Sub II or their businesses in connection with the Merger or the other transactions contemplated hereby, and any other such representations and warranties are hereby expressly disclaimed.

(c) The Company and Holdings (on behalf of itself and the Holdings Members) acknowledge and agree that, except as set forth in Article V, the certificate delivered pursuant to Section 8.2(c) or in the other Transaction Documents none of the Company, Holdings, the Holdings Members or any of their agents, employees or representatives has relied, is relying or will rely on any other representation or warranty of Parent, Merger Sub I, Merger Sub II or any other Person, including regarding the accuracy or completeness of any such other representations or warranties or the omission of any material information, whether express or implied, in each case with respect to the Merger or the other transactions contemplated hereby.

## ARTICLE VI

## CONDUCT PRIOR TO THE EFFECTIVE TIME

Section 6.1 Conduct of the Business Pending Closing. Except: (i) as expressly required by this Agreement or with the prior written consent of Parent (not be unreasonably withheld, delayed or conditioned) or as set forth on Schedule 6.1; or (ii) as required by applicable Law, during the period from the date of this Agreement until the earlier of the Closing and the termination of this Agreement in accordance with its terms (the "Pre-Closing Period"), the Company shall, and shall cause the Company Subsidiaries to:

(a) conduct its business only in the ordinary course of business and use commercially reasonable efforts to preserve in all material respects the goodwill of the business and its present business operations and organization and maintain its relations with key employees, material customers, suppliers and vendors, Governmental Authorities and other Persons having material business relationships with the Company Group;

(b) use commercially reasonable efforts to maintain (i) all material assets and properties of the Company Group in their current condition, ordinary wear and tear, casualty and condemnation excepted, and (ii) insurance upon all of the properties and assets of the Company Group in such amounts and of such kinds comparable to that in effect on the date of this Agreement; and

(c) maintain the Books and Records and accounts of the Company Group in the ordinary course of business.

Section 6.2 Restrictions on the Conduct of the Business Pending Closing. Without limiting the provisions of Section 6.1, except as expressly required by this Agreement, with the prior written consent of Parent (not be unreasonably withheld, delayed or conditioned), as set forth on Schedule 6.1, or as required by applicable Law, during the Pre-Closing Period, the Company shall not, and shall not permit any Company Subsidiary to:

(a) declare, set aside, make or pay any dividend or other distribution in respect of the Equity Interests of the Company or repurchase, redeem or otherwise acquire any outstanding Equity Interests in the Company;

(b) transfer, issue, grant, deliver, sell, dispose of, pledge, award or otherwise encumber or authorize or propose the transfer, issuance, grant, delivery, sale, disposition, pledge or other encumbrance of, any Company Shares or other Equity Interests or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such units, Equity Interests or other convertible securities;

(c) effect any recapitalization, reclassification, unit split or like change in the capitalization of the Company or any of its Subsidiaries or any reorganization or liquidate, merge or dissolve the Company or any of its Subsidiaries;

(d) amend the Company's certificate of incorporation or bylaws;

(e) except as required by any Employee Benefit Plan set forth on Section 4.12(a) of the Company Disclosure Schedule, (i) increase the compensation or benefits of any present or former director, officer, employee, Independent Contractor, consultant or other individual service provider of the Company Group, except for increases in base salary or wage rates, in the ordinary course of business for non-officer employees whose annual base compensation is no greater than [AMOUNT], (ii) terminate, other than for cause, the employment or service of any director, officer, employee, Independent Contractor, consultant or other individual service provider of the Company Group, except for terminations in the ordinary course of business for non-officer employees whose annual base compensation is no greater than [AMOUNT], (iii) grant any new right to severance or termination pay to any present or former director, officer, employee, Independent Contractor, consultant or other individual service provider of the Company Group, (iv) loan or advance any money or other property to any present or former director, officer, employee, Independent Contractor, consultant or other individual service provider of the Company Group, except for advances of business expenses in the ordinary course of business, (v) establish, adopt, enter into, renew, amend or terminate any Employee Benefit Plan or any plan, program, policy, agreement, or arrangement that would be an Employee Benefit Plan if in existence as of the date hereof, (vi) grant any equity or equity-based awards, (vii) take any action to amend or waive any performance or vesting criteria or accelerate the vesting, exercisability, funding or payment or benefit under any Employee Benefit Plan, (viii) hire, promote or change the classification or status in respect of any employee, other than hires or promotions in the ordinary course of business or consistent with the operating

budget for the Company Group made available to Parent prior to the date of this Agreement for any employee with base compensation that is no greater than [AMOUNT] or (ix) grant to any present or former director, officer, employee, Independent Contractor, consultant or other individual service provider of the Company Group any right to reimbursement, indemnification or payment for any Taxes, including any Taxes incurred under Section 409A or 4999 of the Code;

(f) issue, create, incur, assume or guarantee any Indebtedness that will not be discharged in full at or prior to the Closing Date;

(g) directly or indirectly acquire any material properties or assets, sell, assign, license, let lapse, abandon, transfer, convey, lease or otherwise dispose of any of the material properties or assets of the Company Group or encumber or subject to any Lien any of the material properties or assets of the Company Group (except for Liens that will be discharged in full at or prior to the Closing), in each case, whether tangible or intangible;

(h) make any materially adverse change to any public or posted privacy policy or the operation or security of any IT Assets, other than as required by applicable Law;

(i) invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;

(j) enter into any labor or collective bargaining or similar agreement, through negotiation or otherwise, make any commitment or incur any Liability to any labor organization with respect to the Company Group, or recognize any labor union, labor organization, works council or group of employees as the representative of any employees of the Company or any Company Subsidiary, except in each case when required by applicable Law or Order;

(k) take or announce any action that triggers the notice requirements of the WARN Act;

(l) make a material change in its financial or Tax accounting principles, methods, policies or practices;

(m) (i) make, revoke or change any entity classification or other material election with respect to Taxes, (ii) change any accounting period or method with respect to Taxes, (iii) settle or compromise any material Tax audit, claim, or assessment or any liability for Taxes, (iv) file any material amendment to a Tax Return, (v) surrender any right to claim a refund of Taxes, (vi) request or enter into any closing agreement, private letter ruling, technical advice memoranda or comparable rulings, decisions or advice with respect to Taxes, (vii) initiate participation in any voluntary disclosure program or enter into any voluntary disclosure agreement with any Taxing Authority with respect to material Taxes, or (viii) consent to any extension or waiver with respect to any examination, investigation, audit, litigation or other Legal Proceeding with respect to Taxes;

(n) adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, merger, consolidation or other reorganization;

(o) form any Subsidiary or joint venture or directly or indirectly acquire or agree to acquire in any transaction (by merger, consolidation, stock or asset purchase, or otherwise) any equity interest in or business of any firm, corporation, partnership, company, limited liability company, trust, joint venture, association or other entity or division thereof or any other Person;

(p) enter into any Material Contract or material amendment to any Material Contract, or waive any of the material terms of any Material Contract, or terminate any Material Contract (other than any termination by virtue of the expiration of the term stated therein), except for the entry into any Material Contract or an amendment to any Material Contract with an existing customer or its Affiliate on substantially similar terms to an existing contract with such customer or its Affiliate, subject to changes in pricing and other material changes in the ordinary course of business;

(q) (i) pay, settle, compromise, discharge, waive, release, assign or agree to settle or enter into any waiver, release, assignment, compromise or settlement of any pending or threatened Legal Proceeding other than those that do not involve the payment by the Company or any of its Subsidiaries of monetary damages in excess of [AMOUNT] individually or [AMOUNT] in the aggregate and provided that no material non-monetary obligation is imposed on the Company or any of its Subsidiaries in connection therewith or (ii) commence or initiate any Legal Proceeding other than for damages in an amount not in excess of [AMOUNT] individually or [AMOUNT] in the aggregate;

(r) cancel, surrender, allow to expire or fail to renew any material Permits that are held by the Company or any of its Subsidiaries;

(s) (i) accelerate or alter practices and policies relating to the rate of collection of accounts receivable or payment of accounts payable (except for delay in payment of any such payables being contested in good faith by the Company by appropriate proceedings) or (ii) alter practices or policies relating to customer success and retention;

(t) cancel or allow to terminate any insurance policy or allow any of the coverage thereunder to lapse, unless simultaneously with such cancellation, termination or lapse, replacement coverage equal to or greater than the existing coverage is in full force and effect with no gap in coverage;

(u) make any, or enter into any commitment for, capital expenditures in excess of [AMOUNT] in the aggregate (other than those set forth in the capital expenditures budget attached to Schedule 6.2);

(v) enter into any Affiliate Agreement or make any loan or advance under any Affiliate Agreement; or

(w) authorize, agree, resolve or consent, in writing or otherwise, to take any of the foregoing actions.

Section 6.3 Exclusive Dealing. During the Pre-Closing Period, none of Holdings nor the Company shall, nor shall any of them authorize or permit any of its officers,

directors, employees, attorneys, accountants, consultants or other agents or advisors to, directly or indirectly, take any action to solicit, initiate, knowingly facilitate or encourage the submission of any Acquisition Proposal, engage in any discussions or negotiations with any third party regarding an Acquisition Proposal or enter into any agreement with respect to an Acquisition Proposal.

Section 6.4 Parent R&W Insurance Policy. During the Pre-Closing Period, and from and after the Closing, Parent shall maintain the Parent R&W Insurance Policy in full force and effect on the terms set forth on Exhibit D. Parent and its Affiliates shall not terminate, cancel, amend, waive or otherwise modify the limitations on subrogation against the Shareholder Related Parties, the third party beneficiary language or the amendment provisions contained in the Parent R&W Insurance Policy or otherwise amend the Parent R&W Insurance Policy in such a manner that would adversely impact Holdings, its Affiliates and each of its past, present or future direct or indirect equityholders, managers, members, directors, officers, employees, agents, partners (or functional equivalent of such position) (each, a "Shareholder Related Party") in connection with this Agreement prior to, at or at any time after the Closing, in each case, without the Holdings' prior written consent. The provisions of this Section 6.4 are intended to be for the benefit of, and enforceable by, each of the Shareholder Related Parties. Parent acknowledges and agrees that failure to obtain and maintain the effectiveness of the Parent R&W Insurance Policy in accordance with this Section 6.4 is not a condition to its obligation to consummate the Closing when required in accordance with this Agreement. Parent shall be responsible for all costs, fees and expenses with respect to the origination of the Parent R&W Insurance Policy.

## ARTICLE VII

## ADDITIONAL COVENANTS AND AGREEMENTS

Section 7.1 Access to Information.

(a) Subject to the restrictions imposed by applicable Law, the Company agrees that, during the Pre-Closing Period, Parent and Merger Sub I shall be entitled, at Parent's expense, through its officers, employees and representatives (including its legal advisors and accountants), to review the Books and Records and financial condition of the Company Group, and to access the personnel and properties of the Company Group, in each case, as it reasonably requests and to make extracts and copies of such Books and Records. Any such investigation and examination shall be conducted upon prior written notice during regular business hours and under reasonable circumstances and in a manner that does not interfere with the normal business operations of the Company Group. The information provided to or obtained by Parent pursuant to the foregoing shall be subject to the Confidentiality Agreement.

(b) For a period of five years after the Closing, Parent and the Final Surviving Corporation shall afford to Holdings and its representatives, during normal business hours, reasonable access (which shall not unreasonably interfere with the business of Parent, the Final Surviving Corporation or any of its Subsidiaries) to the Company and any of its Subsidiaries with respect to periods prior to the Closing, and the right to make copies and extracts of their Books and Records, to the extent that such access may be reasonably requested by Holdings or

its representatives in writing (other than for the determination of the Closing Cash Consideration which shall be governed by Section 3.3). For a period of five years after the Closing, Parent and the Final Surviving Corporation shall not dispose of, alter or destroy any Books and Records of the Company or any of its Subsidiaries regarding the period prior to the Closing without giving 60 days' prior written notice to Holdings so that it may, at its expense, examine, make copies or take possession of such materials. Notwithstanding any of the foregoing, if Holdings or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other hand, are in an adversarial relationship in litigation or arbitration, then the furnishing of information in accordance with this Section 7.1(b) shall be subject to applicable rules relating to discovery.

Section 7.2 Confidentiality and Public Announcements. The parties acknowledge that Garda Security, Inc. and Holdings have previously executed a Confidentiality and Nondisclosure Agreement, dated effective as of January 15, 2024 (the "Confidentiality Agreement"), which Confidentiality Agreement shall continue in full force and effect in accordance with its terms. Promptly after the execution and delivery of this Agreement, Parent and the Company shall each issue a mutually acceptable press release announcing the execution and delivery of this Agreement and the transactions contemplated hereby. From the date hereof through the Closing, no party shall, without the prior written consent of the other parties, make or publish (or permit any of its Affiliates to make or publish) any other public statement with respect to this Agreement or the transactions contemplated by this Agreement that contradicts or expands the level of detail or scope of such press release in any material respect, except to the extent that such party (or Affiliate) is so obligated by Law or any rule or regulation of any securities exchange upon which the securities of such party are listed or traded, in which case such party shall give advance written notice to the other parties and consider any of their comments in good faith. Notwithstanding the foregoing: (a) the direct or indirect equityholders of Parent that are financial sponsors may provide information about the subject matter of this Agreement and the transactions contemplated hereby in connection with their normal fund raising, marketing, informational or reporting activities to third parties (subject to confidentiality obligations with respect to such information); provided that such sponsors may provide the pricing details of the transactions contemplated hereby that are not otherwise publicly available to their existing and prospective investors subject to confidentiality obligations with respect to such information; (b) Parent and its Subsidiaries may make disclosures regarding this Agreement and the transactions contemplated hereby in marketing materials and other public filings; provided, that Parent shall provide Holdings a reasonable opportunity to review any such disclosure (other than certain pro forma financial information and other financial information prepared by Parent, its Affiliates or representatives, all of which may be redacted prior to sharing such disclosure with Holdings), such review not to be unreasonably withheld, conditioned or delayed, and shall consider in good faith any reasonable and prompt comments by Holdings; and (c) the parties' financing sources and other professional advisors may publish "tombstones" or other customary announcements which do not contain pricing details that are not otherwise publicly available.

Section 7.3 Efforts; Regulatory Compliance.

(a) Each of the parties to this Agreement shall cooperate with the other parties and use its reasonable best efforts (i) to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things necessary, proper or advisable to cause the conditions to the

Closing to be satisfied as promptly as practicable and to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable (and in any event prior to the End Date (as such date may be extended in accordance with the terms hereof)) (any such action referred to in this Section 7.3(a), a "Regulatory Requirement"), and (ii) to obtain all Consents from any Governmental Authority or third party necessary, proper or advisable to consummate the transactions contemplated by this Agreement; provided, however, that nothing in this Agreement shall require Parent, Merger Sub I or Merger Sub II to negotiate, agree or commit to, effect or take or cause to be taken, any Regulatory Requirement with respect to any of the assets, properties, businesses, product lines or services of Parent or any of its Affiliates (excluding the Company and its Subsidiaries) or that would otherwise reasonably be expected to adversely impact or affect the businesses and operations of Parent or any of its Affiliates (excluding the Company and its Subsidiaries), and neither Parent nor any of its Affiliates shall be required to take any action with respect to any Regulatory Requirement that would bind any of Parent's or its Affiliates' (other than its Subsidiaries') stockholders or other equityholders directly; provided, further, that, without limiting the generality of the foregoing, nothing in this Agreement shall require Parent, Merger Sub I or Merger Sub II to take any action, including any Regulatory Requirement, that would reasonably be expected to have a material and adverse impact on the Company and its Subsidiaries, taken as a whole, in respect of the benefits (including synergy benefits) that Parent expects to derive from the consummation of the transactions contemplated hereby and their ownership and operation of the business of the Company and its Subsidiaries; provided, further, that, except as set forth in Section 8.1(c), no such Consent shall be a condition to the Closing; provided, further, that other than with respect to filing and other fees, or concessions to, any Governmental Authority, none of the parties hereto shall be required to make any payment or commercial concession to any third party as a condition to obtaining any such Consent of any Governmental Authority or third party.

(b) Prior to the date hereof, each of Parent and the Company made or caused to be made the registrations, declarations and filings required of such party under the HSR Act with respect to the transactions contemplated by this Agreement. In furtherance and not in limitation of Section 7.3(a), Parent and, where applicable, the Company shall (i) not extend any waiting period under the HSR Act or enter into any agreement with any Governmental Authority not to consummate the transactions contemplated by this Agreement, except with the prior written consent of the other party, and (ii) subject to applicable Law, furnish to the other party as promptly as reasonably practicable all information required for any application or other filing to be made by the other party pursuant to the HSR Act in connection with the transactions contemplated by this Agreement.

(c) Parent further agrees that it shall not, and shall not permit any of its controlled Affiliates to, directly or indirectly, acquire or agree to acquire any assets, business or any entity, whether by merger, consolidation, purchasing a substantial portion of the assets of or equity in any entity or by any other manner, if the entering into of an agreement relating to or the consummation of such acquisition, merger, consolidation or purchase would reasonably be expected to (i) materially impose any delay in the expiration or termination of any applicable waiting period or materially impose any delay in the obtaining of, or materially increase the risk of not satisfying the condition to the Closing set forth in Section 8.1(c), (ii) materially increase the risk of any Governmental Authority entering, or materially increase the risk of not being able to remove or successfully challenge, any permanent, preliminary or temporary injunction or

other Order that would delay, restrain, prevent, enjoin or otherwise prohibit the satisfaction of the closing conditions in this Agreement, (iii) make the representations and warranties set forth in Section 5.7 inaccurate in any respect or (iv) otherwise materially delay or materially impede the satisfaction of the closing conditions in this Agreement.

(d) Without limiting the generality of the foregoing, each party hereto shall: (i) respond as promptly as reasonably practicable to any inquiries received from, and supply as promptly as reasonably practicable any additional information or documentation that may be requested by any Governmental Authority, including the Antitrust Division of the U.S. Department of Justice (the "DOJ") and the Federal Trade Commission ("FTC") with respect to the transactions contemplated by this Agreement; (ii) promptly notify the other party of any material communication between that party and the FTC, the DOJ or any other Governmental Authority in respect of any filings, investigation, inquiry or other proceeding relating to the transactions and of any material communication received or given in connection with any proceeding by a private party relating to the transactions; (iii) subject to applicable Law, discuss with and permit the other party (and its counsel) to review in advance, and consider in good faith the other party's reasonable comments in connection with, any proposed filing or communication to the FTC, the DOJ or any other Governmental Authority or, in connection with any proceeding by a private party to any other person, relating to any filing, investigation, inquiry or other proceeding in connection with the transactions contemplated by this Agreement; (iv) not participate or agree to participate in any substantive meeting, telephone call or discussion with the FTC, the DOJ or any other Governmental Authority in respect of any filings, investigation or inquiry relating to any filing, investigation, inquiry, or other proceeding in connection with this Agreement or the transactions contemplated by this Agreement unless it consults with the other party in advance and, unless prohibited by such Governmental Authority, gives the other party the reasonable opportunity to attend and participate in such meeting, telephone call or discussion; and (v) subject to applicable Law, furnish the other party promptly with copies of all correspondence, filings and communications relating to any filing, investigation, inquiry or other proceeding pursuant to any Antitrust Law between them and their affiliates and their respective representatives on the one hand, and the FTC, the DOJ or any other Governmental Authority or members of their respective staffs on the other hand, with respect to this Agreement or the transactions contemplated hereby; provided, however, that the parties may, as they deem advisable and necessary, reasonably designate any confidential or competitively sensitive material (including regarding valuation) provided to the other party under this Section 7.3 as "outside counsel only" and nothing in this Section 7.3 shall require a party to provide any filing made under the HSR Act including under Items 4(c) and 4(d). Notwithstanding anything to the contrary in this Section 7.3 or anything else in this Agreement, after considering in good faith the views of the Company, Parent shall have final authority for determining the positions and regulatory actions to be taken, and joint written submissions to be made, to obtain approval from a Governmental Authority of the matters contemplated by this Agreement and the transactions consistent with Parent's obligations under this Section 7.3.

Section 7.4 Fees and Expenses. Except as otherwise set forth in this Agreement (including in Section 6.4, Section 7.3(b), Section 7.6(b) and Section 7.7(b)), all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid (either directly or, in the case of the Transaction Expense Amount,

indirectly through the adjustments to the Closing Cash Consideration) by the party incurring such fees or expenses, whether or not the transactions contemplated hereby are consummated.

Section 7.5 Employee Matters.


(c) The Company shall use its commercially reasonable efforts to obtain the resignations of the officers and the members of the Board of Directors or similar governing body

of the Company and each of the Company's Subsidiaries from such positions (and, if such person is an employee, not from employment with the applicable member of the Company Group), effective as of the Effective Time, in form and substance reasonably satisfactory to Parent, in each case, to the extent requested in writing by Parent no later than five (5) Business Days prior to the Closing Date.

(d) If requested by Parent in a written notice delivered to the Company not less than five Business Days prior to the Closing Date, the Company shall cause the board of directors (or the appropriate committee thereof) of the Company or its applicable Subsidiary to adopt resolutions and take such corporate actions as are necessary to terminate each Employee Benefit Plan that includes a cash or deferred arrangement intended to qualify under Section 401(k) of the Code (each, a "Company 401(k) Plan"), effective as of the day before the Closing Date. If each Company 401(k) Plan shall be terminated as set forth in the immediately preceding sentence, prior to the Closing Date, the Company shall deliver to Parent (a) executed resolutions of the board of directors (or the appropriate committee thereof) of the Company or its applicable Subsidiary authorizing the termination of such Company 401(k) Plan effective as of immediately prior to the Closing Date and (b) if timely available from the third party administrator of such plan, an executed copy of the amendment made to such Company 401(k) Plan in connection with such termination of the plan. Prior to the execution of any required resolutions or amendments in connection with this Section 7.5(d) the Company shall provide drafts of such resolutions and amendments to Parent, and the Company shall request that the applicable board of directors (or the appropriate committee thereof) take into account in good faith any reasonable comments made by Parent and its counsel thereon. If a Company 401(k) Plan is terminated, Parent shall ensure that a 401(k) plan of the Parent or an Affiliate will provide for participation by the affected Continuing Employees within thirty (30) days after Closing and allow a rollover of account balances and outstanding loans.

(e) Prior to the Closing, the Company and Holdings (as applicable) shall, or shall cause its applicable Affiliates to, complete the actions specified on Schedule 7.5(e).

(f) The provisions of this Section 7.5 are solely for the benefit of the parties to this Agreement, and no Continuing Employee (including any beneficiary or dependent thereof) or any other Person shall be regarded for any purpose as a third-party beneficiary of this Agreement, and no provision of this Section 7.5 shall create such rights in any such persons. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of Parent or the Final Surviving Corporation to terminate the employment of any Continuing Employee at any time and for any reason, (ii) require Parent or the Final Surviving Corporation to continue any Employee Benefit Plans or other employee benefit plans or arrangements or prevent the amendment, modification or termination thereof after the Closing, or (iii) amend any Employee Benefit Plans or other employee benefit plans or arrangements.

Section 7.6 Indemnification of Officers, Managers and Directors.

(a) From the Effective Time until the sixth anniversary of the Closing Date, all rights to indemnification, exculpation and the advancement of expenses by any member of the Company Group existing in favor of those Persons who were prior to, or who are as of, the Closing Date, directors, managers or officers of members of the Company Group (such Persons,

together with those Persons who were prior to, or who are as of, the Closing Date managers and officers of Holdings, the "D&O Persons") for their acts and omissions occurring prior to the Effective Time, as provided in the Company's and the Company Subsidiaries' Organizational Documents or any indemnification agreement or similar agreement between the Company and any of their current or former directors and officers as in effect on the date hereof (true and complete copies of which have been made available to Parent prior to the date hereof), shall survive the Merger, shall be observed by the Final Surviving Corporation and its Subsidiaries to the fullest extent available pursuant to applicable Law and shall not, following the Effective Time, be amended in any way that would adversely affect the rights of the current or former directors or officers of the Company with respect to the period prior to the Effective Time. Any claim made requesting indemnification, exculpation or advancement of expenses pursuant to such rights shall continue to be subject to this Section 7.6 until final disposition of an applicable claim.

(b) Prior to the Effective Time, Holdings shall obtain, at Parent's expense, "tail" insurance coverage for the benefit of the D&O Persons, in a form reasonably acceptable to Parent, which shall provide such D&O Persons with coverage for six (6) years following the Effective Time with respect to claims arising out of acts or omissions occurring at or prior to the Effective Time and that contains terms and conditions no less advantageous than, in the aggregate, the coverage currently provided by the Company's or its applicable Subsidiary's current policy (the "Tail Policy"); provided, that, if such Tail Policy is not available at a cost not to exceed 250% of the aggregate annual premium amount for the Company's or its applicable Subsidiary's current policy, the Company shall obtain, at Parent's expense, as much "tail" insurance coverage as is reasonably available at a cost not to exceed such amount. Parent shall cause the Final Surviving Corporation to maintain the Tail Policy and not take any action to amend, modify or terminate the Tail Policy during the term thereof.

(c) The provisions of this Section 7.6 shall survive the consummation of the Merger and are intended to be for the benefit of, and will be enforceable by, each of the D&O Persons and their successors, assigns and heirs.

(d) In the event that the Final Surviving Corporation or any of its Subsidiaries or any of their successors or assigns (i) 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 (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors or assigns of the Final Surviving Corporation, its applicable Subsidiaries or any of their respective successors or assigns, as the case may be, shall succeed to the obligations set forth in this Section 7.6.

Section 7.7 Certain Tax Matters.

(a) Cooperation on Tax Matters. Parent, the Final Surviving Corporation, and their Affiliates, on the one hand, and Holdings, on the other hand, shall cooperate, as and to the extent reasonably requested by the other party, in connection with the filing of any Tax Returns with respect to the Company Group and the conduct of any examination, investigation, audit, litigation or other Legal Proceeding with respect to Taxes (each a "Tax Claim"). Such cooperation shall include the retention and (upon the other party's request) the provision of

records and information which are reasonably relevant to any such Tax Return or Tax Claim and making employees and personnel available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder; provided, that Parent, the Final Surviving Corporation and their Affiliates shall not be required to provide such cooperation that would unreasonably interfere with their business or operations or unduly burden their management team and resources. From and after the date hereof, the Company and its Subsidiaries shall, and, after the Closing, Parent shall, cause the Final Surviving Corporation and its Subsidiaries to, retain all Books and Records with respect to Tax matters relating to all taxable periods beginning before the Closing Date, until the expiration of the statute of limitations (taking into account any extensions thereof) applicable to such taxable periods. Notwithstanding the foregoing, no party shall be unreasonably required to prepare any document, or determine any information, not then in its possession in response to a request under this Section 7.7. Notwithstanding anything to the contrary herein, Holdings shall have no obligation to prepare or file any Tax Returns with respect to the Company Group.

(b) Transfer Taxes. Parent shall be responsible for the payment of all Transfer Taxes imposed upon the Company or its Subsidiaries and arising out of, or incurred in connection with, the transactions contemplated hereby. The party required by Law to do so shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes and, if required by applicable Law, the other parties shall, and shall cause their respective Affiliates to, join in the execution of any such Tax Returns. The parties shall use commercially reasonable efforts to cooperate with each other to reduce or eliminate any Transfer Taxes imposed with respect to the transactions contemplated by this Agreement.

(c) Intended Tax Treatment. For all applicable Tax purposes, the parties to this Agreement agree to, and no party shall take any action or filing position inconsistent with, the following Tax treatment of the items specified below, unless otherwise required by applicable Law:

(i) (A) The rights of Holdings to the amounts held in the Escrow Fund shall be treated as deferred contingent purchase price eligible for installment treatment under Section 453 of the Code and (B) if and to the extent any amount is released from the Escrow Fund to Holdings, interest may be imputed on such amount if required by Section 483 or 1274 of the Code. In no event shall the aggregate amount of Escrow Fund proceeds payable to Holdings in respect of Company Shares exceed an amount equal to (A) the portion of the Escrow Amount to be deposited with respect to such the Company Shares, *multiplied by* (B) the greater of (I) 105% or (II) 100% plus five times the "Federal mid-term rate" as defined in Section 1274(d)(1) of the Code (expressed as a percentage) in effect at the time the Escrow Amount is funded. The preceding sentence is intended to ensure that the right of Holdings to such payments is not treated as a contingent payment without a stated maximum selling price under Section 453 of the Code and the Treasury Regulations promulgated thereunder.

(ii) The Merger and the Roll-Up Merger, taken together, shall be treated as a reorganization within the meaning of Section 368 of the Code, as described in Section 368(a)(2)(D) of the Code. The parties hereby adopt this Agreement as a plan of

reorganization within the meaning of Section 354 of the Code and U.S. Treasury Regulation Section 1.368-2(g).

(d) Tax Returns. To the extent Parent prepares and files a Tax Return of the Company Group for a Pre-Closing Tax Period that is first required to be filed after the Closing Date, the manner in which such Tax Returns are prepared will have no bearing on, and will not be taken into account with respect to, the determination of the Closing Cash Consideration. Notwithstanding anything to the contrary in this Agreement, the applicable member of the Company Group will elect under subsection 110(1.1) of the Income Tax Act (Canada) and otherwise comply with the conditions thereof in connection with the cancellation of equity incentives of Holdings in connection with the transactions contemplated hereby.

(e) Straddle Periods. For purposes of this Agreement, in the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the amount of any Taxes of the Company Group based upon or measured by net income or gain which relate to the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the close of business on the Closing Date (and for such purpose, the taxable period of any partnership or other pass-through entity in which any member of the Company Group holds a beneficial interest will be deemed to terminate at such time); provided that exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) shall be allocated between the portion of the Straddle Period ending on the Closing Date, on the one hand, and the portion of the Straddle Period beginning after the Closing Date, on the other hand, in proportion to the number of days in the Straddle Period included in the portion ending on the Closing Date and the number of days in the Straddle Period included in the portion beginning after the Closing. The amount of Taxes other than Taxes of the Company Group based upon or measured by net income or gain for the Straddle Period that relate to a Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the portion of the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

Section 7.8 Section 280G Approval. If required to avoid the imposition of Taxes under Section 4999 of the Code or the loss of deduction under Section 280G of the Code with respect to any payment or benefit in connection with the transactions contemplated by this Agreement, the Company will take commercially reasonable actions to (a) prior to the Closing Date, solicit from each "disqualified individual" (as defined in Section 280G(c) of the Code), as determined by the Company (and reasonably acceptable to Parent), who has received or may receive any payment or benefits that would constitute a "parachute payment" (within the meaning of Section 280G(b)(2)(A) of the Code), as determined by the Company (and reasonably acceptable to Parent), a waiver of such disqualified individual's rights to some or all of such payments or benefits (the "Waived 280G Benefits" and, each such waiver, a "280G Waiver") so that all remaining payments and/or benefits, if any, shall not be "excess parachute payments" (within the meaning of Section 280G of the Code) and (b) prior to the Closing Date, with respect to each individual who has provided a duly executed 280G Waiver, submit to a vote of the Holdings Members and/or such other Persons entitled to vote (in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations, as determined by

the Company (and reasonably acceptable to Parent)) the rights of any such "disqualified individual" to receive the Waived 280G Benefits. If any of the Waived 280G Benefits that are submitted to such a vote fail to be approved by the Holdings Members as contemplated above, such Waived 280G Benefits shall not be made or provided. Prior to the Closing Date, the Company shall deliver to Parent, for Parent's review, comment and approval, any Section 280G of the Code calculations or analysis prepared, drafts of the 280G Waivers, and drafts of any materials to be distributed to the Holdings Members or other Persons entitled to vote in connection with the foregoing. The Company shall consider any comments to such analysis, 280G Waivers, and materials in good faith. Prior to the Closing, the Company shall deliver to Parent evidence reasonably satisfactory to Parent that a vote of the Holdings Members was solicited in accordance with the foregoing provisions of this Section 7.8 and that either (i) the requisite number of votes of the Holdings Members was obtained with respect to any Waived 280G Benefits submitted to such a vote (the "280G Approval") or (ii) the 280G Approval was not obtained, and, as a consequence, the applicable Waived 280G Benefits shall not be made or provided.

Section 7.9 Payoff Indebtedness; Other Indebtedness; Lien Releases. No later than three Business Days prior to the Closing Date, the Company shall deliver to Parent a draft payoff letter and, no later than one Business Day prior to Closing, the Company shall deliver to Parent an executed payoff letter, in each case, with respect to the Company Group's senior secured credit facilities and in form and substance reasonably satisfactory to Parent (the "Payoff Indebtedness Letter"). The Payoff Indebtedness Letter shall (i) indicate the applicable Payoff Indebtedness Amount and state that, upon receipt of such Payoff Indebtedness Amount, the applicable Payoff Indebtedness and all related loan documents shall be terminated and (ii) provide that all Liens and all guarantees in connection with such Payoff Indebtedness relating to the assets and properties of the Company Group securing such Payoff Indebtedness shall be released and terminated upon the payment of such Payoff Indebtedness Amount. Without limiting the rights or obligations of Holdings or any Holdings Members under the [NAME] Holdings LLCA, solely as between the Company, on the one hand, and Holdings and the obligors under the [NAME] Loan, on the other hand, effective as of the Closing, the [NAME] Loan shall be deemed to be satisfied and discharged in full, with the [NAME] Loan Repayment Amount being deemed received by the Company as of immediately prior to the Closing (and included in the Closing Cash, with a corresponding reduction in the calculation of the Closing Cash Consideration, such that the calculation of the Closing Cash Consideration is not increased or decreased as a result of the repayment of the [NAME] Loan).

Section 7.10 Termination of Affiliate Agreements.

(a) Holdings and the Company shall not, and shall cause their respective Subsidiaries not to, prior to the Closing, amend, restate, supplement or otherwise modify any of the Affiliate Agreements without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed).

(b) Effective as of the Closing, the Company shall cause all Affiliate Agreements (other than those set forth in Schedule 7.10) to be terminated and settled in full without any further force or effect and without any further liability of obligation for the

Company or any of its Affiliates thereunder (including any post-closing payments thereunder), pursuant to one or more instruments in form and substance reasonably satisfactory to Parent.

Section 7.11 Notification of Certain Matters. Prior to the Closing, the Company shall notify Parent, and Parent shall notify the Company, promptly in writing (A) of any written notice or other written communication from any Person (including any Governmental Authority) alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or (B) if there has occurred any event, transaction or circumstance that causes any covenant or agreement of the Company or Parent, respectively, to be breached or that renders inaccurate any representation or warranty of the Company contained in this Agreement, in each case, such that it would result in the failure of any of the conditions set forth in Article VIII to be satisfied; provided, however, that no such notice shall have any effect on Parent's or the Company's, respectively, ability to assert the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Article VIII to be satisfied. Notwithstanding anything to the contrary in this Section 7.11, any failure to give notice in accordance with this Section 7.11 shall not constitute the failure of any condition set forth in Section 8.3 or Section 8.2, respectively, to be satisfied, or otherwise constitute a breach of this Agreement by the Company or Parent, respectively, in each case, unless the underlying breach would independently result in a failure of the conditions set forth in Section 8.3 or Section 8.2, respectively, to be satisfied.

Section 7.12 [Information of a Competitive Nature]

[redacted]

[redacted]

Section 7.13 [INFORMATION OF COMPETITIVE NATURE]

[redacted]

[redacted]

Section 7.14 [INFORMATION OF COMPETITIVE NATURE]

[redacted]

Section 7.15 [INFORMATION OF COMPETITIVE NATURE]

[redacted]

Section 7.16 Release. Effective as of the Closing, Holdings fully and unconditionally releases, acquits and forever discharges Parent and its Affiliates (including the Company Group) and their respective current and former directors, officers and employees, and Parent's and its Affiliates' former, current and future holders of equity, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners or assignees (or any former, current or future equityholder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing) from any and all manner of actions, causes of actions, claims, obligations, demands, damages, costs, expenses, compensation or other relief, whether known or unknown, whether at Law or in equity, arising out of Holdings' capacity as a direct or indirect holder of equity interests of the Company or any of its Subsidiaries at any time prior to the Closing; provided, however, that this release shall not apply to, affect or limit Holdings' rights with respect to any claim arising out of or relating to this Agreement, any other Transaction Document or the transactions contemplated hereby and thereby, including the Merger and the Roll-Up Merger, including Holdings' right to receive the Merger Consideration in the amounts and at the times specified herein with respect to the Company Shares.

Section 7.17 Waiver of Appraisal Rights. Holdings hereby irrevocably waives, to the fullest extent permitted by applicable Law, any appraisal rights, dissenter's rights or similar rights that Holdings may have in connection with the Merger, if any, and hereby

withdraws all objections to the transactions contemplated by this Agreement and/or demands for appraisal, if any, with respect to the Company Shares owned by Holdings.

Section 7.18 Use of Interim Investment Amount. The Company shall promptly inform Parent in writing of (i) receipt of the Interim Investment Amount or any portion thereof and (ii) the use of any such Interim Investment Amount or any portion thereof. Except with the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), the Company Group shall not use the Interim Investment Amount or any portion thereof for any purpose other than to fund the operations of the Company Group's business in the ordinary course consistent with past practice. The Company shall (i) use its reasonable best efforts to follow and track the use of the Interim Investment Amount or any portion thereof and to identify any changes in any account balances as a result of the use of the Interim Investment Amount and (ii) inform Parent in writing of how the use of the Interim Investment Amount or any portion thereof has affected any of the Company Group's account balances, including by providing supporting documentation reasonably requested by Parent in writing.

## ARTICLE VIII

## CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party hereto to effect the Merger shall be subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) No Injunctions or Restraints. No Law or Order enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority shall be in effect (whether temporary, preliminary or permanent) enjoining or prohibiting consummation of the Merger or the other transactions contemplated hereby, or making the consummation of the Merger or the other transactions contemplated hereby illegal.

(b) No Governmental Legal Proceedings. There shall not be instituted, pending or threatened in writing any Legal Proceeding initiated by any Governmental Authority challenging or seeking to make illegal, delay materially or otherwise restrain or prohibit the consummation of the Merger or the other transactions contemplated hereby.

(c) HSR Act Clearance. The waiting period (and any extensions thereof) applicable to the consummation of the transactions contemplated hereby under the HSR Act shall have expired or been terminated.

(d) Requisite Approval. The Requisite Approval shall have been obtained.

Section 8.2 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is further subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. Each representation and warranty of Parent, Merger Sub I and Merger Sub II set forth in Article V, disregarding all qualifications and

exceptions contained therein related to materiality or material adverse effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date), except where the failure to be so true and correct would not, individually or in the aggregate, have a material adverse effect on the ability of Parent, Merger Sub I or Merger Sub II to consummate the transactions contemplated by this Agreement or any other Transaction Document.

(b) Performance. Parent, Merger Sub I and Merger Sub II shall have performed and complied, in all material respects, with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by Parent, Merger Sub I and Merger Sub II at or prior to the Closing.

(c) Certificate of Parent, Merger Sub I and Merger Sub II. Parent shall have delivered to the Company a certificate in form and substance reasonably satisfactory to the Company to the effect that the conditions specified in Section 8.2(a) and Section 8.2(b) have been satisfied.

(d) Additional Deliveries by Parent. In addition to Parent's delivery of the Closing Cash Consideration Note and the Closing Parent Stock Consideration at the Closing as contemplated hereby and other payments to be made in connection with the Closing as contemplated hereby, at or prior to the Closing, Parent shall deliver, or cause to be delivered, to the Company the following:

(i) good standing certificates of Parent, Merger Sub I and Merger Sub II from their jurisdictions of organization, dated as of a date not more than 10 Business Days prior to the Closing Date; and

(ii) the Escrow Agreement, duly executed by Parent.

Section 8.3 Conditions to Obligations of Parent and Merger Sub I. The obligations of Parent, Merger Sub I and Merger Sub II to effect the Merger are further subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (1) The representations and warranties set forth in Section 4.1(a), Section 4.2, Section 4.7(b) and Section 4.22 shall be true and correct as of the date of this Agreement and as of the Closing Date, as if made on and as of the Closing Date (or, if given as to a specific date, at and as of such date); (2) the representations and warranties set forth in Section 4.3 shall be true and correct as of the date of this Agreement and as of the Closing Date, as if made on and as of the Closing Date (or, if given as to a specific date, at and as of such date), except for, solely in the case of the representations and warranties set forth in (A) the last two sentences of Section 4.3(a), (B) Section 4.3(b) and (C) Section 4.3(c), *de minimis* inaccuracies or breaches; and (3) each other representation and warranty of the Company set forth in Article IV, disregarding all qualifications and exceptions contained therein related to materiality or Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date), except where the failure to be so true and correct has not

had and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Performance. The Company shall have performed and complied, in all material respects, with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Company at or before the Closing.

(c) Certificate of the Company. The Company shall have delivered to Parent, Merger Sub I and Merger Sub II a certificate in form and substance reasonably satisfactory to Parent to the effect that the conditions specified in Section 8.3(a) and Section 8.3(b) have been satisfied.

(d) Additional Deliveries by the Company. At or prior to the Closing, the Company shall deliver, or cause to be delivered, to Parent the following:

(i) a certificate dated as of the Closing Date, duly executed by the Secretary of the Company on behalf of the Company, certifying as to (A) attached copies of the Company's Organizational Documents and stating that such Organizational Documents are in full force and effect as of the Closing Date and have not been amended, modified, revoked or rescinded, and (B) attached copies of (i) the resolutions of the board of directors of the Company authorizing and approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (ii) the Requisite Approval and, in each case, stating that such resolutions or consents have been duly adopted and have not been amended, modified, revoked or rescinded;

(ii) a good standing certificate of the Company from the Secretary of State of the State of Delaware, dated as of a date not more than 10 Business Days prior to the Closing Date;

(iii) a complete and duly executed IRS Form W-9 from Holdings and a complete and duly executed IRS Form W-9 or applicable IRS Form W-8 for each payee of Payoff Indebtedness or the Transaction Expense Amount;

(iv) a statement from the Company, signed by an authorized officer, that the Company is not, and has not been at any time during the five years preceding the date of such statement, a "United States real property holding corporation", as defined in Section 897(c)(2) of the Code, such statement in form and substance reasonably satisfactory to Parent and conforming to the requirements of Treasury Regulations Section 1.1445-2(c)(3) and 1.897-2(h), and a notice of such statement to be delivered by Parent to the IRS on behalf of the Company in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2);

(v) the Escrow Agreement, duly executed by the Escrow Agent and Holdings;

(vi) counterpart signature pages to the Sponsor Shareholders Agreement, duly executed by (A) Holdings with respect to the Closing Parent Stock

Consideration attributable to the Stealth Sponsors and (B) the Stealth Sponsors who are listed on Schedule 8.3(d)(vi); and

[Information of a Competitive Nature]

Section 8.4 Frustration of Closing Conditions. None of the Company, Parent, Merger Sub I or Merger Sub II may rely on the failure of any condition set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was primarily due to the failure of such party to perform any of its obligations under this Agreement.

## ARTICLE IX

## TERMINATION

Section 9.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated:

(a) by either the Company or Parent, by written notice to the other party, if the Closing shall not have occurred on or before January 31, 2025 (the "End Date"); provided that the right to terminate this Agreement under this Section 9.1(a) shall not be available to any party whose action or failure to act has been the cause or resulted in the failure of the Merger to occur (or of each such condition to have been satisfied) on or before such date and such action or failure to act constitutes a material breach of this Agreement;

(b) by mutual agreement in writing of Parent and the Company;

(c) by Parent, by written notice to the Company, if the Company shall have breached any representation, warranty, obligation or agreement hereunder (or if any such representation or warranty shall have become inaccurate or if the Company shall have failed to perform such obligation or agreement) which breach, inaccuracy or failure to perform would give rise to a failure of a condition set forth in Section 8.3(a) or Section 8.3(b) and such breach, inaccuracy or failure to perform shall not have been cured within 20 days following receipt by the Company of written notice of such breach, inaccuracy or failure to perform or such breach, inaccuracy or failure to perform is incapable of being cured; provided that no such cure period shall apply with respect to the Company's obligation to effect the Closing when required in accordance with Section 2.2; provided, further, that the right to terminate this Agreement pursuant to this Section 9.1(c) shall not be available if Parent, Merger Sub I or Merger Sub II is then in material breach of any provision of this Agreement;

(d) by the Company, by written notice to Parent, if Parent, Merger Sub I or Merger Sub II shall have breached in any respect any representation, warranty, obligation or agreement hereunder (or if any such representation or warranty shall have become inaccurate or if the Company shall have failed to perform such obligation or agreement) which breach, inaccuracy or failure to perform would give rise to a failure of a condition set forth in Section 8.2(a) or Section 8.2(b) and such breach, inaccuracy or failure to perform shall not have

been cured within 20 days following receipt by Parent of written notice of such breach, inaccuracy or failure to perform or such breach, inaccuracy or failure to perform is incapable of being cured; provided that no such cure period shall apply with respect to Parent's, Merger Sub I's or Merger Sub II's obligation to effect the Closing when required in accordance with Section 2.2; provided, further, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available if the Company is then in material breach of any provision of this Agreement;

(e) by Parent or the Company if any Order of a court or other competent Governmental Authority enjoining or prohibiting the consummation of the Merger shall have become final and nonappealable; or

(f) by Parent, if the Requisite Approval has not been obtained within two Business Days from the date of this Agreement.

Section 9.2 Procedure Upon Termination. In the event of termination and abandonment by Parent or the Company, or both, pursuant to Section 9.1, written notice thereof shall forthwith be given to the other party or parties setting forth a reasonably detailed description of the basis on which such party is terminating this Agreement, and this Agreement shall terminate without further action by Parent or the Company.

Section 9.3 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, each of the parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination, and such termination shall be without liability to any party hereto; provided, however, that the obligations of the parties set forth in Section 7.2, Section 7.4, this Section 9.3, Article XI (in each case, including relevant definitions of terms set forth in Article I) and the Confidentiality Agreement shall survive any such termination and shall be enforceable hereunder; provided, further, that nothing herein shall relieve Parent, Merger Sub I, Merger Sub II or the Company of any Liability for any Intentional Breach of this Agreement prior to the effective date of termination. For purposes of this Agreement, "Intentional Breach" shall mean any deliberate act or failure to act, which act or failure to act constitutes in and of itself a material breach of this Agreement with actual knowledge that the taking of, or the failure to take, such act would reasonably be expected to cause a breach of this Agreement.

## ARTICLE X

## NO SURVIVAL

Section 10.1 Survival. Notwithstanding anything to the contrary in this Agreement, (a) the representations or warranties contained in this Agreement or any schedule, instrument, certificate or other document delivered pursuant to this Agreement, including the certificates to be delivered pursuant to Section 8.2(c) and Section 8.3(c), shall not survive, and shall terminate and be of no further force or effect as of the Closing; provided, that nothing herein shall limit Parent's ability to recover under the Parent R&W Insurance Policy, (b) any covenant or agreement required to be performed in this Agreement before the Closing shall not survive, and shall terminate and be of no further force or effect as of the Closing and (c) all other

covenants and agreements in this Agreement required to be performed at or following the Closing or termination of this Agreement shall survive in accordance with their respective terms. Notwithstanding the forgoing or Section 10.2, nothing herein shall limit any Person's Liability with respect to such Person's Fraud.

Section 10.2 No Recourse. For the avoidance of doubt, except in the case of Fraud, in no event shall any Holdings Member have any Liability to Parent, the Final Surviving Corporation or any other Person under this Agreement. Notwithstanding anything that may be expressed or implied in this Agreement, except in the case of Fraud, no Person who is not a named party to this Agreement or such other Transaction Document (except for New Parent, as provided in Section 11.7), including without limitation any past, present or future director, officer, employee, incorporator, member (including any Holdings Member), manager, partner, equityholder, Affiliate, agent, attorney or representative of any named party to this Agreement or such other Transaction Document (each, "Non-Party"), shall have any liability (whether in contract or tort, in law or in equity, or based upon any theory that seeks to "pierce the corporate veil" or impose liability of an entity against its owners or Affiliates or otherwise) for any obligations or liabilities arising under, in connection with or related to this Agreement or such other Transaction Document or for any claim based on, in respect of, or by reason of this Agreement or any other Transaction Document or its negotiation or execution, and each party hereto waives and releases all such liabilities, claims and obligations against each such Non-Party. Without limiting the foregoing, for the avoidance of doubt, in no event (other than in the case of Fraud) shall Holdings have any liability or responsibility with respect to any of the representations, warranties, covenants or agreements of the Company set forth in this Agreement or in the certificate to be delivered pursuant to Section 8.3(c). Each Non-Party is expressly intended as a third party beneficiary of this Section 10.2.

## ARTICLE XI

## MISCELLANEOUS

Section 11.1 Specific Performance. The parties hereto agree that irreparable damage would 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 an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity. Any and all remedies herein expressly conferred herein upon a party hereto shall be deemed to be cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or in equity upon such party, and the exercise by a party hereto of any one remedy will not preclude the exercise of any other remedy.

Section 11.2 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement and any matter based upon or arising out of this Agreement, any other Transaction Document or the transactions contemplated hereby or thereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of

laws thereof, as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware or any federal court sitting in the State of Delaware, in connection with any matter based upon or arising out of this Agreement, any other Transaction Document or the transactions contemplated hereby or thereby and agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process. The parties hereto agree that a final judgment in any Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF.

Section 11.3 Entire Agreement; Amendments and Waivers. This Agreement and the other Transaction Documents (including the schedules and exhibits hereto and thereto and the Confidentiality Agreement) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and thereof and can be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by written instrument making specific reference to this Agreement or such other Transaction Document, as applicable, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement or any other Transaction Document, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 11.4 No Third Party Beneficiaries. This Agreement, the Company Disclosure Schedule and the other Transaction Documents (including the schedules and exhibits hereto and thereto) are not intended to, and shall not, confer upon any other Person any rights or remedies hereunder, except for (a) Section 10.2 which is for the benefit of the Non-Parties, (b) Section 7.6, which is for the benefit of the D&O Persons, and (c) Article III, which, following the Effective Time, is for the benefit of Holdings.

Section 11.5 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) when delivered or sent if

delivered in person, (b) on the third Business Day after dispatch by registered certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained, other than by means of automatically-generated reply), in each case as follows:

If to the Company (prior to the Closing), to:

[NAME] Inc.
[ADDRESS]
Attention: [NAMES]
E-mail: [E-MAIL ADDRESSES]

With a copy (which shall not constitute notice), to:

[NAME] LLP (US)
[ADDRESS]
Attention: [NAME]
Email: [E-MAIL ADDRESS]

If to Holdings, to:

[NAME] LLC
[ADDRESS]
Attention: [NAMES]
Email: [E-MAIL ADDRESSES]

With a copy (which shall not constitute notice), to:

[NAME] LLP (US)
[ADDRESS]
Attention: [NAME]
Email: [E-MAIL ADDRESS]

If to Parent, Merger Sub I or Merger Sub II, to:

c/o [NAME] Corporation
[ADDRESS]

Attention: [NAMES]
Email: [E-MAIL ADDRESSES]

With a copy (which shall not constitute notice), to:

[NAME] LLP
[ADDRESS]

Attention: [NAMES]
Email: [E-MAIL ADDRESSES]

and

[NAME] LLP
[ADDRESS]

Attention: [NAME]
Email: [E-MAIL ADDRESS]

Section 11.6 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

Section 11.7 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other party hereto; provided, however, that Parent may assign this Agreement and any of their respective rights, interests and obligations hereunder, in whole or in part, by operation of Law or otherwise, without the prior written consent of the Company, to New Parent or any of Parent's or New Parent's their respective Affiliates; provided, further, that any assignment pursuant to the preceding proviso shall not relieve Parent of any of its obligations hereunder or operate to modify the definition of "Parent Stock". Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their

respective successors and permitted assigns, including New Parent as successor to Parent. Any purported assignment not permitted under this Section 11.7 shall be null and void.

Section 11.8 Conflict of Interest Waiver. If Holdings or any applicable Holdings Member so desires, without the need for any consent or waiver by the Company or Parent, each of [NAME] LLP (US), [NAME] PC and [NAME] LLP will be permitted to represent Holdings or any Holdings Member after the Closing in connection with any matter related to the transactions contemplated by this Agreement, any other agreements referenced in this Agreement or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, each such law firm will be permitted to represent Holdings in connection with any negotiation, transaction or dispute (including any litigation, arbitration or other adversary proceeding) with Parent, the Final Surviving Corporation or any of their Affiliates under or relating to this Agreement or any transaction contemplated by this Agreement, such as claims or disputes arising under other agreements entered into in connection with this Agreement.

Section 11.9 Attorney-Client Privilege. At and after the Effective Time, the attorney-client privilege of the Company or any other member of the Company Group with respect to confidential pre-Closing communications related to the Merger, the other transactions contemplated hereby (including with respect to all oral and written documents, memoranda and other communications in preparation for or otherwise in connection with the foregoing (the "Attorney-Client Communications")) will be deemed to be the right of Holdings, and not that of the Final Surviving Corporation, and may be waived only by Holdings, unless a court or tribunal of competent jurisdiction has determined that no attorney-client privilege or associated protection applies to such communication. Notwithstanding anything to the contrary herein, the Company Group shall provide any Attorney-Client Communications in the Final Surviving Corporation's possession to Holdings upon Holdings' reasonable advance written request. Absent the consent of Holdings, neither Parent nor the Final Surviving Corporation will knowingly access or use Attorney-Client Communications following the Closing in any dispute between Parent or the Final Surviving Corporation, on the one hand, and Holdings, on the other hand, relating to the Merger or the other transactions contemplated hereby. For the avoidance of doubt, in the event that a dispute arises after the Closing between Parent or the Final Surviving Corporation, on the one hand, and a third party other than Holdings, on the other hand, the Parent or the Final Surviving Corporation (as applicable) may assert the attorney-client privilege to prevent disclosure of Attorney-Client Communications to such third party.

Section 11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or otherwise shall be sufficient to bind the parties to the terms and conditions of this Agreement.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

DOCTOR NO PARENT LIMITED

By: (Signed)
Name:
Title:

NIGHTHAWK MERGER SUB I, INC.

By: (Signed)
Name:
Title:

NIGHTHAWK MERGER SUB II, INC.

By: (Signed)
Name:
Title:

STEALTH TOPCO HOLDINGS LLC

By: (Signed)
Name:
Title:

STEALTH TOPCO INC.

By: (Signed)
Name:
Title: