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

# FORM 8-K

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

**Date of Report (Date of earliest event reported): July 15, 2021 (July 14, 2021)**

# Reinvent Technology Partners Y
**(Exact name of registrant as specified in its charter)**

| **Cayman Islands** | **001-40216** | **98-1562265** |
|---|---|---|
| **(State or other jurisdiction of incorporation)** | **(Commission File Number)** | **(I.R.S. Employer Identification No.)** |

| | |
|---|---|
| **215 Park Avenue, Floor 11**<br>**New York, NY** | **10003** |
| **(Address of principal executive offices)** | **(Zip Code)** |

**(212) 457-1272**
**(Registrant's telephone number, including area code)**

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

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

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| **Units, each consisting of one Class A ordinary share and one-eighth of one redeemable warrant** | **RTPY.U** | **The Nasdaq Stock Market LLC** |
| **Class A ordinary shares, par value $0.0001 per share** | **RTPY** | **The Nasdaq Stock Market LLC** |
| **Redeemable warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50** | **RTPY WS** | **The Nasdaq Stock Market LLC** |

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

Emerging growth company ☒

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

**Item 1.01 Entry into a Material Definitive Agreement.**

**Merger Agreement**

Reinvent Technology Partners Y is a blank check company incorporated as a Cayman Islands exempted company and formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses ("RTPY"). On July 14, 2021, RTPY entered into an Agreement and Plan of Merger (the "Merger Agreement") with Aurora Innovation, Inc., a Delaware corporation ("Aurora"), and RTPY Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of RTPY ("Merger Sub").

***The Merger***

The Merger Agreement provides that, among other things and upon the terms and subject to the conditions thereof, the following transactions will occur (together with the other agreements and transactions contemplated by the Merger Agreement, the "Business Combination"):

(i) at the closing of the transactions contemplated by the Merger Agreement (the "Closing"), upon the terms and subject to the conditions of the Merger Agreement, in accordance with the General Corporation Law of the State of Delaware, as amended ("DGCL"), Merger Sub will merge with and into Aurora, the separate corporate existence of Merger Sub will cease and Aurora will be the surviving corporation and a wholly owned subsidiary of RTPY (the "Merger");

(ii) upon the effective time of the Domestication (as defined below), RTPY will immediately be renamed "Aurora Innovation, Inc." (after the Domestication RTPY is referred to as "Aurora Innovation");

(iii) as a result of the Merger, among other things, all outstanding shares of Aurora capital stock will be cancelled in exchange for the right to receive shares of Aurora Innovation Class A common stock (at a deemed value of $10.00 per share) and shares of Aurora Innovation Class B common stock (at a deemed value of $10.00 per share) representing a pre-transaction equity value of Aurora of $11.0 billion; the Aurora Innovation Class B common stock will have the same economic terms as the Aurora Innovation Class A common stock, but the Aurora Innovation Class B common stock will carry ten votes per share while the Aurora Innovation Class A common stock will carry one vote per share; and

(iv) as a result of the Merger, all outstanding Aurora equity awards outstanding as of immediately prior to the effective time of the Merger that will be converted into awards based on Aurora Innovation Class A common stock.

The Business Combination has been unanimously approved by the Transaction Committee (the "RTPY Transaction Committee") of the Board of Directors (the "RTPY Board") of RTPY. RTPY formed the RTPY Transaction Committee, consisting of all of the members of the RTPY Board other than Karen Francis, to evaluate and make any decision on behalf of the full RTPY Board with respect to the Business Combination with Aurora. Ms. Francis, who is also a director of TuSimple Holdings Inc., is not a member of the Transaction Committee, was not permitted to attend any sessions of the Transaction Committee, and has recused herself from discussions of the RTPY Board about the Business Combination and voting on matters related to the Business Combination. Reid Hoffman, a non-voting observer on the RTPY Board and a member of Aurora's Board of Directors, is not a member of the Transaction Committee, was not permitted to attend any sessions of the Transaction Committee, and has recused himself from discussions and decisions of the RTPY Board about the Business Combination. Mr. Hoffman also recused himself from discussions of the Aurora's Board of Directors or management about the Business Combination and voting on matters related to the Business Combination.

***The Domestication***

Prior to the Closing, subject to the approval of RTPY's shareholders, and in accordance with the DGCL, Cayman Islands Companies Act (as revised) (the "CICA") and RTPY's Amended and Restated Memorandum and Articles of Association (as may be amended from time to time, the "Cayman Constitutional Documents"), RTPY will effect a deregistration under the CICA and a domestication under Section 388 of the DGCL (by means of filing a certificate of domestication with the Secretary of State of Delaware), pursuant to which RTPY's jurisdiction of incorporation will be changed from the Cayman Islands to the State of Delaware (the "Domestication").

In connection with the Domestication, (i) each of the then issued and outstanding Class A ordinary shares of RTPY, will convert automatically, on a one-for-one basis, into a share of Aurora Innovation Class A common stock, (ii) each of the then issued and outstanding Class B ordinary shares of RTPY, will convert automatically, on a one-for-one basis, into a share of Aurora Innovation Class A common stock, (iii) each then issued and outstanding warrant of RTPY will convert automatically into a warrant to acquire one share of Aurora Innovation Class A common stock("Aurora Innovation Class A Warrant"), pursuant to the Warrant Agreement, dated March 15, 2021, between RTPY and Continental Stock Transfer & Trust Company, as warrant agent, and (iv) each then issued and outstanding unit of RTPY will separate automatically into a share of Aurora Innovation Class A common stock, on a one-for-one basis, and one-eighth of one Aurora Innovation Class A Warrant.

***Conditions to Closing***

The Merger Agreement is subject to the satisfaction or waiver of certain customary closing conditions, including, among others, (i) approval of the Business Combination and related agreements and transactions by the shareholders of RTPY and equityholders of Aurora, (ii) effectiveness of the proxy statement / registration statement on Form S-4 to be filed by RTPY in connection with the Business Combination, (iii) expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act, (iv) receipt of approval for listing on Nasdaq the shares of Aurora Innovation Class A common stock to be issued in connection with the Merger, (v) that RTPY have at least $5,000,001 of net tangible assets upon Closing and (vi) the absence of any injunctions.

Other conditions to Aurora's obligations to consummate the Merger include, among others, that as of the Closing, (i) the Domestication has been completed, (ii) the amount of cash available in (x) the trust account into which substantially all of the proceeds of RTPY's initial public offering and private placements of its warrants have been deposited for the benefit of RTPY, certain of its public shareholders and the underwriters of RTPY's initial public offering (the "Trust Account"), after deducting the amount required to satisfy RTPY's obligations to its shareholders (if any) that exercise their rights to redeem their RTPY Class A ordinary shares pursuant to the Cayman Constitutional Documents (the "Redemption Obligations") and after payment of (a) any deferred underwriting commissions being held in the Trust Account and (b) any transaction expenses of RTPY, Aurora or their respective affiliates plus (y) the PIPE Investment (as defined below), is equal to or greater than $1,500,000,000, and (iii) the amount of the Redemption Obligations will not exceed $500,000,000. Further, another condition to RTPY's obligations to consummate the Merger is the absence of a Company Material Adverse Effect (as defined in the Merger Agreement) on Aurora.

***Covenants***

The Merger Agreement contains additional covenants, including, among others, providing for (i) the parties to conduct their respective businesses in the ordinary course through the Closing, (ii) the parties to not initiate any negotiations or enter into any agreements for certain alternative transactions, (iii) RTPY to prepare and file a proxy statement/registration statement on Form S-4 (the "S-4") and take certain other actions to obtain the requisite approval of RTPY shareholders of certain proposals regarding the Business Combination (including the Domestication) and (iv) the parties to use reasonable best efforts to obtain necessary approvals from governmental agencies.

***Representations and Warranties***

The Merger Agreement contains customary representations and warranties by RTPY, Merger Sub, and Aurora. The representations and warranties of the respective parties to the Merger Agreement generally will not survive the Closing.

***Termination***

The Merger Agreement may be terminated at any time prior to the Closing (i) by mutual written consent of RTPY and Aurora, (ii) by Aurora, if there is a Modification in Recommendation (as defined in the Merger Agreement), (iiii) by RTPY, if certain approvals of the equityholders of Aurora, to the extent required under the Merger Agreement, are not obtained five business days after the S-4 has been declared effective by the Securities Exchange Commission, or (iv) by either RTPY or Aurora in certain other circumstances set forth in the Merger Agreement, including (a) if certain approvals of the shareholders of RTPY, to the extent required under the Merger Agreement, are not obtained as set forth therein, (b) if any Governmental Authority (as defined in the Merger Agreement) shall have issued or otherwise entered a final, nonappealable order making consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger, or (c) in the event of certain uncured breaches by the other party.

**Certain Related Agreements**

***Subscription Agreements***

On July 14, 2021, concurrently with the execution of the Merger Agreement, RTPY entered into subscription agreements (the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors"), pursuant to, and on the terms and subject to the conditions of which, the PIPE Investors have collectively subscribed for 100 million shares of Aurora Innovation Class A common stock for an aggregate purchase price equal to $1 billion (the "PIPE Investment"). The PIPE Investment will be consummated substantially concurrently with the Closing.

The Subscription Agreements for the PIPE Investors provide for certain registration rights. In particular, RTPY is required to no later than 30 calendar days following the Closing, submit to or file with the SEC a registration statement registering the resale of such shares. Additionally, RTPY is required to use its commercially reasonable efforts to have the registration statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day following the filing date thereof if the SEC notifies the Company that it will "review" the registration statement) and (ii) the 10th business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the registration statement will not be "reviewed" or will not be subject to further review. The Company must use commercially reasonable efforts to keep the registration statement effective until the earliest of: (a) the date the PIPE Investors no longer hold any registrable shares, (b) the date all registrable shares held by the PIPE Investors may be sold without restriction under Rule 144 and (c) three years from the date of effectiveness of the registration statement.

The Subscription Agreements will terminate with no further force and effect (x) upon the earliest to occur of: (i) such date and time as the Merger Agreement is terminated in accordance with its terms; (ii) the mutual written agreement of the parties to such Subscription Agreement; and (iii) January 10, 2022, if the Closing has not occurred by such date, or (y) if any of the conditions to closing set forth in such Subscription Agreements are not satisfied or waived, or are not capable of being satisfied, on or prior to the Closing and, as a result thereof, the transactions contemplated by the Subscription Agreements will not be or are not consummated at the Closing.

***Sponsor Support Agreement***

On July 14, 2021, RTPY entered into a Sponsor Support Agreement (the "Sponsor Support Agreement") with Reinvent Sponsor Y LLC, a Cayman Islands limited liability company (the "Sponsor"), Aurora and the other parties thereto, pursuant to which the Sponsor and each director and officer of RTPY (other than Ms. Francis) agreed to, among other things, vote in favor of the Merger Agreement and the transactions contemplated thereby, in each case, subject to the terms and conditions contemplated by the Sponsor Support Agreement.

***Sponsor Agreement***

On July 14, 2021, RTPY entered into the Sponsor Agreement (the "Sponsor Agreement") with the Sponsor and Aurora, pursuant to which the parties thereto agreed, among other things, that (i) in the event that more than 22.5% of the outstanding RTPY Class A ordinary shares are redeemed, and the Sponsor, any affiliate of the Sponsor or any other person arranged by the Sponsor has not provided backstop or alternative financing to replace such redemptions above the 22.5% threshold, the Sponsor will forfeit a number of RTPY Class B ordinary shares then owned by the Sponsor immediately before the Domestication, with such number of forfeited RTPY Class B ordinary shares calculated on a sliding scale tied to the unreplaced redemptions, (ii) subject to the forfeiture (if any) described in the immediately preceding clause, shares of Aurora Innovation Class A common stock held by the Sponsor as of the Domestication will be subject to certain vesting and lock-up terms, (iii) the Sponsor will exercise all of its Aurora Innovation Class Warrants acquired by the Sponsor in the private placement for cash or on a "cashless basis" on or prior to the date upon which Aurora Innovation elects to redeem the public Aurora Innovation Class Warrants in accordance with the Warrant Agreement, dated as of March 15, 2021, between RTPY and Continental Stock Transfer & Trust Company, if the last reported sales price of the Aurora Innovation Class A common stock for any 20 trading days within the 30 trading-day period ending on the third trading day prior to the date on which notice of the redemption is given exceeds $18.00 per share (subject to certain adjustments), and (iv) the Sponsor will have the right to designate a Class III director to Aurora Innovation's Board of Directors for the first and second terms of the Class III directors.

***Company Holders Support Agreement***

On July 14, 2021, RTPY entered into the Voting and Support Agreements (the "Company Holders Support Agreements") , in each case, with Merger Sub and an Aurora stockholder party thereto, pursuant to which each Aurora stockholder party has agreed, among other things, to vote in favor of the adoption and approval of the Merger Agreement and the other documents to which Aurora is a party contemplated by the Merger Agreement and the transactions contemplated thereby.

***Transfer Restrictions and Registration Rights***

The Merger Agreement contemplates that, at the Closing, Aurora Innovation, the Sponsor, certain equityholders of Aurora and certain of their respective affiliates, as applicable, and the other parties thereto, will enter into an Amended and Restated Registration Rights Agreement (the "Registration Rights Agreement"), pursuant to which Aurora Innovation will agree to register for resale, pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), certain shares of Aurora Innovation Class A common stock that are held by the parties thereto from time to time.

The Merger Agreement contemplates that, at the Closing, Aurora Innovation and the Major Company Equityholders (as defined in the Merger Agreement) will enter into a Lock-Up Agreement (the "Lock-Up Agreement"). The Lock-Up Agreement contains certain restrictions on transfer with respect to shares of Aurora Innovation common stock held by the Major Company Equityholders immediately following the Closing (other than shares purchased in the public market or in the PIPE Investment) and the shares of Aurora Innovation common stock issuable to directors, officers and employees of Aurora Innovation upon settlement or exercise of equity awards outstanding as of immediately following the Closing in respect of awards of Aurora outstanding immediately prior to the Closing (the "Major Company Equityholders Lock-up Shares"). Such restrictions begin at the Closing and end in tranches of 25% of the Major Company Equityholders' Lock-up Shares at each of (i) the one-year anniversary of Closing, (ii) the two-year anniversary of the Closing, (iii) the three-year anniversary of the Closing and (iv) the four-year anniversary of the Closing. If, after Closing, Aurora Innovation completes a transaction that results in a change of control, the Major Company Equityholders Lock-up Shares are released from restriction immediately prior to such change of control. Pursuant to the Sponsor Agreement, the shares of Aurora Innovation common stock (other than shares purchased in the public market or in the PIPE Investment) held by Sponsor are subject to the same restrictions and releases as the Major Company Equityholder Lock-up Shares in addition to the additional vesting thresholds described in therein.

The proposed bylaws of Aurora Innovation also contain restrictions on transfer for a period of 180 days following the Closing with respect to shares of Aurora Innovation common stock issued to holders of Aurora capital stock in the Merger and issuable to directors and executives officers of Aurora Innovation upon settlement or exercise of equity awards of Aurora Innovation outstanding as of immediately following the Closing in respect of equity awards of Aurora outstanding immediately prior to the Closing (the "Bylaw Lock-up Shares").

The foregoing description of the Merger Agreement, the Subscription Agreements, the Sponsor Support Agreement, the Sponsor Agreement and the Company Holders Support Agreements, and the transactions and documents contemplated thereby, is not complete and is subject to and qualified in its entirety by reference to the Merger Agreement, the form of Subscription Agreement, the Sponsor Support Agreement and the Sponsor Agreement, copies of which are filed with this Current Report on Form 8-K as Exhibit 2.1, Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, and Exhibit 10.4 respectively, and the terms of which are incorporated by reference herein.

The Merger Agreement, the Subscription Agreements, the Sponsor Support Agreement, the Sponsor Agreement and the Company Holders Support Agreements have been included to provide investors with information regarding its terms. They are not intended to provide any other factual information about RTPY or its affiliates. The representations, warranties, covenants and agreements contained in the Merger Agreement, the Subscription Agreements, the Sponsor Support Agreements, the Sponsor Agreements, the Company Holders Support Agreements and the other documents related thereto were made only for purposes of such agreements as of the specific dates therein, were solely for the benefit of the parties to such agreements, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to such agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Merger Agreement, the Subscription Agreements, the Sponsor Support Agreement, the Sponsor Agreement or the Company Holders Support Agreements should not rely on the representations, warranties, covenants and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Merger Agreement, the Subscription Agreements, the Sponsor Support Agreement, the Sponsor Agreement or the Company Holders Support Agreement, as applicable, which subsequent information may or may not be fully reflected in the RTPY's public disclosures.

**Item 3.02 Unregistered Sales of Equity Securities**

The disclosure set forth above in Item 1.01 of this Current Report onForm 8-K with respect to the PIPE Investment is incorporated by reference in this Item 3.02. The shares of Aurora Innovation Class A common stock to be issued in connection with the PIPE Investment will not be registered under the Securities Act and will be issued in reliance on the exemption from registration requirements thereof provided by Section 4(a)(2) of the Securities Act. The shares of Aurora Innovation Class B common stock to be issued in connection with the pre-closing restructuring of the Company as described in the Merger Agreement will not be registered under the Securities Act and will be issued in reliance on the exemption from registration requirements thereof provided by Section 4(a)(2) of the Securities Act.

**Item 7.01 Regulation FD Disclosure**

On July 15, 2021, RTPY and Aurora issued a joint press release (the 'Press Release") announcing the entry into the Merger Agreement. The Press Release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Attached as Exhibit 99.2 and incorporated herein by reference is an investor presentation, dated as of July 14, 2021, for use by RTPY in meetings with certain of its shareholders as well as other persons with respect to the Merger and the PIPE Investment, as described in this Current Report on Form 8-K.

Attached as Exhibit 99.3 and incorporated herein by reference is the transcript of a fireside chat with Chris Urmson, Sterling Anderson, Co-Founders and Chief Product Officer of Aurora, Mark Pincus and Michael Thompson, CEO and CFO of Reinvent and former Fast Company editor Bob Safian on July 15, 2021, at 11:00 am. ET / 8:00 a.m. PT., to discuss the Business Combination, as described in this Current Report on Form 8-K.

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

**Cautionary Statement Regarding Forward-Looking Statements**

This Current Report on Form 8-K contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transaction between RTPY and Aurora. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "continue," "likely," and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this Current Report on Form 8-K, including but not limited to: (i) the risk that the proposed transaction may not be completed in a timely manner or at all, which may adversely affect the price of RTPY's securities, (ii) the risk that the proposed transaction may not be completed by RTPY's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by RTPY, (iii) the failure to satisfy the conditions to the consummation of the proposed transaction, including the adoption of the Merger Agreement, by and among RTPY, Aurora and Merger Sub, by the shareholders of RTPY, the satisfaction of the minimum cash condition following redemptions by RTPY's public shareholders and the receipt of certain governmental and regulatory approvals, (iv) the inability to complete the PIPE Investment in connection with the proposed transaction, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, (vi) the effect of the announcement or pendency of the proposed transaction on Aurora's business relationships, operating results and business generally, (vii) risks that the proposed transaction disrupts current plans and operations of Aurora and potential difficulties in Aurora employee retention as a result of the proposed transaction, (viii) the outcome of any legal proceedings or other disputes that may be instituted against Aurora or against RTPY related to the Merger Agreement or the proposed transaction or otherwise, (ix) the ability to maintain the listing of RTPY's securities on a national securities exchange, (x) the price of RTPY's securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which RTPY plans to operate or Aurora operates,

variations in operating performance across competitors, changes in laws and regulations affecting RTPY's or Aurora's business and changes in the combined capital structure, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities, and (xii) the risk of downturns and a changing regulatory landscape in the highly competitive self-driving industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of RTPY's registration statement on Form S-1 (File No. 333-253075), its Quarterly Report on Form 10-Q for the period ended March 31, 2021, the registration statement on Form S-4 discussed below and other documents filed by RTPY from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and RTPY and Aurora assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither RTPY nor Aurora gives any assurance that either RTPY or Aurora or the combined company will achieve its expectations.

**Additional Information and Where to Find It**

This Current Report on Form 8-K relates to a proposed transaction between RTPY and Aurora. This Current Report on Form8-K is not a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction and does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. RTPY intends to file a registration statement on Form S-4 with the SEC, which will include a preliminary prospectus and proxy statement of RTPY, referred to as a proxy statement/prospectus. A final proxy statement/prospectus will be sent to all RTPY shareholders. RTPY also will file other documents regarding the proposed transaction with the SEC. **Before making any voting or investment decision, investors and security holders of RTPY are urged to read the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction because they will contain important information about the proposed transaction.**

Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by RTPY through the website maintained by the SEC at www.sec.gov.

The documents filed by RTPY with the SEC also may be obtained free of charge at RTPY's website at https://y.reinventtechnologypartners.com or upon written request to 215 Park Avenue, Floor 11 New York, NY.

**Participants in Solicitation**

RTPY and Aurora and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from RTPY's shareholders in connection with the proposed transaction. A list of the names of the directors and executive officers of RTPY and Aurora and information regarding their interests in the business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 2.1 | Agreement and Plan of Merger, dated as of July 14, 2021 |
| 10.1 | Form of Subscription Agreement |
| 10.2 | Sponsor Support Agreement, dated as of July 14, 2021 |

| | |
|---|---|
| 10.3 | Sponsor Agreement, dated as of July 15, 2021 |
| 10.4 | Form of Company Holders Support Agreement, |
| 99.1 | Press Release, dated as of July 15, 2021 |
| 99.2 | Investor Presentation, dated as of July 15, 2021 |
| 99.3 | Transcript of fireside chat, July 15, 2021 |

**SIGNATURE**

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

Reinvent Technology Partners Y

Date: July 15, 2021

By: /s/ Michael Thompson
Name: Michael Thompson
Title: Chief Executive Officer and Chief Financial Officer

**Exhibit 2.1**

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**AGREEMENT AND PLAN OF MERGER**

**by and among**

**REINVENT TECHNOLOGY PARTNERS Y,**

**RTPY MERGER SUB INC.,**

**and**

**AURORA INNOVATION, INC.**

**dated as of July 14, 2021**

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**TABLE OF CONTENTS**

**TABLE OF CONTENTS**
**(continued)**

**TABLE OF CONTENTS**
**(continued)**

**TABLE OF CONTENTS**
**(continued)**

Table of Contents

**Exhibits**

| | |
|---|---|
| Exhibit A | Form of Certificate of Incorporation of Acquiror upon Domestication |
| Exhibit B | Form of Bylaws of Acquiror upon Domestication |
| Exhibit C | Form of Registration Rights Agreement |
| Exhibit D | Form of Lockup Agreement |
| Exhibit E | Form of Incentive Award Plan |
| Exhibit F | Form of Restricted Stock Unit Agreement |
| Exhibit G | Form of Option Award Agreement |
| Exhibit H | Form of A&R Company Charter |
| Exhibit I | Form of Certificate of Incorporation of Surviving Corporation |
| Exhibit J | Form of Bylaws of Surviving Corporation |

# AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 14, 2021 (this "Agreement"), is made and entered into by and among Reinvent Technology Partners Y, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation prior to the Closing (as defined below)) ("Acquiror"), RTPY Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror ("Merger Sub") and Aurora Innovation, Inc., a Delaware corporation (the "Company").

## RECITALS

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

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

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

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

**WHEREAS**, upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL, (a) Merger Sub will merge with and into the Company, the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation and a wholly owned subsidiary of Acquiror (the "Merger") and (b) Acquiror will change its name to "Aurora Innovation, Inc.";

**WHEREAS**, effective prior to the Effective Time, each share of Series Seed 1 Preferred Stock, Series Seed 2 Preferred Stock, SeriesU-1 Preferred Stock, Series U-2 Preferred Stock or Series B-1 Preferred Stock shall automatically be converted into one share of Company Common Stock pursuant to the terms of the Company's Governing Documents in effect as of the date hereof (the "Preferred Stock Conversion");

**WHEREAS**, effective prior to the Effective Time, the Company will adopt an amended and restated certificate of incorporation in the form attached hereto as Exhibit H (the "A&R Company Charter") to implement the Pre-Closing Restructuring (as defined below);

**WHEREAS**, the Company intends that, for United States federal income tax purposes, thePre-Closing Restructuring will qualify as a "recapitalization" within the meaning of Section 368(a)(1)(E) of the United States

Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations, and this Agreement, along with the Company's Governing Documents and any other documents used to effect the Pre-Closing Restructuring, will constitute a "plan of reorganization" for purposes of Section 368 of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3;

**WHEREAS**, upon the Effective Time, each Company Option (as defined below) that is then outstanding will be converted into the right to receive an Acquiror Option (as defined below), subject to the conditions as set forth in this Agreement;

**WHEREAS**, upon the Effective Time, each Company RSU Award (as defined below) that is then outstanding will be converted into the right to receive an Acquiror RSU Award (as defined below), subject to the conditions as set forth in this Agreement;

**WHEREAS**, each of the parties to this Agreement intends that, for United States federal income tax purposes, the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and applicable Treasury Regulations, to which each of Acquiror and the Company will be a party under Section 368(b) of the Code, and this Agreement will constitute a "plan of reorganization" for purposes of Section 368 of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3;

**WHEREAS**, the Board of Directors of the Company has (a) determined that it is advisable for and in the best interests of the Company to enter into this Agreement and the other documents to which the Company is a party contemplated hereby, (b) approved the execution and delivery of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby, and (c) recommended the adoption and approval of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby by the Company's equityholders;

**WHEREAS**, as a condition and inducement to Acquiror's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Restructuring Requisite Company Equityholders (as defined below) have each executed and delivered to the Company an irrevocable written consent, pursuant to which, among other things, the Restructuring Requisite Company Equityholders have adopted and approved the Pre-Closing Restructuring, the A&R Company Charter and certain other documents related thereto to which the Company is a party (the "Restructuring Written Consent");

**WHEREAS**, as a condition and inducement to Acquiror's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Requisite Company Equityholders (as defined below) have each executed and delivered to Acquiror a Company Holders Support Agreement (as defined below) pursuant to which the Requisite Company Equityholders have agreed, among other things, to vote (whether pursuant to a duly convened meeting of the equityholders of the Company or pursuant to an action by written consent of the equityholders of the Company) in favor of the adoption and approval, promptly following the time at which the Registration Statement shall have been declared effective, of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby (including the Merger);

**WHEREAS**, each of the Boards of Directors of Acquiror and Merger Sub has (a) determined that it is advisable for and in the best interests of Acquiror and Merger Sub, as applicable, to enter into this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby, (b) approved the execution and delivery of this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby, and (c) recommended the adoption and approval of this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby by the Acquiror Shareholders and sole shareholder of Merger Sub, as applicable;

**WHEREAS**, Acquiror, as sole shareholder of Merger Sub, has irrevocably approved and adopted this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby, effective immediately following such time as the parties to this Agreement have executed and delivered the Agreement;

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

**WHEREAS**, as a condition and inducement to the Company's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Sponsor has executed and delivered to the Company the Sponsor Support Agreement (as defined below) pursuant to which the Sponsor has agreed to, among other things, vote to adopt and approve this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby;

**WHEREAS**, on or prior to the date hereof, Acquiror entered into subscription agreements (collectively, the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors") pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors agreed to subscribe for and purchase, and Acquiror has agreed to issue and sell to the PIPE Investors, the aggregate number of shares of Domesticated Acquiror Class A Common Stock provided in the Subscription Agreements prior to or substantially concurrently with the Closing (the purchase and issuance of Domesticated Acquiror Class A Common Stock to PIPE Investors at or prior to the Closing, the "PIPE Investment");

**WHEREAS**, simultaneously with the execution and delivery of this Agreement, the Sponsor, Acquiror and the Company entered into a Sponsor Agreement, dated as of the date hereof (the "Sponsor Agreement"); and

**WHEREAS**, at the Closing, Acquiror, the Acquiror Class B Holders, the Restructuring Requisite Company Equityholders and certain of their respective Affiliates shall enter into a Registration Rights Agreement (the "Registration Rights Agreement") in the form attached hereto as Exhibit C (with such changes as may be agreed in writing by Acquiror and the Company), which shall be effective as of the Closing; and

**WHEREAS**, at the Closing, Acquiror and the Major Company Equityholders (as defined below) shall enter into a Lockup Agreement (the "Lockup Agreement") in the form attached hereto as Exhibit D (with such changes as may be agreed in writing by Acquiror and the Company), which shall be effective as of the Closing.

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

## ARTICLE I

## CERTAIN DEFINITIONS

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

"A&R Company Charter" has the meaning specified in the Recitals hereto.

"Acquired Vehicles" means all vehicles operating autonomously and used exclusively in the operation of the business of the Company and its Subsidiaries.

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

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

"Acquiror Class B Holders" means holders of Acquiror Class B Ordinary Shares prior to the Domestication.

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

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

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

"Acquiror Financial Statements" means (i) the audited balance sheet as of December 31, 2020, and the related audited statements of operations, changes in shareholder's equity and cash flows of Acquiror for the period from October 2, 2020 (inception) through December 31, 2020, together with the auditor's reports thereon, and (ii) the unaudited balance sheet as of March 31, 2021, and the related unaudited statements of operations, changes in shareholder's equity and cash flows of Acquiror for the three months ended March 31, 2021.

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

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

"Acquiror Private Placement Warrant" means a warrant to purchase one (1) Acquiror Class A Ordinary Share at an exercise price of eleven Dollars fifty cents ($11.50) issued to the Sponsor.

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

"Acquiror RSU" means a restricted stock unit constituting the right to be issued a share of Domesticated Acquiror Class A Common Stock upon vesting.

"Acquiror RSU Award" means an award of Acquiror RSUs.

"Acquiror SEC Filings" has the meaning specified in Section 5.6.

"Acquiror Securities" has the meaning specified in Section 5.12(a).

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

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

"Acquiror Shareholder Approval" means the approval of (1) those Transaction Proposals identified in clauses (A), (B) and (C) of Section 8.2(b)(ii), in each case, by a Special Resolution (as defined in Acquiror's Governing Documents, being a resolution passed by a majority of at least two-thirds of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given) and (2) those Transaction Proposals identified in clauses (D), (E), (F), (G), (H), (I) and (J) of Section 8.2(b)(ii), in each case, by an Ordinary Resolution (as defined in Acquiror's Governing Documents, being a resolution passed by a simple majority of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting), in each case, at an Acquiror Shareholders' Meeting duly called by the Board of Directors of Acquiror and held for such purpose.

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

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

"Acquiror Transaction Expenses" means the following out-of-pocket fees and expenses paid or payable by Acquiror or its Affiliates (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated hereby or Acquiror's initial public offering: (a) all documented fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers (including any deferred underwriting commissions); (b) the filing fees in connection with making any filings under Section 8.1; (c) the fees and expenses in connection with preparing and filing the Registration Statement, the Proxy Statement or the Proxy Statement/Registration Statement under Section 8.2 and obtaining approval of Nasdaq under Section 7.3; (d) repayment of any Working Capital Loans; and (e) any other reasonable and documented fees and expenses as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated hereby, in each case of clauses (a) through (e), solely to the extent such fees and expenses are incurred by Acquiror and unpaid as of the Closing. Acquiror Transaction Expenses shall not include any fees and expenses of Acquiror's stockholders (other than Working Capital Loans).

"Acquiror Warrant Agreement" means the Warrant Agreement, dated as of March 15, 2021, between Acquiror and Continental Stock Transfer & Trust Company, as warrant agent.

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

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

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

"Affiliate Agreements" has the meaning specified in Section 4.12(a)(vii).

"Aggregate Fully Diluted Company Common Shares" means, without duplication, (a) the aggregate number of shares of Company Stock that are (i) issued and outstanding immediately prior to the Effective Time after giving effect to the Pre-Closing Restructuring, (ii) issuable upon, or subject to, the exercise of Company Options (whether or not then vested or exercisable) that are outstanding immediately prior to the Effective Time, or (iii) subject to Company RSU Awards (whether or not then vested) that are outstanding immediately prior to the Effective Time, *minus* (b) a number of shares of Company Common Stock equal to (A) the aggregate exercise price of the Company Options described in clause (ii) above *divided by* (B) the Per Share Merger Consideration.

"Aggregate Merger Consideration" means a number of shares of Domesticated Acquiror Common Stock equal to the quotient obtained by *dividing* (i) the Base Purchase Price *by* (ii) $10.00.

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

"Agreement End Date" has the meaning specified in Section 10.1(e).

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

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

"Anti-Money Laundering Laws" means all applicable Laws concerning or relating to the prevention of money laundering or countering the financing of terrorism, including the U.S. criminal money laundering statutes 14 U.S.C. §§ 1956 and 1957, and the rules and regulations thereunder.

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

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

"Audited Financial Statements" has the meaning specified in Section 4.8(a)(i).

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

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

"Available Acquiror Cash" has the meaning specified in Section 9.3(d).

"Base Purchase Price" means $11,000,000,000.

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

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

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

"CARES Act" has the meaning specified in Section 4.15(m).

"Cayman Acquiror Unit" means a unit of Acquiror, consisting of one Acquiror Class A Ordinary share andone-eighth of one Acquiror Public Warrant.

"Cayman Acquiror Warrant" means the Acquiror Public Warrant and the Acquiror Private Placement Warrant.

"Cayman Registrar" means the Registrar of Companies in Cayman Islands.

"CCC" has the meaning specified in Section 3.5.

"Closing" has the meaning specified in Section 2.5(a).

"Closing Date" has the meaning specified in Section 2.5(a).

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

"Collective Bargaining Agreement" means any collective bargaining agreement or any other labor-related agreement or arrangement with any labor or trade union, employee representative body, works council or labor organization, in each case to which the Company or its Subsidiaries is party or by which it is bound.

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

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

"Company Benefit Plan" has the meaning specified in Section 4.13(a).

"Company Capital Stock" means the Company Stock and the Company Preferred Stock.

"Company Class B Stock" means the Class B Stock, par value $0.0001 per share, of the Company.

"Company Common Stock" means the common stock, par value $0.0001 per share, of the Company.

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

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

"Company Equityholder Approval" means the approval of this Agreement, the transactions contemplated hereby (including the Merger), and certain other documents related thereto to which the Company is a party, by the affirmative vote or written consent of the holders of at least (i) a majority of all of the outstanding shares of Company Capital Stock, voting together as a single class and (ii) a majority of all of the outstanding shares of Series Seed 1 Preferred Stock, Series Seed 2 Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock and Series U-2 Preferred Stock of the Company, voting together as a single class on an as-converted basis.

"Company Fundamental Representations" means the representations and warranties made pursuant to the first and second sentences of Section 4.1 (*Company Organization*), the first and second sentences of Section 4.2 (*Subsidiaries*), Section 4.3 (*Due Authorization*), the first sentence of each of Sections 4.6(a) and (b) (*Capitalization of the Company*), Section 4.7 (*Capitalization of Subsidiaries*) and Section 4.16 (*Brokers' Fees*).

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

"Company Incentive Plans" means the Company's 2017 Equity Incentive Plan, the Blackmore Sensors & Analytics, Inc. 2016 Equity Incentive Plan, and the OURS Technology Inc. 2017 Stock Incentive Plan, in each case, as amended.

"Company Indemnified Parties" has the meaning specified in Section 7.7(a).

"Company IT Systems" means any computer hardware, servers, networks, platforms, peripherals, data communication lines, and other information technology equipment and related systems and services (including so-called SaaS/PaaS/IaaS services), that are owned or controlled by, or relied upon in the conduct of the business of, the Company or its Subsidiaries.

"Company Material Adverse Effect" means any event, state of facts, development, circumstance, occurrence or effect (collectively, "Events") that (a) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole or (b) does or would reasonably be expected to, individually or in the aggregate, prevent the ability of the Company to consummate the Merger; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect": (i) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement, (ii) any change in interest rates or economic, political, business or financial market conditions generally, (iii) the taking of any action required by this Agreement, (iv) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), public health emergencies (including, but not limited to epidemics, disease outbreaks or other national or global pandemics) or change in climate, (v) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, (vi) any failure of the Company to meet any projections or forecasts (provided that this clause (vi) shall not prevent a determination that any Event not otherwise excluded from this definition of Company Material Adverse Effect underlying such failure to meet projections or forecasts has resulted in a Company Material Adverse Effect), (vii) any crash, accident or malfunction or other similar operational events, in each case, involving any vehicle manufactured, assembled or operated by the Company, any of its Affiliates or at the direction of the Company or any of its Affiliates, (viii) any Events generally applicable to the industries or markets in which the Company and its Subsidiaries operate (including increases in the cost of products, supplies, materials or other goods purchased from third party suppliers), (viii) the announcement of this Agreement and consummation of the transactions contemplated hereby, including any termination of, reduction in or similar adverse impact (but in each case only to the extent attributable to such announcement or consummation) on relationships, contractual or otherwise, with any landlords, customers, suppliers, distributors, partners or

employees of the Company and its Subsidiaries (it being understood that this clause (viii) shall be disregarded for purposes of the representation and warranty set forth in Section 4.4 and the condition to Closing with respect thereto), (ix) any matter set forth on the Company Disclosure Letter that would not reasonably be expected to have a material adverse effect on the business, assets, results of operations or financials condition of the Company and its Subsidiaries, taken as a whole, or (x) any action taken by, or at the written request of, Acquiror or Merger Sub; provided, further, that any Event referred to in clauses (i), (ii), (iv), (v) or (vii) above may be taken into account in determining if a Company Material Adverse Effect has occurred to the extent it has a disproportionate and adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, relative to similarly situated companies in the industry in which the Company and its Subsidiaries conduct their respective operations, but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to similarly situated companies in the industry in which the Company and its Subsidiaries conduct their respective operations.

"Company Option" means an option to purchase shares of Company Common Stock granted under a Company Incentive Plan.

"Company Owned IP" has the meaning specified in Section 4.21(a).

"Company Preferred Stock" means the Series Seed 1 Preferred Stock, Series Seed 2 Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock, Series U-1 Preferred Stock and Series U-2 Preferred Stock of the Company.

"Company Registered Intellectual Property" has the meaning specified in Section 4.21(a).

"Company Restricted Stock" has the meaning specified in Section 4.6(a).

"Company RSU" means a restricted stock unit constituting the right to be issued a share of Company Common Stock upon vesting.

"Company RSU Award" means an award of Company RSUs granted under a Company Incentive Plan.

"Company Stock" means (a) prior to the Conversion Amendment, the Company Common Stock, and (b) from and following the Conversion Amendment, the Company Common Stock and the Company Class B Stock.

"Company Transaction Expenses" means the following out-of-pocket fees and expenses paid or payable by the Company or any of its Subsidiaries (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated hereby: (a) all documented fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers; (b) the filing fees in connection with making any filings under Section 8.1; (c) the fees and expenses in connection with preparing and filing the Registration Statement, the Proxy Statement or the Proxy Statement/Registration Statement under Section 8.2 and obtaining approval of Nasdaq under Section 7.3; (d) change-in-control payments, transaction bonuses, retention payments, severance or similar compensatory payments payable by the Company or any of its Subsidiaries to any current or former employee (including any amounts due under any consulting agreement with any such former employee), independent contractor, officer, or director of the Company or any of its Subsidiaries as a result of the transactions contemplated hereby (and not tied to any subsequent event or condition, such as a termination of employment), including the employer portion of payroll Taxes arising therefrom; (e) amounts owing or that may become owed, payable or otherwise due, directly or indirectly, by the Company or any of its Subsidiaries to any Affiliate of the Company or any of its Subsidiaries in connection with the consummation of the transactions contemplated hereby, including fees, costs and expenses related to the termination of any Affiliate Agreement; and (f) any other reasonable and documented

fees and expenses as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated hereby, in each case of clauses (a) through (f), solely to the extent such fees and expenses are incurred by the Company or its Subsidiaries and unpaid as of the Closing. Company Transaction Expenses shall not include any fees and expenses of the Company's stockholders.

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

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

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

"Conversion Amendment" has the meaning specified in Section 2.2(a).

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

"D&O Indemnified Parties" has the meaning specified in Section 7.7(a).

"Deferred Discount" has the meaning specified in the Underwriting Agreement.

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

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

"Dissenting Shares" has the meaning specified in Section 3.5.

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

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

"Domesticated Acquiror Class B Common Stock" means the shares of the Class B common stock, par value $0.0001 per share, of Acquiror (after the Domestication), which will carry additional voting rights in the form of 10 votes per share.

"Domesticated Acquiror Common Stock" means the Domesticated Acquiror Class A Common Stock and Domesticated Acquiror Class B Common Stock.

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

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

"Effective Time" has the meaning specified in Section 2.5(b).

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

"ERISA" has the meaning specified in Section 4.13(a).

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

"Exchange" has the meaning specified in Section 2.2(b).

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

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

"Exchange Ratio" means the quotient obtained by dividing (a) the number of shares of Domesticated Acquiror Class A Common Stock constituting the Aggregate Merger Consideration, *by* (b) the number of Aggregate Fully Diluted Company Common Shares.

"Export Approvals" has the meaning specified in Section 4.26(a).

"Financial Statements" has the meaning specified in Section 4.8(a)(ii).

"Founder(s)" means Chris Urmson, Sterling Anderson and Drew Bagnell.

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

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

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

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

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

"Hazardous Materials" means any (a) pollutant, contaminant, chemical, (b) industrial, solid, liquid or gaseous toxic or hazardous substance, material or waste, (c) petroleum or any fraction or product thereof, (d) asbestos or asbestos-containing material, (e) polychlorinated biphenyl, (f) chlorofluorocarbons, (g) per- and polyfluoroalkyl substances (including PFAs, PFOA, PFOS, Gen X, and PFBs) and (h) other substance, material or waste, which are regulated under any Environmental Law or as to which liability may be imposed pursuant to Environmental Law.

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

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

"Indebtedness" means with respect to any Person, without duplication, any obligations, contingent or otherwise, in respect of (a) the principal of and premium (if any) in respect of all indebtedness for borrowed money, including accrued interest and any per diem interest accruals, (b) the principal and interest components of capitalized lease obligations under GAAP, (c) amounts drawn (including any accrued and unpaid interest) on letters of credit, bank guarantees, bankers' acceptances and other similar instruments (solely to the extent such amounts have actually been drawn), (d) the principal of and premium (if any) in respect of obligations evidenced by bonds, debentures, notes and similar instruments, (e) the termination value of interest rate protection agreements and currency obligation swaps, hedges or similar arrangements (without duplication of other indebtedness supported or guaranteed thereby), (f) the principal component of all obligations to pay the deferred and unpaid purchase price of property and equipment which have been delivered, including "earn outs" and "seller notes," (g) breakage costs, prepayment or early termination premiums, penalties, or other fees or expenses payable as a result of the consummation of the transactions contemplated hereby in respect of any of the items in the foregoing clauses (a) through (f), and (h) all Indebtedness of another Person referred to in clauses (a) through (g) above guaranteed directly or indirectly, jointly or severally.

"Intellectual Property" means all intellectual property and industrial property rights of every kind and description throughout the world under statute or common law, whether United States or foreign, including those arising under or associated with: (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof; (ii) trademarks, logos, service marks, trade dress, trade names, slogans, internet domain names, and other similar designations of source or origin, together with the goodwill of the Company or any of its Subsidiaries or their respective businesses symbolized by or associated with any of the foregoing ("Trademarks"); (iii) copyrights and rights in copyrightable subject matter, including such corresponding rights in Software and other works of authorship; (iv) rights in algorithms, databases and compilations of data; (v) rights in trade secrets and all other confidential and proprietary information, know-how, proprietary processes, formulae, models, and methodologies ("Trade Secrets"); (vi) rights of publicity, (vii) moral rights and rights of attribution and integrity, (viii) social media addresses and accounts and usernames, account names and identifiers; and (ix) all applications and registrations, and any renewals, extensions and reversions, for the foregoing.

"Interim Period" has the meaning specified in Section 6.1.

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

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

"IRS" means the United States Internal Revenue Service.

"JOBS Act" has the meaning specified in Section 5.7(a).

"Labor Organization" has the meaning specified in Section 4.14(a).

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

"Leased Real Property" means all real property leased, licensed, subleased or otherwise used or occupied by the Company or any of its Subsidiaries in excess of 30,000 rentable square feet (but not including non-exclusive licenses or similar shared use and/or occupancy arrangements).

"Legal Proceedings" has the meaning specified in Section 4.10.

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

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

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

"Liquidity Event Vesting Company RSUs" means the portion of each Company RSU Award that shall vest at the Effective Time solely due to the Merger satisfying the "Liquidity Event Requirement" as defined in the form of restricted stock unit award agreement under the Company's 2017 Equity Incentive Plan.

"Lockup Agreement" has the meaning specified in the Recitals hereto.

"Major Company Equityholders" means each of the holders of Company Capital Stock set forth on Section 1.1(a) of the Company Disclosure Letter.

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

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

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

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

"Minority Interests" has the meaning specified in Section 4.7(c).

"Minority-Owned Entities" has the meaning specified in Section 4.7(c).

"Modification in Recommendation" has the meaning specified in Section 8.2(b)(ii).

"Multiemployer Plan" has the meaning specified in Section 4.13(c).

"Nasdaq" has the meaning specified in Section 5.7(c).

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

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

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

"Owned Real Property" means all real property owned in fee simple by the Company or any of its Subsidiaries.

"Per Share Merger Consideration" means the product obtained by *multiplying* (i) the Exchange Ratio *by* (ii) $10.00.

"Permitted Liens" means (i) mechanic's, materialmen's and similar Liens arising in the ordinary course of business with respect to any amounts (A) not yet delinquent or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with GAAP, (ii) Liens for Taxes (A) not yet delinquent or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with GAAP, (iii) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, matters that would be apparent from a physical inspection or current, accurate survey of such real property, restrictions and other similar charges or encumbrances that do not, individually or in the aggregate, materially impair the value of, or materially interfere with the present use of, the Realty, (iv) with respect to any Leased Real Property (A) the interests and rights of the respective lessors with respect thereto, including any Lien on the lessor's interest therein and statutory landlord liens securing payments not yet due, and (B) any Liens encumbering the underlying fee title of the real property of which the Leased Real Property is a part, (v) zoning, building, entitlement and other land use and environmental regulations promulgated by any Governmental Authority that do not, individually or in the aggregate, materially impair the value of, or materially interfere with the present use of, the Realty, (vi) non-exclusive licenses of Intellectual Property, (vii) ordinary course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable, (viii) other Liens arising or incurred in the ordinary course of business and not incurred in connection with the borrowing of money in connection with workers' compensation, unemployment insurance or other types of social security, (ix) reversionary rights in favor of landlords under any Real Property Leases with respect to any of the buildings or other improvements owned by the Company or any of its Subsidiaries and (x) Liens that do not, individually or in the aggregate, materially and adversely affect, or materially disrupt, the ordinary course operation of the businesses of the Company and its Subsidiaries, taken as a whole.

"Permitted Transaction" has the meaning specified in Section 6.1(i).

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

"PIPE Investment" has the meaning specified in the Recitals hereto.

"PIPE Investment Amount" means the aggregate gross purchase price received by Acquiror prior to or substantially concurrently with Closing for the shares in the PIPE Investment.

"PIPE Investors" has the meaning specified in the Recitals hereto.

"Pre-Closing Restructuring" has the meaning specified in Section 2.2(b).

"Preferred Stock Conversion" has the meaning specified in the Recitals hereto.

"Privacy and Cybersecurity Requirements" has the meaning specified in Section 4.22(a).

"Prospectus" has the meaning specified in Section 11.1.

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

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

"Pubco Bylaws" means the bylaws of Acquiror to be adopted upon the Domestication, in the form attached as Exhibit B to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company).

"Pubco Charter" has the meaning specified in Section 2.1.

"Q1 2021 Financial Statements" has the meaning specified in Section 4.8(a)(ii).

"Q2 2021 Financial Statements" has the meaning specified in Section 6.3(a).

"Real Property Leases" has the meaning specified in Section 4.20(a)(ii).

"Realty" means collectively, the Owned Real Property and the Leased Real Property.

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

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

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

"Reinvent Group" has the meaning specified in Section 11.18(a).

"Reinvent Privileged Communications" has the meaning specified in Section 11.18(a).

"Requisite Company Equityholders" means each of the holders of Company Capital Stock set forth on Section 1.1(b)(i) of the Company Disclosure Letter.

"Restructuring Company Equityholder Approval" means the approval of the Pre-Closing Restructuring, the A&R Company Charter and certain other documents related thereto to which the Company is a party, by the affirmative vote or written consent of the holders of at least (i) a majority of all of the outstanding shares of Company Capital Stock, voting together as a single class, (ii) a majority of all of the outstanding shares of Series Seed 1 Preferred Stock, Series Seed 2 Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock and Series U-2 Preferred Stock of the Company, voting together as a single class on an as-converted basis, (iii) a majority of all of the outstanding shares of Series A Preferred Stock, voting as a separate class, and (iv) a majority of all of the outstanding shares of Series B Preferred Stock, voting as a separate class.

"Restructuring Requisite Company Equityholders" means each of the holders of Company Capital Stock set forth on Section 1.1(b)(ii) of the Company Disclosure Letter.

"Restructuring Written Consent" has the meaning specified in the Recitals hereto.

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

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

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

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

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

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

"Series A Preferred Stock" has the meaning specified in Section 4.6(a).

"Series B-1 Preferred Stock" has the meaning specified in Section 4.6(a).

"Series B Preferred Stock" has the meaning specified in Section 4.6(a).

"Series Seed 1 Preferred Stock" has the meaning specified in Section 4.6(a).

"Series Seed 2 Preferred Stock" has the meaning specified in Section 4.6(a).

"Series U-1 Preferred Stock" has the meaning specified in Section 4.6(a).

"Series U-2 Preferred Stock" has the meaning specified in Section 4.6(a).

"Shareholder Litigation" has the meaning specified in Section 7.10.

"Skadden" has the meaning specified in Section 11.18(a).

"Software" means any and all computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form of software.

"Sponsor" means Reinvent Sponsor Y LLC, a Cayman Islands limited liability company.

"Sponsor Agreement" has the meaning specified in the Recitals hereto.

"Sponsor Support Agreement" means that certain Support Agreement, dated as of the date hereof, by and among Acquiror, the Company, the Sponsor and certain directors and officers of Acquiror, as amended or modified from time to time.

"Standard Contracts" has the meaning specified in Section 4.12(a)(xi).

"Stockholder Notice" has the meaning specified in Section 8.2(c)(ii).

"Subscription Agreements" has the meaning specified in the Recitals hereto.

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

"Super 8-K" has the meaning specified in Section 8.2(a)(i).

"Surviving Corporation" has the meaning specified in Section 2.3(b).

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

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

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

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

"Title IV Plan" has the meaning specified in Section 4.13(c).

"Top Vendors" has the meaning specified in Section 4.28(a).

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

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

"Treasury Shares" has the meaning specified in Section 3.1(a).

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

"Trust Agreement" has the meaning specified in Section 5.8.

"Trustee" has the meaning specified in Section 5.8.

"Underwriting Agreement" means the Underwriting Agreement, dated as of March 15, 2021, by and among Acquiror and the several underwriters named in Schedule I thereto (the "Underwriters").

"willful breach" means any breach of any covenant in this Agreement that the breaching party intentionally takes (or fails to take) and at the time such breach occurs actually knows would be or cause a breach of this Agreement (other than an immaterial breach).

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

"Written Consent" has the meaning specified in Section 8.2(c)(i).

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

Section 1.2. Construction.

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

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

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

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

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

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

## ARTICLE II

## DOMESTICATION; PRE-CLOSING RESTRUCTURING; THE MERGER; CLOSING

Section 2.1. Domestication. Subject to receipt of the Acquiror Shareholder Approval, prior to the Effective Time, Acquiror shall take all actions necessary to effect the Domestication as described in the Recitals hereto, including by (a) filing with the Secretary of State of Delaware a Certificate of Domestication with respect to the Domestication, in form and substance reasonably acceptable to Acquiror and the Company, together with the Certificate of Incorporation of Acquiror in the form attached as Exhibit A to this Agreement (with such changes

as may be agreed in writing by Acquiror and the Company) (the "Pubco Charter"), in each case, in accordance with the provisions thereof and applicable Law, (b) causing the incorporator of Acquiror to appoint an initial board of directors of Acquiror and such board of directors shall have adopted the Pubco Bylaws and designated the initial officers of Acquiror, (c) completing and making and procuring all those filings required to be made with the Cayman Registrar in connection with the Domestication, and (d) obtaining a certificate of de-registration from the Cayman Registrar. Acquiror shall provide the Company with reasonable prior access and opportunity to review and comment on any and all documents related to the Domestication, including any filing, resolutions or consents, actions of the incorporator, board or stockholders of any applicable entity.

Section 2.2. Pre-Closing Restructuring.

(a) Prior to the Effective Time, the Company will adopt the A&R Company Charter to implement a dual class structure, pursuant to which (i) the Company shall authorize the Company Class B Stock and (ii) each existing share of Series A Preferred Stock or Series B Preferred Stock issued and outstanding as of immediately prior to the Conversion Amendment shall be provided the right to convert each such share, from and following the Conversion Amendment, into one share of Company Class B Stock (together, (i) and (ii) the "Conversion Amendment"). For the avoidance of doubt, all rights, preferences, privileges and powers of, and restrictions provided for the benefit of the Series Seed 1 Preferred Stock, Series Seed 2 Preferred Stock, Series U-1 Preferred Stock, Series U-2 Preferred Stock and Series B-1 Preferred Stock shall remain unchanged. The Company shall file the A&R Company Charter with the Secretary of State of Delaware, in accordance with the provisions thereof and applicable Law.

(b) Prior to the Effective Time, but immediately subsequent to the Conversion Amendment and pursuant to certain contractual exchange agreements with the Company, each share of Company Capital Stock held by the Persons described in Section 2.2(b) of the Company Disclosure Letter is anticipated to be and will be permitted to be exchanged for one share of Company Class B Stock (the "Exchange" and, together with the Conversion Amendment and the Preferred Stock Conversion, the "Pre-Closing Restructuring").

(c) The Company shall provide Acquiror with reasonable prior access and opportunity to review and comment on any and all documents related to the Pre-Closing Restructuring, including any filing, resolutions or consents, actions of the incorporator, board or stockholders of any applicable entity.

Section 2.3. The Merger.

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

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

Section 2.4. Effects of the Merger. At and after the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to each such Constituent

Corporation, on whatever account, shall become vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall become thereafter the property of the Surviving Corporation as they are of the Constituent Corporations; and the title to any real property vested by deed or otherwise or any other interest in real estate vested by any instrument or otherwise in either of such Constituent Corporations shall not revert or become in any way impaired by reason of the Merger; but all Liens upon any property of a Constituent Corporation shall thereafter attach to the Surviving Corporation and shall be enforceable against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all of the foregoing in accordance with the applicable provisions of the DGCL.

Section 2.5. Closing; Effective Time.

(a) In accordance with the terms and subject to the conditions of this Agreement, the closing of the Merger (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, at 10:00 a.m. (New York time) on the date which is two (2) Business Days after the first date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

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

(c) For the avoidance of doubt, the Closing and the Effective Time shall occur after the completion of the Domestication.

Section 2.6. Closing Deliverables.

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

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

(ii) to Acquiror, the written resignations of all of the directors and officers of the Company (other than those Persons identified as the initial directors and officers, respectively, of the Surviving Corporation after the Effective Time, in accordance with the provisions of Section 2.8 and Section 7.6), effective as of the Effective Time;

(iii) to Acquiror, the Lockup Agreement, duly executed by the Major Company Equityholders;

(iv) to Acquiror, evidence that all Affiliate Agreements set forth onSection 6.4 of the Company Disclosure Letter have been terminated or settled at or prior to the Closing without further liability to Acquiror, the Company or any of the Company's Subsidiaries; and

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

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

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

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

(iii) to the Company, the Registration Rights Agreement, duly executed by duly authorized representatives of Acquiror and the Acquiror Class B Holders; and

(iv) to the Company, the written resignations of all of the directors and officers of Acquiror and Merger Sub (other than those Persons identified as the initial directors and officers, respectively, of Acquiror after the Effective Time, in accordance with the provisions of Section 2.8 and Section 7.6), effective as of the Effective Time.

(c) As soon as practicable after Closing, concurrently with the Effective Time, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds, (i) all Acquiror Transaction Expenses as set forth on a written statement to be delivered to the Company not less than two (2) Business Days prior to the Closing Date and (ii) all Company Transaction Expenses as set forth on a written statement to be delivered to Acquiror by or on behalf of the Company not less than two (2) Business Days prior to the Closing Date, in each case of clauses (i) and (ii), which shall include the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices for the foregoing; provided, that any Company Transaction Expenses due to current or former employees, independent contractors, officers, or directors of the Company or any of its Subsidiaries shall be paid to the Company for further payment to such employee, independent contractor, officer or director through the Company's payroll.

Section 2.7. Governing Documents.

(a) The Pubco Charter and the Pubco Bylaws shall be the certificate of incorporation and bylaws of Acquiror from and after the Domestication, until thereafter amended as provided therein and under the DGCL.

(b) The Company shall take all actions necessary to amend and restate the A&R Company Charter (as in effect immediately prior to the Effective Time) such that it shall read in its entirety as set forth in Exhibit I hereto and shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein and under the DGCL.

(c) The Company shall take all actions necessary to amend and restate the bylaws of the Company (as in effect immediately prior to the Effective Time) such that they shall read in their entirety as set forth in Exhibit J hereto and shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein and under the DGCL.

Section 2.8. Directors and Officers.

(a) (i) The officers of the Company as of immediately prior to the Effective Time, shall be the officers of the Surviving Corporation from and after the Effective Time, and (ii) the directors of Acquiror as of immediately after the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time, in each case, each to hold office in accordance with the Governing Documents of the Surviving Corporation.

(b) The parties shall take all actions necessary to ensure that, from and after the Effective Time, the Persons identified as the initial post-Closing directors and officers of Acquiror in accordance with the provisions ofSection 7.6 shall be the directors and officers (and in the case of such officers, holding such positions as are set forth on Section 2.8(b) of the Company Disclosure Letter), respectively, of Acquiror, each to hold office in accordance with the Governing Documents of Acquiror.

Section 2.9. Tax Free Reorganization Matters. The parties to this Agreement intend that, for United States federal income tax purposes, the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and applicable Treasury Regulations, to which each of Acquiror and the Company will be a party under Section 368(b) of the Code and applicable Treasury Regulations, and this Agreement will constitute, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3. None of the parties to this Agreement knows of any fact or circumstance (without conducting an independent inquiry or any diligence of the other relevant party), or has taken or will take any action, that would be reasonably expected to cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code and applicable Treasury Regulations. Each of the parties to this Agreement shall use its reasonable best efforts to cause the Merger to qualify, and will not take or knowingly fail to take any action which could reasonably be expected to prevent or impede the Merger from qualifying, as a "reorganization" within the meaning of Section 368(a) of the Code. The Merger shall be reported by the parties to this Agreement for all Tax purposes in accordance with the foregoing, unless otherwise required by a Governmental Authority as a result of a "determination" within the meaning of Section 1313(a) of the Code. The parties shall reasonably cooperate with each other and their respective tax counsel to document and support the Tax treatment of the Merger as a "reorganization" within the meaning of Section 368(a) of the Code by taking the actions described on Schedule 2.9 of the Company Disclosure Letter.

## ARTICLE III

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

Section 3.1. Conversion of Securities.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company Capital Stock, each share of Company Stock that is issued and outstanding (after giving effect to the Pre-Closing Restructuring) immediately prior to the Effective Time (other than (i) any shares of Company Common Stock subject to Company Awards (which shall be respectively subject to Section 3.3, except as otherwise provided herein), (ii) any shares of Company Common Stock held in the treasury of the Company, which treasury shares shall be canceled as part of the Merger and shall not constitute "Company Common Stock" hereunder (the "Treasury Shares"), and (iii) any Dissenting Shares), shall be canceled and converted into the right to receive the applicable portion of the Aggregate Merger Consideration as determined pursuant to Section 3.1(c).

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

(c) Each holder of shares of Company Stock (after giving effect to thePre-Closing Restructuring) as of immediately prior to the Effective Time (other than in respect of (i) any shares of Company Common Stock subject to Company Awards (which shall be respectively subject to Section 3.3, except as otherwise provided therein), (ii) any Treasury Shares, and (iii) any Dissenting Shares) shall be entitled to receive a portion of the Aggregate Merger Consideration equal to (i) the Exchange Ratio, *multiplied by* (ii) the number of shares of Company Stock held by such holder as of immediately prior to the Effective Time and the number of vested shares of Company Common Stock subject to the Liquidity Event Vesting Company RSUs held by such holder at the Effective Time, with fractional shares rounded down to the nearest whole share; provided, that such consideration to be paid (1) in exchange for each share of Company Common Stock, shall be paid in shares of Domesticated Acquiror Class A Common Stock, and (2) in exchange for each share of Company Class B Stock, shall be paid in shares of Domesticated Acquiror Class B Common Stock; provided, further, that any such Aggregate Merger Consideration issued in respect of Company Restricted Stock shall be subject to a right of repurchase in favor of Acquiror on the same terms and at the same repurchase price as the related Company Restricted Stock, adjusted proportionately to reflect the exchange contemplated hereby.

(d) Notwithstanding anything in this Agreement to the contrary, no fractional shares of Domesticated Acquiror Class A Common Stock or Domesticated Acquiror Class B Common Stock shall be issued in the Merger and any fractional shares shall be rounded down to the nearest whole share.

Section 3.2. Exchange Procedures

(a) Prior to the Closing, and in any event no later than five (5) Business Days prior to the Closing Date, Acquiror shall appoint Continental Stock Transfer & Trust Company or such other exchange agent as the Acquiror and the Company may mutually agree (the "Exchange Agent") to act as the agent for the purpose of paying the Aggregate Merger Consideration to the Company's equityholders. At or before the Effective Time, Acquiror shall deposit with the Exchange Agent the number of shares of (i) Domesticated Acquiror Class A Common Stock equal to the portion of the Aggregate Merger Consideration to be paid in shares of Domesticated Acquiror Class A Common Stock and (ii) Domesticated Acquiror Class B Common Stock equal to the portion of the Aggregate Merger Consideration to be paid in shares of Domesticated Acquiror Class B Common Stock.

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

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

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

Section 3.3. Treatment of Company Awards.

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

(b) As of the Effective Time, each Company RSU Award that is outstanding and unvested immediately prior to the Effective Time shall be converted into an Acquiror RSU Award with substantially the same terms and conditions as were applicable to such Company RSU Award immediately prior to the Effective Time, including with respect to vesting and termination-related provisions, except that such Acquiror RSU Award shall be comprised of that number of Acquiror RSUs as is equal to the product of (i) the number of Company RSUs subject to such Company RSU Award immediately prior to the Effective Time, *multiplied by* (ii) the Exchange Ratio, with any fractional restricted stock units rounded down to the nearest whole restricted stock unit. As of the Effective Time, the Liquidity Event Vesting Company RSUs will be simultaneously settled, canceled and converted into the right to receive the applicable portion of the Aggregate Merger Consideration for each share of Company Common Stock as set forth in Section 3.1(c), subject to applicable Tax withholding.

(c) The Company shall take all necessary actions to effect the treatment of Company Awards pursuant to this Section 3.3 in accordance with the Company Incentive Plans and the applicable award agreements and Acquiror shall ensure that no Acquiror Option may be exercised prior to the effective date of an applicable Form S-8 (or other applicable form, including Form S-1 or Form S-3) of Acquiror. The Board of Directors of the Company shall amend the Company Incentive Plans and take all other necessary actions, effective as of immediately prior to the Closing, in order to provide that no new Company Awards will be granted under the Company Incentive Plans.

Section 3.4. Withholding. Notwithstanding any other provision to this Agreement, Acquiror, Merger Sub, the Company and the Exchange Agent, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such Taxes that are required to be deducted and withheld from such amounts under the Code or any other applicable Tax Law (as reasonably determined by Acquiror, Merger Sub, the Company, or the Exchange Agent, respectively); provided, that Acquiror shall use its reasonable best efforts to provide the Company with at least ten (10) days prior written notice of any amounts that it intends to withhold in connection with the payment of the Aggregate Merger Consideration and will use its reasonable best efforts to cooperate with the Company to reduce or eliminate any applicable withholding. To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be (a) timely remitted to the appropriate Governmental Authority and (b) treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 3.5. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised appraisal rights of such shares in accordance with Section 262 of the DGCL and Section 1301 of the California Corporations Code (the "CCC") (such shares of Company Stock being referred to

collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise waives, withdraws, or loses such holder's appraisal rights under the DGCL with respect to such shares) shall not be converted into a right to receive a portion of the Aggregate Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL and Section 1301 of the CCC; provided, however, that if, after the Effective Time, such holder fails to perfect, waives, withdraws, or loses such holder's right to appraisal pursuant to Section 262 of the DGCL and Section 1301 of the CCC, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL and Section 1301 of the CCC, such shares of Company Stock shall be treated as if they had been converted as of the Effective Time into the right to receive the Aggregate Merger Consideration in accordance with Section 3.1 without interest thereon, upon transfer of such shares. The Company shall provide Acquiror prompt written notice of any demands received by the Company for appraisal of shares of Company Stock, any waiver or withdrawal of any such demand, and any other demand, notice, or instrument delivered to the Company prior to the Effective Time that relates to such demand. Except with the prior written consent of Acquiror (which consent shall not be unreasonably conditioned, withheld, delayed or denied), the Company shall not make any payment with respect to, or settle, or offer to settle, any such demands.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

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

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

Section 4.3. Due Authorization.

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

(b) On or prior to the date of this Agreement, the Board of Directors of the Company has duly adopted resolutions (i) determining that this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby (including the Merger and the Pre-Closing Restructuring) are advisable and fair to, and in the best interests of, the Company and its stockholders, as applicable, and (ii) authorizing and approving the execution, delivery and performance by the Company of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby (including the Merger and the Pre-Closing Restructuring). No other corporate action is required on the part of the Company or any of its stockholders to enter into this Agreement or the other documents to which the Company is a party contemplated hereby or to approve the transactions contemplated hereby and thereby (including the Merger and the Pre-Closing Restructuring) other than the Company Equityholder Approval, including pursuant to the Governing Documents of the Company and applicable Law (including the DGCL). The Restructuring Company Equityholder Approval has been duly and validly obtained in accordance with applicable Law (including the DGCL) and the Governing Documents of the Company upon the execution and delivery of the Restructuring Written Consent, and the Restructuring Written Consent constitutes the irrevocable Restructuring Company Equityholder Approval. Upon the execution and delivery of the Written Consent as contemplated by the Company Holders Support Agreement, the Company Equityholder Approval will be duly and validly obtained in accordance with applicable Law (including the DGCL) and the Governing Documents of the Company, and, when delivered, the Written Consent will constitute the irrevocable Company Equityholder Approval.

Section 4.4. No Conflict. Subject to the receipt of the Governmental Authorizations set forth in Section 4.5 and except as set forth on Section 4.4 of the Company Disclosure Letter, the execution and delivery by the Company of this Agreement and the other documents to which the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of, or default under the Governing Documents of the Company, (b) violate or conflict with any provision of, or result in the breach of, or default under any Law, License or Governmental Order applicable to the Company or any of the Company's Subsidiaries, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract required to be set forth in Section 4.12(a) of the Company Disclosure Letter to which the Company or any of the Company's Subsidiaries is a party or by which the Company or any of the Company's Subsidiaries may be bound, or terminate or result in the termination of any such foregoing Contract or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any of the Company's Subsidiaries, except, in the case of clauses (b)

through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement or (ii) be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.5. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of Acquiror contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority (each, a "Governmental Authorization") is required on the part of the Company or its Subsidiaries with respect to the Company's execution or delivery of this Agreement or the consummation by the Company of the transactions contemplated hereby, except for (a) applicable requirements of the HSR Act; (b) any Governmental Authorizations, the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to perform or comply with on a timely basis any material obligation of the Company under this Agreement or to consummate the transactions contemplated hereby and (c) the filing of the Merger Certificate in accordance with the DGCL.

Section 4.6. Capitalization of the Company.

(a) As of July 9, 2021, and without giving effect to the Pre-Closing Restructuring but assuming settlement of all pending option exercises initiated prior to such date, the authorized equity interests of the Company that are issued and outstanding equity interests of the Company consist of (i) 250,550,971 shares of Company Common Stock, of which 1,457,038 shares are subject to a substantial risk of forfeiture (within the meaning of Section 83 of the Code) ("Company Restricted Stock"), (ii) 20,177,530 shares of Series Seed 1 Preferred Stock of the Company (the 'Series Seed 1 Preferred Stock"), (iii) 9,653,930 shares of Series Seed 2 Preferred Stock of the Company (the 'Series Seed 2 Preferred Stock"), (iv) 29,948,750 shares of Series A Preferred Stock of the Company (the "Series A Preferred Stock"), (v) 71,389,540 shares of Series B Preferred Stock of the Company (the 'Series B Preferred Stock"), (vi) 2,557,518 shares of Series B-1 Preferred Stock of the Company (the "Series B-1 Preferred Stock"), (vii) 50,873,075 shares of Series U-1 Preferred Stock of the Company (the "Series U-1 Preferred Stock") and (viii) 20,349,230 shares of Series U-2 Preferred Stock of the Company (the "Series U-2 Preferred Stock"), and there are no other authorized equity interests of the Company that are issued and outstanding. Based on the issued and outstanding shares of capital stock of the Company as of July 9, 2021, but after giving effect to the Pre-Closing Restructuring (as if it were consummated on the date hereof and as currently anticipated to be effected, and after taking into account the occurrence of the "Automatic Conversion Event" as defined in the A&R Company Charter that will occur immediately prior to the Effective Time and assuming the exchange of all shares of Company Capital Stock held by the Persons described in Section 2.2(b) of the Company Disclosure Letter for Company Class B Stock pursuant to the Exchange), the authorized capital stock of the Company would consist of 535,000,000 shares of Company Common Stock, of which 289,390,090 shares would be issued and outstanding, 224,000,000 shares of Company Class B Stock, of which 223,753,382 shares would be issued and outstanding, and no outstanding shares of any preferred stock. The Company Class B Stock shall generally have the same rights and powers of, rank equally to, share ratably with and be identical in all respects and as to all matters to the Company Common Stock, as described in the A&R Company Charter. All of the issued and outstanding shares of Company Capital Stock (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the Company and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company or any Contract to which the Company is a party or otherwise bound; and (iv) are free and clear of any Liens.

(b) As of July 9, 2021 but assuming settlement of all pending option exercises initiated prior to such date, (i) Company Options to purchase 40,964,278 shares of Company Common Stock are outstanding,

(ii) 16,331,825 Company RSUs are outstanding, including 145,625 Company RSUs that have satisfied the time-vesting requirement as of July 9, 2021, and (iii) no shares of Company Common Stock are subject to outstanding warrants to purchase Company Common Stock. The Company has provided to Acquiror or its counsel, prior to the date of this Agreement, true and complete lists that collectively detail the following information regarding all Company Awards and other equity and equity-based awards granted under the Company Incentive Plans that are outstanding as of July 9, 2021: the name of the grantee and whether the grantee is a current or former employee, consultant, or director of the Company or any of its Subsidiaries, the type of Company Award (non-qualified stock option, incentive stock option, or restricted stock units), the name of the Company Incentive Plan under which it was granted, the number of shares of Company Common Stock subject thereto, grant date, expiration date, vesting schedule and, if applicable, the exercise price thereof. All Company Awards are evidenced by award agreements in substantially the forms previously made available to Acquiror, and no Company Award is subject to terms that are materially different from those set forth in such forms, subject in each case, to variations in vesting and acceleration terms that are reflected in documentation provided to Acquiror prior to the date of this Agreement. Each Company Award was validly issued and properly approved by the Board of Directors of the Company (or appropriate committee thereof).

(c) Except as otherwise set forth in this Section 4.6 or on Section 4.6(c) of the Company Disclosure Letter, the Company has not granted any outstanding subscriptions, options, stock appreciation rights, warrants, rights or other securities (including debt securities) convertible into or exchangeable or exercisable for shares of Company Capital Stock, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional equity interests, the sale of equity interests, or for the repurchase or redemption of equity interests of the Company or the value of which is determined by reference to shares of Company Capital Stock or other equity interests of the Company, and there are no voting trusts, proxies or agreements of any kind which may obligate the Company to issue, purchase, register for sale, redeem or otherwise acquire any shares of Company Capital Stock or other equity interests of the Company or vote any equity interests of the Company in any manner.

Section 4.7. Capitalization of Subsidiaries.

(a) The outstanding shares of capital stock or equity interests of each of the Company's Subsidiaries (i) have been duly authorized and validly issued and are, to the extent applicable, fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of each such Subsidiary, and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of each such Subsidiary or any Contract to which each such Subsidiary is a party or otherwise bound; and (iv) are free and clear of any Liens.

(b) The Company owns of record and beneficially all the issued and outstanding shares of capital stock or equity interests of such Subsidiaries free and clear of any Liens other than Permitted Liens.

(c) Section 4.7(c) of the Company Disclosure Letter sets forth the class and number of equity interests of each entity (collectively, the "Minority-Owned Entities") in which the Company, directly or indirectly, has a minority interest (collectively, "Minority Interests"). To the knowledge of the Company, the Minority Interests (i) have been duly authorized and validly issued and are, to the extent applicable, fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the applicable Minority-Owned Entities and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the

Governing Documents of the applicable Minority-Owned Entities or any Contract to which any such Minority-Owned Entity is a party or otherwise bound; and (iv) are free and clear of any Liens.

(d) Except as set forth on Section 4.7(d) of the Company Disclosure Letter, there are no outstanding subscriptions, options, warrants, rights or other securities (including debt securities) exercisable or exchangeable for any capital stock of such Subsidiaries, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or for the repurchase or redemption of shares or other equity interests of such Subsidiaries or the value of which is determined by reference to shares or other equity interests of the Subsidiaries, and there are no voting trusts, proxies or agreements of any kind which may obligate any Subsidiary of the Company to issue, purchase, register for sale, redeem or otherwise acquire any of its equity interests or vote its equity interests in any manner.

Section 4.8. Financial Statements.

(a) Attached as Section 4.8(a) of the Company Disclosure Letter are:

(i) true and complete copies of the audited balance sheets as of December 31, 2020 and December 31, 2019 and the related audited statements of operation, comprehensive loss, redeemable convertible preferred stock and stockholders' deficit, and cash flows for the years ended December 31, 2020 and December 31, 2019 of the Company and its Subsidiaries, together with the auditor's reports thereon, in each case subject to any waivers of the requirements by the SEC (the "Audited Financial Statements"); and

(ii) true and complete copies of the unaudited balance sheet as of March 31, 2021 and the related unaudited statements of operation, comprehensive loss, redeemable convertible preferred stock and stockholders' deficit, and cash flows for the three-month period ended March 31, 2021 of the Company and its Subsidiaries (the "Q1 2021 Financial Statements" and, together with the Audited Financial Statements and, when delivered pursuant to Section 6.3, the Q2 2021 Financial Statements (as defined below), the 'Financial Statements").

(b) Except as set forth on Section 4.8(b) of the Company Disclosure Letter, the Financial Statements (i) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations, their consolidated comprehensive incomes or losses, their consolidated changes in stockholders' equity and their consolidated cash flows for the respective periods then ended (subject, in the case of the Q1 2021 Financial Statements and the Q2 2021 Financial Statements (if applicable), to normal year-end adjustments and the absence of footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and, in the case of the Q1 2021 Financial Statements and the Q2 2021 Financial Statements (if applicable), the absence of footnotes or the inclusion of limited footnotes), (iii) were prepared from, and are in accordance in all material respects with, the books and records of the Company and its consolidated Subsidiaries and (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof.

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

Section 4.9. Undisclosed Liabilities. Except as set forth on Section 4.9 of the Company Disclosure Letter, as of the date of this Agreement, there is no other liability, debt (including Indebtedness) or obligation of, or

claim or judgment against, the Company or any of the Company's Subsidiaries (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due), except for liabilities, debts, obligations, claims or judgments (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of business, consistent with past practice, of the Company and its Subsidiaries, (c) that will be discharged or paid off prior to or at the Closing or (d) which would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.10. Litigation and Proceedings. Except as set forth on Section 4.10 of the Company Disclosure Letter, as of the date hereof: (a) there are no pending or, to the knowledge of the Company, threatened (in writing), lawsuits, actions, suits, judgments, claims, proceedings or any other Actions (including any investigations or inquiries initiated, pending or threatened by any Governmental Authority), or other proceedings at law or in equity (collectively, "Legal Proceedings"), against the Company or any of the Company's Subsidiaries or their respective properties or assets; (b) other than examinations conducted in the ordinary course of a Governmental Authority's generally applicable supervisory jurisdiction, no investigations or other inquiries have been initiated, are pending, or, to the knowledge of the Company, have been threatened against, the Company or any of its Subsidiaries or their respective properties or assets by any Governmental Authority; and (c) there is no outstanding Governmental Order imposed upon the Company or any of the Company's Subsidiaries; nor are any properties or assets of the Company or any of the Company's Subsidiaries' respective businesses bound or subject to any Governmental Order.

Section 4.11. Legal Compliance.

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

(b) The Company and its Subsidiaries maintain a program of policies, procedures and internal controls reasonably designed, for a company of the Company's stage of development, and implemented to (i) prevent the use of the products and services of the Company and its Subsidiaries in a manner that violates applicable Law (including money laundering or fraud), and (ii) otherwise provide reasonable assurance that violation of applicable Law by any of the Company's or its Subsidiaries' directors, officers, employees or its or their respective agents, representatives or other Persons, acting on behalf of the Company or any of the Company's Subsidiaries, will be prevented, detected and deterred.

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

Section 4.12. Contracts; No Defaults.

(a) Section 4.12(a) of the Company Disclosure Letter contains a listing of all Contracts described in clauses (i) through (xv) below to which, as of the date of this Agreement, the Company or any of the Company's Subsidiaries has any current or future rights, responsibilities, obligations or liabilities and to which the Company or any of the Company's Subsidiaries is a party, other than a Company Benefit Plan. True, correct and complete copies of the Contracts listed on Section 4.12(a) of the Company Disclosure Letter have previously been delivered to or made available to Acquiror or its agents or representatives, together with all amendments thereto.

(i) Each Contract, excluding leases, subleases or other occupancy agreements related to real property, pursuant to which Company or any of the Company's Subsidiaries is obligated to pay, or entitled to receive, payments in excess of $1,000,000 in the twelve (12) month period following the date hereof;

(ii) Any Contract with any of the Top Vendors (other than Standard Contracts);

(iii) Each note, debenture, other evidence of Indebtedness, guarantee, loan, credit or financing agreement (other than equity financings) or instrument or other Contract for money borrowed by the Company or any of the Company's Subsidiaries, including any agreement or commitment for future loans, credit or financing, in each case, in excess of $1,000,000;

(iv) Each Contract for the acquisition of any Person or any business unit thereof or the disposition of any material assets of the Company or any of its Subsidiaries in the last five (5) years, in each case, involving payments in excess of $500,000, other than Contracts (A) in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing or (B) between the Company and its Subsidiaries;

(v) Each Real Property Lease;

(vi) Each Contract involving the formation of a (A) joint venture, (B) legal partnership, or (C) limited liability company, in each case providing for the sharing of revenues, profits, losses or costs (excluding, in the case of clauses (B) and (C), any Subsidiary of the Company);

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

(viii) Management or advisory services Contracts (excluding Contracts for employment) involving the Company or its Subsidiaries, in each case exceeding $1,000,000 individually;

(ix) Contracts containing covenants of the Company or any of the Company's Subsidiaries (A) prohibiting or limiting the right of the Company or any of the Company's Subsidiaries to engage in or compete with any Person in any line of business in any material respect or (B) prohibiting or restricting the Company's and the Company's Subsidiaries' ability to conduct their business with any Person in any geographic area in any material respect;

(x) Any Collective Bargaining Agreement;

(xi) Each Contract (including license agreements, coexistence agreements, settlement agreements, and agreements with applicable covenants not to sue) that involved aggregate payments by or to the Company or any of the Company's Subsidiaries in excess of $500,000 in the year ended December 31, 2020, pursuant to which the Company or any of the Company's Subsidiaries (i) grants to a third Person any material rights with respect to any Company Owned IP or (ii) is granted by a third Person any material rights with respect to Intellectual Property (in each case for subclauses (i) and (ii), other than (A) Contracts granting nonexclusive rights to technology, Software, works, or Intellectual Property that are generally available on commercial terms and/or that are made in the ordinary course of business on market, reasonable and industry-standard terms, (B) Open Source Licenses, (C) non-disclosure agreements entered into in the ordinary course of business, (D) Contracts with employees, independent contractors, and consultants, assigning inventions developed in the provision of services for the Company that are entered into in the ordinary course of business, (E) incidental Trademark licenses in Contracts for marketing or advertising, and (F) Contracts concerning an allocation of ownership rights in immaterial foreground or developed Intellectual Property) (collectively (A)-(F) "Standard Contracts");

(xii) Each Contract, excluding Real Property Leases, requiring capital expenditures by the Company or any of the Company's Subsidiaries after the date of this Agreement in an amount in excess of $1,000,000 in the twelve (12) month period following the date hereof;

(xiii) Any Contract that grants to any third Person any "most favored nation rights";

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

(xv) Any outstanding written commitment to enter into any Contract of the type described in subsections (i) through (xiv) of this Section 4.12(a).

(b) Except for any Contract that will terminate or will have terminated upon the expiration of the stated term thereof prior to the Closing Date, all of the Contracts listed pursuant to Section 4.12(a) in the Company Disclosure Letter are (i) in full force and effect and (ii) represent the legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent the legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of such breach or default or failure to perform would not be material to the Company and its Subsidiaries, taken as a whole, (x) the Company and its Subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under such Contracts listed in Section 4.12(a) and neither the Company, the Company's Subsidiaries, nor, to the knowledge of the Company, any other party thereto is in breach of or default under any such Contract, (y) during the last twelve (12) months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Contract, and (z) to the knowledge of the Company, no event has occurred which individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract by the Company or its Subsidiaries or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both).

Section 4.13. Company Benefit Plans.

(a) Section 4.13(a) of the Company Disclosure Letter sets forth a complete list, as of the date hereof, of each material Company Benefit Plan (other than any individual offer letters, equity award agreements or similar agreements on the forms set forth on Section 4.13(a) of the Company Disclosure Letter that do not contain material individualized terms). For purposes of this Agreement, a "Company Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") or any other plan, policy, program or agreement (including any employment, bonus, incentive or deferred compensation, employee loan, note or pledge agreement, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee, which are maintained, sponsored or contributed to by the Company or any of the Company's Subsidiaries, or to which the Company or any of the Company's Subsidiaries is a party or has or may have any liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable law and maintained by any Governmental Authority. With respect to each material Company Benefit Plan, the Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (A) such Company Benefit Plan (or, if not written a written summary of its material terms) and all related plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (B) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and any pending request for such a determination letter, and (C) a copy of all material correspondence (other than correspondence in the ordinary course) with any Governmental Authority relating to a Company Benefit Plan received or sent within the last three (3) years.

(b) Except as set forth on Section 4.13(b) of the Company Disclosure Letter, (i) each Company Benefit Plan has been operated and administered in all material respects in compliance with its terms and all applicable Laws, including ERISA and the Code; (ii) in all material respects, all contributions required to be made with respect to any Company Benefit Plan on or before the date hereof have been made and all obligations

in respect of each Company Benefit Plan as of the date hereof have been accrued and reflected in the Company's financial statements to the extent required by GAAP; (iii) each Company Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a prototype plan and, to the knowledge of the Company, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan; and (iv) as of the date of this Agreement, there are no pending or, to the knowledge of the Company, threatened or anticipated claims, actions, investigations or audits (other than routine claims for benefits in the ordinary course) by, and on behalf of or against any of the Company Benefit Plans.

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

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

(e) Except as set forth on Section 4.13(e) of the Company Disclosure Letter, the consummation of the transactions contemplated hereby will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of the Company or any Subsidiary of the Company to any severance pay or any other compensation or benefits payable or to be provided by the Company or any Subsidiary of the Company (other than statutory severance or termination payments that are required solely by reason of applicable Law), (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due any such employee, officer or other individual service provider by the Company or a Subsidiary of the Company, or (iii) accelerate the vesting and/or settlement of any Company Award. The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, result in any "excess parachute payment" under Section 280G of the Code. No Company Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

(f) All Company Awards have been granted in accordance with the terms of the applicable Company Incentive Plan. Each Company Option has been granted with an exercise price that is no less than the fair market value of the underlying Company Common Stock on the date of grant, as determined in accordance with Section 409A of the Code, as well as Section 422 of the Code if applicable. Each Company Option is intended to be exempt from Section 409A of the Code. The Company has made available to Acquiror, accurate and complete copies of (i) the Company Incentive Plans, (ii) the forms of standard award agreement under the Company Incentive Plans, and (iii) copies of any award agreements that materially deviate from such forms, other than award agreements for which the sole material deviations are with respect to vesting or acceleration terms. The treatment of Company Awards under this Agreement does not violate the terms of the Company Incentive Plans or any Contract governing the terms of such awards.

(g) Each "nonqualified deferred compensation plan" subject to Section 409A of the Code, if any, is maintained in all material respects in documentary and operational compliance with Section 409A of the Code, and the applicable Treasury Regulations and IRS guidance thereunder.

(h) There are no outstanding loans or other extensions of credit made by the Company or any of its Subsidiaries to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company or any of its Subsidiaries.

Section 4.14. Labor Relations; Employees.

(a) (i) Neither the Company nor any of its Subsidiaries is a party to or bound by any Collective Bargaining Agreement with any labor or trade union, works council, employee representative body or labor organization or association (collectively, a "Labor Organization"), (ii) no such Collective Bargaining Agreement is being negotiated by the Company or any of the Company's Subsidiaries, (iii) no employees of the Company or any of its Subsidiaries are represented by any Labor Organization with respect to their employment with the Company or its Subsidiaries, and (iv) no Labor Organization has, to the knowledge of the Company, requested or made a pending demand for recognition or certification or sought to organize or represent any of the employees of the Company or its Subsidiaries with respect to their employment with the Company or its Subsidiaries.

(b) Except as would not be material, since April 8, 2019, there has been no actual or, to the knowledge of the Company, threatened unfair labor practice charge, material grievance, material arbitration, strike, slowdown, work stoppage, lockout, picketing, hand billing, or other material labor dispute against or affecting the Company or any Subsidiary of the Company.

(c) Each of the Company and its Subsidiaries are, and have been for the past two (2) years, in compliance with all applicable Laws respecting labor and employment, including, but not limited to, all Laws respecting terms and conditions of employment, health and safety, wages and hours, holiday pay and the calculation of holiday pay, working time, employee classification (with respect to both exempt vs. non-exempt status and employee vs. independent contractor and worker status), child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity and equal pay, workers' compensation, labor relations, employee leave issues and unemployment insurance, except where the failure to comply would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries.

(d) Except as set forth on Section 4.14(d) of the Company Disclosure Letter, in the past two (2) years, the Company and its Subsidiaries have not received (i) notice of any unfair labor practice charge or material complaint pending or threatened before the National Labor Relations Board or any other Governmental Authority against them, (ii) notice of any complaints, grievances or arbitrations arising out of any Collective Bargaining Agreement or any other complaints, grievances or arbitration procedures against them, (iii) notice of any material charge or complaint with respect to or relating to them pending before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, (iv) notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health Laws to conduct an investigation with respect to or relating to them or notice that such investigation is in progress, or (v) notice of any complaint, lawsuit or other proceeding pending or threatened in any forum by or on behalf of any present or former employee of such entities, any applicant for employment or classes of the foregoing alleging breach of any express or implied Contract of employment, any applicable Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship, in each case as would result in material liability to the Company and its Subsidiaries.

(e) The Company and its Subsidiaries are not currently (i) a government contractor or subcontractor (as defined by Executive Order 11246), (ii) required to comply with Executive Order 11246 or any other applicable Law requiring affirmative action or other employment-related actions for government contractors or subcontractors, or (iii) otherwise required to maintain an affirmative action plan; and, within the past three (3) years, neither the Company nor any of its Subsidiaries has received any written notice of, or been charged with, any violation of any requirement to maintain an affirmative action plan.

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

(g) Neither the Company nor any of its Subsidiaries is party to a settlement agreement with a current or former officer, employee or independent contractor of the Company or any of its Subsidiaries that involves allegations relating to sexual harassment, sexual misconduct or any form of illegal discrimination by an officer of the Company or any of the Company's Subsidiaries. To the knowledge of the Company, in the last five (5) years, no allegations of sexual harassment, sexual misconduct or any form of illegal discrimination have been made against an officer of the Company or any of its Subsidiaries.

(h) In the past three (3) years, the Company and its Subsidiaries are and have been in compliance in all material respects with all notice and other requirements under the Worker Adjustment and Retraining Notification Act of 1988 and any similar foreign, state or local law relating to plant closings and layoffs. Except as set forth on Section 4.14(h) of the Company Disclosure Letter, the Company and its Subsidiaries have not engaged in broad-based layoffs, furloughs, employment terminations (other than for cause) or effected any broad-based salary or other compensation or benefits reductions, in each case, whether temporary or permanent, since January 1, 2020 through the date hereof. The Company, taken as a whole with its Subsidiaries, has sufficient employees to operate the business of the Company and its Subsidiaries as currently conducted.

Section 4.15. Taxes.

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

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

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

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

(e) There are no ongoing or pending Legal Proceedings with respect to any material Taxes of the Company or any of its Subsidiaries, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of the Company or any of its Subsidiaries.

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

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

(h) Neither the Company nor any of its Subsidiaries has been a party to any transaction treated by the parties as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement.

(i) Neither the Company nor any of its Subsidiaries (i) is liable for any Taxes of any other Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for United States federal, state or local income Tax purposes, other than a group the common parent of which was or is the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(j) No written claim has been made by any Governmental Authority in thethirty-six (36) months prior to the date of this Agreement where the Company or any of its Subsidiaries does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

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

(l) Neither the Company nor any of its Subsidiaries will be required to include any material amount in taxable income, exclude any material item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or foreign Law) for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale, excess loss account or deferred intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or foreign Law) or open transaction disposition made prior to the Closing outside the ordinary course of business, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the ordinary course of business, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date, (iv) "closing agreements" described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed prior to the Closing, or (v) by reason of Section 965(a) of the Code or election pursuant to Section 965(h) of the Code (or any similar provision of state, local or foreign Law), and to the knowledge of the Company, the IRS has not proposed any such adjustment or change in accounting method.

(m) Neither the Company nor any of its Subsidiaries has deferred the employer's share of any "applicable employment taxes" under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "CARES Act"), failed to properly comply in all material respects with and duly account for all credits received under Sections 7001 through 7005 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act, or sought, or intends to seek, a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. § 636(a)).

(n) The Company is not treated as an "investment company" within the meaning of Section 368(a)(2)(F) of the Code.

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

Section 4.16. Brokers' Fees. No broker, finder, investment banker or other Person (except the Person(s) set forth on Section 4.16 of the Company Disclosure Letter) is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by the Company, any of the Company's Subsidiaries' or any of their Affiliates for which Acquiror, the Company or any of the Company's Subsidiaries has any obligation.

Section 4.17. Insurance.

(a) Section 4.17(a) of the Company Disclosure Letter contains a list of, as of the date hereof, all material policies or binders of property, fire and casualty, product liability, workers' compensation, and other forms of insurance held by, or for the benefit of, the Company or any of the Company's Subsidiaries as of the date of this Agreement. True, correct and complete copies of such insurance policies as in effect as of the date hereof have previously been made available to Acquiror.

(b) Except as disclosed on Section 4.17(b) of the Company Disclosure Letter: (i) all the policies set forth on Section 4.17(a) of the Company Disclosure Letter are in full force and effect; (ii) all premiums due thereon have been paid in full; (iii) the limits of each such policy remain fully available, without any exhaustion or erosion; (iv) the Company and its Subsidiaries have complied in all material respects with all of their respective obligations under each of the policies; (v) there are no material claims, accidents, exposures, occurrences, acts, omissions, circumstances, or disputes relating to the Company and its Subsidiaries and potentially covered by any policy that the Company and its Subsidiaries have failed to properly and timely notice, report, or tender for coverage under any such policy; (vi) no notice of cancellation or termination has been received by the Company or any of the Company's Subsidiaries with respect to any such policy; and (vii) no insurer has denied or disputed coverage of any material claim under any of the Company's insurance policies during the last twelve (12) months.

Section 4.18. Licenses, Regulatory Compliance and Vehicle Liability.

(a) The Company and its Subsidiaries obtained, and as applicable maintain, all of the material Licenses necessary to acquire, own, operate, or maintain their assets or to conduct the business of the Company and its Subsidiaries, including autonomous testing in any place where such test driving is are conducted. Each material License held by the Company or any of the Company's Subsidiaries is and has been for the past three (3) years (or, if the License was granted less than three (3) years ago, since the date of grant) valid, binding and in full force and effect and is not and has not been for the past three (3) years (or, if the License was granted less than three (3) years ago, since the date of grant) subject to any condition except for those conditions appearing on the face of such License and conditions applicable to such licenses generally, and each of the Company and its Subsidiaries is and has been during the past three (3) years in compliance with all such Licenses. Neither the Company nor any of its Subsidiaries (a) is or has been during the past three (3) years in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation) in any material respect of any term, condition or provision of any material License to which it is a party, (b) is or has been during the past three (3) years the subject of any pending or threatened (in writing) Action by a Governmental Authority seeking the cancellation, revocation, suspension, termination, limitation, suspension, modification, or impairment of any material License, or (c) has received any notice that any Governmental Authority that has issued any material License intends to cancel, terminate, revoke, limit, suspend, condition, modify or not renew any such material License, except to the extent such material License may be amended, replaced, or reissued as a result of and as necessary to reflect the transactions contemplated hereby, provided such amendment, replacement, or reissuance does not materially adversely affect the continuous conduct of the business of the Company and its Subsidiaries as currently conducted from and after Closing. The Company and its Subsidiaries have fulfilled and performed (and continue to fulfill and perform) their obligations in all material respects under each License.

(b) All material reports, certifications, declarations, or other technical or regulatory documentation required to be filed, maintained or furnished by the Company and its Subsidiaries to any Governmental Authority in respect of Licenses exclusively used in or exclusively related to the business of the Company and its Subsidiaries have been so filed, maintained or furnished in material compliance with applicable Law.

(c) All Acquired Vehicles developed or tested by or on behalf of the Company and its Subsidiaries have been and are being developed and tested in compliance with applicable Law in all material respects.

(d) The Company and its Subsidiaries have made all material notifications, submissions and reports to Governmental Authorities required under applicable Law and all Licenses applicable to the conduct and operation of the business of the Company and its Subsidiaries, and all such notifications, submissions and reports were true, complete and correct in all material respects as of the date of submission to the applicable Governmental Authority (or were corrected or supplemented by a subsequent notification, submission or report). Neither the Company nor any of its Subsidiaries have received written notification of any pending, or to the knowledge of the Company, threatened, investigation by any Governmental Authority alleging that any operation or activity of the business of the Company and its Subsidiaries is in violation of applicable Law or a License otherwise applicable to the conduct or operation of the business of the Company and its Subsidiaries.

(e) The Acquired Vehicles comply in all material respects with all applicable requirements and provisions of State and Federal motor vehicle regulations, including but not limited to 49 U.S.C. Chapter 301 and implementing regulations and the California, Texas and Pennsylvania Vehicle Codes and implementing regulations, except where the failure to comply with such requirements and provisions would not materially adversely affect the continuous conduct of the business of the Company and its Subsidiaries.

(f) The Company and its Subsidiaries have complied in all material respects with, are not in material violation of, and have not, as of the date of this Agreement, received any written notices of violation with respect to any State or Federal motor vehicle laws or regulations, including but not limited to 49 U.S.C. Chapter 301 and implementing regulations and the California, Texas and Pennsylvania Vehicle Codes and implementing regulations, with respect to the ownership or operation of the business of the Company and its Subsidiaries.

(g) Neither the Company nor, to the knowledge of the Company, any of its Subsidiaries have received any claims or, to the knowledge of the Company, threats in writing of claims alleging any liability, injury, harm, risk, damage, cost or expense of any kind or nature, relating to the operation or testing of the Acquired Vehicles. Neither the Company nor any of its Subsidiaries have been required to temporarily cease or permanently cease the operation or testing of any of the Acquired Vehicles.

Section 4.19. Equipment and Other Tangible Property. Except as would not otherwise be material, the Company or one of its Subsidiaries owns and has good title to, and has the legal and beneficial ownership of or a valid leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property reflected on the books of the Company and its Subsidiaries as owned by the Company or one of its Subsidiaries, free and clear of all Liens other than Permitted Liens. All material personal property and leased personal property assets of the Company and its Subsidiaries are structurally sound and in good operating condition and repair (ordinary wear and tear expected) and are suitable for their present use. The foregoing in this Section shall not be deemed a representation or warranty regarding non-infringement, validity or enforceability of Intellectual Property.

Section 4.20. Real Property.

(a) Section 4.20(a) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all Leased Real Property and all Real Property Leases (as hereinafter defined) pertaining to such Leased Real Property. With respect to each parcel of Leased Real Property:

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

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

(iii) To the knowledge of the Company, there are no uncured default of a material nature on the part of the Company or any of its Subsidiaries or the landlord thereunder with respect to such Real Property Leases.

(b) Section 4.20(b) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all Owned Real Property by the Company and its Subsidiaries. The Company and its Subsidiaries own good and valid title in fee simple to the Owned Real Property, free and clear of all Liens, other than Permitted Liens and Liens that will be released at or prior to the Closing. Except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, all buildings, structures, fixtures and building systems included in the Owned Real Property, if any, are in operating condition in all material respects, subject to reasonable wear and tear, and sufficient to enable the Owned Real Property to continue to be used and operated in the manner currently being used and operated by the Company or its Subsidiaries.

(c) Except as set forth on Section 4.20(c) of the Company Disclosure Letter, with respect to each parcel of Realty:

(i) To the knowledge of the Company and its Subsidiaries, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries are in material compliance with all Liens, encumbrances, easements, restrictions, and other matters of record affecting the Owned Real Property, and neither the Company nor any of its Subsidiaries has received any written notice alleging any current material default or breach under any of such Liens, encumbrances, easements, restrictions, or other matters.

(ii) Other than as set forth on Section 4.20(c)(ii) of the Company Disclosure Letter, as of the date of this Agreement, no party, other than the Company or its Subsidiaries, has any right to use or occupy the Realty or any portion thereof.

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

Section 4.21. Intellectual Property.

(a) Section 4.21(a) of the Company Disclosure Letter lists each item of Intellectual Property that is registered andapplied-for with a Governmental Authority or other applicable registrar as of the date of this Agreement and is owned by the Company or any of the Company's Subsidiaries as of the date of this Agreement, whether applied for or registered in the United States or internationally as of the date of this Agreement ("Company Registered Intellectual Property"). The Company or one of the Company's Subsidiaries is the sole and exclusive owner of all Intellectual Property owned or purported to be owned by the Company or its Subsidiaries (the "Company Owned IP"). All Company Registered Intellectual Property is subsisting (other than patents in deferred examination under 37 CFR 1.103(d)) and, to the knowledge of the Company, (excluding any pending applications included in the Company Registered Intellectual Property) is valid and enforceable.

(b) Except as would not be expected to be material to the Company and its Subsidiaries, taken as a whole, the Company or one of its Subsidiaries owns or has a valid right to use, free and clear of all Liens (other than Permitted Liens), all material Intellectual Property reasonably necessary for the continued conduct of the

business of the Company and its Subsidiaries in substantially the same manner as such business is being operated, provided that the foregoing shall not be deemed a representation or warranty regarding non-infringement, validity or enforceability of Intellectual Property.

(c) The Company and its Subsidiaries have not within the three (3) years preceding the date of this Agreement, infringed, misappropriated or otherwise violated and, as of the date of this Agreement, the Company and its Subsidiaries are not infringing upon, misappropriating or otherwise violating any Intellectual Property of any third Person; provided, however, with respect to patents this representation and warranty is made to the knowledge of the Company. There is no Action pending to which the Company or such Subsidiary of the Company is a named party, or threatened in writing, (i) alleging the Company's or such Subsidiaries' infringement, misappropriation or other violation of any Intellectual Property of any third Person, or (ii) challenging the scope, validity, or enforceability of any Company Owned IP (other than interactions, responses or correspondence from Governmental Authorities in the ordinary course of prosecution of Company Registered Intellectual Property), and there has not been, within the three (3) years preceding the date of this Agreement, any such Action brought or threatened in writing.

(d) To the knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Company Owned IP. The Company and its Subsidiaries have not initiated any Action or sent to any Person, within the three (3) years preceding the date of this Agreement, any written notice, charge, complaint, claim or other written assertion against such third Person alleging material infringement, misappropriation, or other violation by such third Person of any Company Owned IP, or challenging the scope, validity, or enforceability of any Intellectual Property of such third Person. To the knowledge of the Company, no third party has used any Trademarks in any manner that is likely to cause confusion with or dilution of the Trademarks used in the current operation of the business of the Company or its Subsidiaries.

(e) The Company and its Subsidiaries take commercially reasonable measures to protect the confidentiality of Trade Secrets included in the Company Owned IP and all other confidential information that is material to the conduct of the business of the Company and its Subsidiaries. To the knowledge of the Company, there has not been any material unauthorized disclosure of or unauthorized access to any such Trade Secrets or material confidential information to or by any Person in a manner that has resulted or may result in the loss of Trade Secret protection or other rights in and to such information.

(f) No government funding, nor any facilities of a university, college, other educational institution or research center, was used in the development of the Company Owned IP.

(g) To knowledge of the Company, with respect to the Software used or held for use in the business of the Company and its Subsidiaries, no such Software that is Company Owned IP, and no such Software owned by any third Person, contains any undisclosed or hidden device or feature that disrupts, disables, or otherwise impairs the functioning of any Software or any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other malicious code or routines that permit unauthorized access or the unauthorized disablement or erasure of such or other Software or information or data (or any parts thereof) of the Company or its Subsidiaries, in each case of the foregoing that would be material to the business of the Company and its Subsidiaries, taken as a whole.

(h) To the Company's Knowledge, the Company's and its Subsidiaries' use and distribution of (i) Software developed by the Company or any Subsidiary, and (ii) Open Source Materials, is in material compliance with all Open Source Licenses applicable thereto. None of the Company or any Subsidiary of the Company has used any Open Source Materials in a manner that requires any material Software included in the Company Owned IP to be subject to Copyleft Terms.

(i) Neither Company nor any Subsidiary has delivered, licensed or made available, or is under a duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available, the source code for

any material Software owned by the Company to any escrow agent or other Person who is not an employee, consultant or other Person acting on behalf of Company or a Subsidiary.

Section 4.22. Privacy and Cybersecurity.

(a) The Company and its Subsidiaries are in compliance with, and during the past three (3) years have been in compliance with, (i) all applicable Laws governing privacy and/or security of personal information, (ii) the Company's and its Subsidiaries' posted or publicly facing privacy policies, and (iii) the Company's and its Subsidiaries' contractual obligations concerning cybersecurity, data security and the security of the information technology systems used by the Company and its Subsidiaries (the foregoing clauses (i)-(iii), "Privacy and Cybersecurity Requirements"), other than any non-compliance that, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Company and its Subsidiaries. There are not, and have not been in the past three (3) years, any Actions by any Person or, to the knowledge of the Company, by any Governmental Authority, pending to which the Company or any of the Company's Subsidiaries is a named party or, to the knowledge of the Company, threatened in writing against the Company or its Subsidiaries alleging a violation of any Privacy and Cybersecurity Requirements.

(b) During the past three (3) years, there have been no material breaches of the security of any Company IT Systems owned or controlled by the Company or its Subsidiaries, or to the knowledge of the Company, those controlled by any third Person. The Company and its Subsidiaries have implemented and maintained commercially reasonable cybersecurity practices (including by carrying out penetration tests and vulnerability assessments of the Company IT Systems controlled by the Company or its Subsidiaries and their business environment to identify any cybersecurity threats) and have remediated any and all material vulnerabilities identified in such tests and assessments.

(c) The Company and its Subsidiaries have taken appropriate actions (including implementing commercially reasonable technical, physical or administrative safeguards) to ensure that all third Persons controlling Company IT Systems or processing personal information in connection with a product or service of the Company or its Subsidiaries have taken commercially reasonable and legally compliant measures to protect the Company IT Systems and all Trade Secrets, material confidential information, and sensitive or personally identifiable information in their possession or under their control against any unauthorized use, access, modification, disclosure or other misuse, including when such personal information is provided or made available to third Persons, through policies or procedures and organizational, contractual, administrative, technical or physical safeguards. Neither the Company nor any Subsidiary of the Company, nor, to the knowledge of the Company, any third Person controlling any Company IT System or processing personal information on their behalf, has experienced any material incident in which such information was stolen or improperly accessed, including in connection with a breach of security. Neither the Company nor any of its Subsidiaries has received any written notice or complaint from any Person with respect to any of the foregoing, nor has any such notice or complaint been threatened in writing against the Company or any of the Company's Subsidiaries.

(d) To the knowledge of the Company, the consummation of the transactions contemplated hereby shall not breach or otherwise cause any violation in any material respect by the Company or its Subsidiaries of any Privacy and Cybersecurity Requirements, or result in the Company or any of its Subsidiaries being prohibited from receiving or using any personal information in the manner currently received or used by the Company or its Subsidiaries.

Section 4.23. Environmental Matters.

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

(b) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, there has been no release of any Hazardous Materials by the Company or its Subsidiaries (i) at, in, on or under any Realty or in connection with the Company's and its Subsidiaries' operations off-site of the Realty or (ii) to the knowledge of the Company, at, in, on or under any former Realty during the time that the Company owned or leased such property or at any other location where Hazardous Materials generated by the Company or any of the Company's Subsidiaries have been transported to, sent, placed or disposed of.

(c) Except as would not reasonably be expected to result in any material liability, neither the Company nor its Subsidiaries are subject to any current Governmental Order relating to any material non-compliance with Environmental Laws by the Company or its Subsidiaries or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials.

(d) No material Legal Proceeding is pending or, to the knowledge of the Company, threatened with respect to the Company's and its Subsidiaries' compliance with or liability under Environmental Laws, and, to the knowledge of the Company, there are no facts, conditions or circumstances that could reasonably be expected to form the basis of such a material Legal Proceeding.

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

Section 4.24. Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, there has not been any Company Material Adverse Effect.

Section 4.25. Anti-Corruption Compliance.

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

(b) Each of the Company and its Subsidiaries, has instituted and maintains policies and procedures reasonably designed to ensure compliance in all material respects with the Anti-Bribery Laws.

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

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

(a) The Company and its Subsidiaries are, and have been for the past five (5) years, in compliance in all material respects with all Anti-Money Laundering Laws. To the knowledge of the Company, the Company, its Subsidiaries and all of its and their respective directors and officers, and their employees and agents when acting on the Company's behalf, are, and have been for the past five (5) years, in compliance in all material respects with all International Trade Laws, and have obtained all required Licenses, consents, notices, waivers, approvals, orders, registrations, declarations, or other authorizations from, and have made any material filings with, any

applicable Governmental Authority for the import, export, re-export, deemed export, deemedre-export, or transfer required under the International Trade Laws and Sanctions Laws (the "Export Approvals"). There are no pending or, to the knowledge of the Company, threatened, claims, complaints, charges, investigations, voluntary disclosures or Legal Proceedings against the Company or any of the Company's Subsidiaries related to any Anti-Money Laundering Laws, International Trade Laws or Sanctions Laws or any Export Approvals.

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

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

Section 4.28. Vendors.

(a) Section 4.28(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the top ten (10) vendors based on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020 (the "Top Vendors").

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

Section 4.29. Government Contracts. The Company is not party to: (i) any Contract, including an individual task order, delivery order, basic ordering agreement, letter Contract or blanket purchase agreement between the Company or any of its Subsidiaries, on one hand, and any Governmental Authority, on the other hand, or (ii) any subcontract or other Contract by which the Company or one of its Subsidiaries has agreed to provide goods or services through a prime contractor directly to a Governmental Authority that is expressly identified in such subcontract or other Contract as the ultimate consumer of such goods or services. None of the Company or any of its Subsidiaries have provided any offer, bid, quotation or proposal to sell products made or services provided by the Company or any of its Subsidiaries that, if accepted or awarded, would lead to any Contract or subcontract of the type described by the foregoing sentence.

Section 4.30. No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision hereof, the Company and its directors, managers, officers, employees, equityholders, partners, members or representatives, acknowledge and agree that the Company has made its own investigation of Acquiror, Merger Sub and their respective Subsidiaries and that neither Acquiror nor any of its Affiliates, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by Acquiror in Article V, including any implied warranty or representation as to condition,

merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Acquiror, Merger Sub or any of their respective Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of Acquiror, Merger Sub and their respective Subsidiaries as conducted after the Closing, as contained in any materials provided by Acquiror or any of its Affiliates or any of their respective directors, managers, officers, employees, shareholders, partners, members or representatives or otherwise. Except for the representations and warranties expressly made by Acquiror in Article V, neither the Company nor any of its Affiliates relied on any representation or warranty, or the accuracy of completeness thereof, or any other information, or the accuracy or completeness thereof, provided by Acquiror or its Subsidiaries. Except as otherwise expressly set forth in this Agreement, the Company understands and agrees that any assets, properties and business of Acquiror and its Subsidiaries are furnished "as is," "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article V, with all faults and without any other representation or warranty of any nature whatsoever.

Section 4.31. No Additional Representation or Warranties. Except as provided in this Article IV, neither the Company nor any of its Affiliates, nor any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to Acquiror or Merger Sub or their Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to Acquiror or Merger Sub or their Affiliates.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in (a) in the case of Acquiror, any Acquiror SEC Filings filed or submitted on or prior to the date hereof (excluding (i) any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature and (ii) any exhibits or other documents appended thereto) (it being acknowledged that nothing disclosed in such Acquiror SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 5.8, Section 5.12 and Section 5.15), or (b) in the case of Acquiror and Merger Sub, in the disclosure letter delivered by Acquiror and Merger Sub to the Company (the "Acquiror Disclosure Letter") on the date of this Agreement (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article V), Acquiror and Merger Sub represent and warrant to the Company as follows:

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

Section 5.2. Due Authorization.

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

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

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

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

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

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

Section 5.3. No Conflict. Subject to the Acquiror Shareholder Approval and the receipt of the Governmental Authorizations set forth in Section 5.4, the execution and delivery of this Agreement by Acquiror and Merger Sub and the other documents to which Acquiror or Merger Sub is a party contemplated hereby by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of or default under the Governing Documents of Acquiror or Merger Sub, (b) violate or conflict with any provision of, or result in the breach of, or

default under any applicable Law or Governmental Order applicable to Acquiror or Merger Sub, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract to which Acquiror or Merger Sub is a party or by which Acquiror or Merger Sub may be bound, or terminate or result in the termination of any such Contract or (d) result in the creation of any Lien upon any of the properties or assets of Acquiror or Merger Sub, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement or (ii) be material to Acquiror.

Section 5.4. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no Governmental Authorization is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (a) applicable requirements of the HSR Act, securities Laws or stock exchange rules, and (b) in connection with the Domestication, the applicable requirements and required approval of or filings with the Cayman Registrar and the Secretary of State of Delaware.

Section 5.5. Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened Legal Proceedings against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There are no investigations or other inquiries pending or, to the knowledge of Acquiror, threatened by any Governmental Authority, against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There is no outstanding Governmental Order imposed upon Acquiror or Merger Sub, nor are any assets of Acquiror's or Merger Sub's respective businesses bound or subject to any Governmental Order the violation of which would have, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement. As of the date hereof, each of Acquiror and Merger Sub is in compliance with all applicable Laws, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement. For the past three (3) years, Acquiror and Merger Sub have not received any written notice of or been charged with the violation of any Laws, except where such violation would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement.

Section 5.6. SEC Filings. Acquiror has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since March 18, 2021, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing through the date hereof, the "Acquiror SEC Filings"). Each of the Acquiror SEC Filings, as of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such amendment or superseding filing), complied in all respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder applicable to the Acquiror SEC Filings, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such amendment or superseding filing), the Acquiror SEC Filings did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the

Acquiror SEC Filings. To the knowledge of Acquiror, none of the Acquiror SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 5.7. Internal Controls; Listing; Financial Statements

(a) Except as not required in reliance on exemptions from various reporting requirements by virtue of Acquiror's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror, including its consolidated Subsidiaries, if any, is made known to Acquiror's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act. Since March 18, 2021, Acquiror has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror Financial Statements for external purposes in accordance with GAAP, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement.

(b) Each director and executive officer of Acquiror has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations promulgated thereunder. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(c) Since March 18, 2021, Acquiror has complied in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq Stock Market LLC ("Nasdaq"), except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement. The Acquiror Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on Nasdaq. There is no Legal Proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Ordinary Shares or prohibit or terminate the listing of Acquiror Class A Ordinary Shares on Nasdaq.

(d) Except as disclosed in the Acquiror SEC Filings, the Acquiror Financial Statements (i) fairly present the financial position of Acquiror, as at the respective dates thereof, and the results of operations and consolidated cash flows for the respective periods then ended, (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof, except, with respect to each of clauses (i), (ii) and (iii), as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement. The books and records of Acquiror have been, and are being, maintained in accordance with GAAP and any other applicable legal and accounting requirements, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement.

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

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

Section 5.8. Trust Account. As of the date of this Agreement, Acquiror has at least $977,500,000 in the Trust Account (including, if applicable, an aggregate of approximately $34,212,500 of deferred underwriting commissions and other fees being held in the Trust Account), such monies invested in United States government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of March 15, 2021, between Acquiror and Continental Stock Transfer & Trust Company, as trustee (the "Trustee") (the "Trust Agreement"). There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the Acquiror SEC Filings to be inaccurate or that would entitle any Person (other than shareholders of Acquiror holding Acquiror Ordinary Shares sold in Acquiror's initial public offering who shall have elected to redeem their Acquiror Ordinary Shares pursuant to Acquiror's Governing Documents and the underwriters of Acquiror's initial public offering with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and payments with respect to all Acquiror Share Redemptions. There are no claims or proceedings pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has performed all material obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to Acquiror's Governing Documents shall terminate, and as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to Acquiror's Governing Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. To Acquiror's knowledge, as of the date hereof, following the Effective Time, no Acquiror Shareholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Shareholder is exercising an Acquiror Share Redemption. As of the date hereof, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its obligations hereunder, neither Acquiror or Merger Sub have any reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror and Merger Sub on the Closing Date.

Section 5.9. Investment Company Act; JOBS Act. Acquiror is not an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act. Acquiror constitutes an "emerging growth company" within the meaning of the JOBS Act.

Section 5.10. Absence of Changes. Since March 18, 2021, (a) there has not been any event or occurrence that has had, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement and (b) Acquiror and Merger Sub have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 5.11. No Undisclosed Liabilities. Except for any fees and expenses payable by Acquiror or Merger Sub as a result of or in connection with the consummation of the transactions contemplated hereby, as of the date of this Agreement, there is no liability, debt or obligation of or claim or judgment against Acquiror or Merger Sub (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due), except for liabilities and obligations (a) reflected or reserved for on the financial statements or disclosed in the notes thereto included in Acquiror SEC Filings, (b) that have arisen since the date of the most recent balance sheet included in the Acquiror SEC Filings in the ordinary course of business

of Acquiror and Merger Sub, or (c) which would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement or as would result in material liabilities to the Acquiror and its Subsidiaries, including the Company, following the Effective Time. As of the date hereof, there are no amounts outstanding under any Working Capital Loans.

Section 5.12. Capitalization of Acquiror.

(a) As of the date of this Agreement, the authorized share capital of Acquiror is $55,500.00 divided into (i) 500,000,000 Acquiror Class A Ordinary Shares, of which 97,750,000 shares are issued and outstanding (including those underlying the Cayman Acquiror Units), (ii) 50,000,000 Acquiror Class B Ordinary Shares, of which 24,437,500 shares are issued and outstanding, and (iii) 5,000,000 preferred shares, par value $0.0001 per share, none of which are issued and outstanding (clauses (i), (ii) and (iii) collectively, the "Acquiror Securities"). The foregoing represents all of the issued and outstanding Acquiror Securities as of the date of this Agreement. All issued and outstanding Acquiror Securities (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (A) Acquiror's Governing Documents, and (B) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound.

(b) Subject to the terms of conditions of the Acquiror Warrant Agreement, after giving effect to the Domestication and the Merger, the Domesticated Acquiror Warrants will be exercisable for one share of Domesticated Acquiror Class A Common Stock at an exercise price of eleven Dollars fifty cents ($11.50) per share. As of the date of this Agreement, 12,218,750 Acquiror Public Warrants (including those underlying the Cayman Acquiror Units) and 8,900,000 Acquiror Private Placement Warrants are issued and outstanding. All outstanding Cayman Acquiror Warrants (i) have been duly authorized and validly issued and constitute legal, valid and binding obligations of Acquiror, enforceable against Acquiror in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound. Except for the Subscription Agreements, Acquiror's Governing Documents and this Agreement, there are no outstanding Contracts of Acquiror to repurchase, redeem or otherwise acquire any Acquiror Securities.

(c) Except as set forth in this Section 5.12 or as contemplated by this Agreement or the other documents contemplated hereby, and other than in connection with the PIPE Investment, Acquiror has not granted any outstanding options, stock appreciation rights, warrants, rights or other securities convertible into or exchangeable or exercisable for Acquiror Securities, or any other commitments or agreements providing for the issuance of additional shares, the sale of treasury shares, for the repurchase or redemption of any Acquiror Securities or the value of which is determined by reference to the Acquiror Securities, and there are no Contracts of any kind which may obligate Acquiror to issue, purchase, redeem or otherwise acquire any of its Acquiror Securities.

(d) The Aggregate Merger Consideration and the shares of Domesticated Acquiror Common Stock, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable state and federal securities Laws and not subject to,

and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, Acquiror's Governing Documents, or any Contract to which Acquiror is a party or otherwise bound.

(e) On or prior to the date of this Agreement, Acquiror has entered into Subscription Agreements with the PIPE Investors, true and correct copies of which have been provided to the Company on or prior to the date of this Agreement, pursuant to which, and on the terms and subject to the conditions of which, the PIPE Investors have agreed, in connection with the transactions contemplated hereby, to consummate the PIPE Investment. On or prior to the date of this Agreement, Acquiror has identified to the Company each of the PIPE Investors (or has caused the identification of each such PIPE Investor to the Company) and, to the knowledge of Acquiror, the Company has not exercised its right to reasonably object to any such PIPE Investor as of the date of this Agreement. Such Subscription Agreements are in full force and effect with respect to, and binding on, Acquiror and, to the knowledge of Acquiror, on each PIPE Investor party thereto, in accordance with their terms.

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

Section 5.13. Brokers' Fees. No broker, finder, investment banker or other Person (except the Person(s) set forth on Section 5.13 of the Acquiror Disclosure Letter) is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by Acquiror or any of its Affiliates.

Section 5.14. Indebtedness. Neither Acquiror nor Merger Sub has any Indebtedness other than Working Capital Loans.

Section 5.15. Taxes.

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

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

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

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

(e) There are no ongoing or pending Legal Proceedings with respect to any material Taxes of Acquiror or Merger Sub and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of Acquiror or Merger Sub.

(f) Neither Acquiror nor Merger Sub is a party to any Tax indemnification or Tax sharing or similar agreement (other than any such agreement solely between Acquiror and Merger Sub and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes that were entered into with Persons who are not Affiliates or equity owners of Acquiror).

(g) Neither Acquiror nor Merger Sub has been a party to any transaction treated by the parties as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement.

(h) Neither Acquiror nor Merger Sub is liable for Taxes of any other Person (other than Acquiror or Merger Sub) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law or as a transferee or successor or by contract (other than customary commercial contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(i) Neither Acquiror nor Merger Sub has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(j) Neither Acquiror nor Merger Sub will be required to include any material amount in taxable income, exclude any material item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or foreign Law) for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale, excess loss account or deferred intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or foreign Law) or open transaction disposition made prior to the Closing outside the ordinary course of business, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the ordinary course of business, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date, (iv) "closing agreements" described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed prior to the Closing, or (v) by reason of Section 965(a) of the Code or election pursuant to Section 965(h) of the Code (or any similar provision of state, local or foreign Law), and to the knowledge of Acquiror and Merger Sub, the IRS has not proposed any such adjustment or change in accounting method.

(k) Acquiror and Merger Sub have not taken any action, nor to the knowledge of Acquiror or Merger Sub are there any facts or circumstances, that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and applicable Treasury Regulations.

Section 5.16. Business Activities.

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

(b) Except for Merger Sub and the transactions contemplated by this Agreement and the Ancillary Agreements, Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for

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

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

(d) As of the date hereof and except for this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby (including with respect to expenses and fees incurred in connection therewith), neither Acquiror nor Merger Sub are party to any Contract with any other Person that would require payments by Acquiror or any of its Subsidiaries after the date hereof in excess of $1,000,000 in the aggregate with respect to any individual Contract, other than Working Capital Loans.

Section 5.17. Stock Market Quotation. As of the date hereof, the Acquiror Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on Nasdaq under the symbol "RTPY". As of the date hereof, the Acquiror Public Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "RTPY WS." As of the Closing, after giving effect to the Domestication and the other transactions contemplated by this Agreement (and by the other agreements contemplated hereby) to occur prior to the Closing, the Domesticated Acquiror Class A Common Stock and the Acquiror Public Warrants will be registered pursuant to Section 12(b) of the Exchange Act and listed for trading on the Nasdaq. Acquiror is in compliance with the rules of Nasdaq and there is no Action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Ordinary Shares or Acquiror Public Warrants or terminate the listing of Acquiror Class A Ordinary Shares or Acquiror Public Warrants on Nasdaq. None of Acquiror, Merger Sub or their respective Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Ordinary Shares or Acquiror Public Warrants under the Exchange Act except as contemplated by this Agreement.

Section 5.18. Registration Statement, Proxy Statement and Proxy Statement/Registration Statement. On the effective date of the Registration Statement, the Registration Statement, and when first filed in accordance with Rule 424(b) of the Securities Act and/or filed pursuant to Section 14A of the Exchange Act, the Proxy Statement and the Proxy Statement/Registration Statement (or any amendment or supplement thereto), shall comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the effective date of the Registration Statement, the Registration Statement will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement. On the date of any filing pursuant to Rule 424(b) of the Securities Act and/or Section 14A of the Exchange Act, the date the Proxy Statement/Registration Statement or the Proxy Statement, as applicable, is first mailed to the holder of Acquiror Ordinary Shares and at the time of the Acquiror Shareholders' Meeting, the Proxy Statement/Registration Statement or the Proxy Statement, as applicable (together with any amendments or supplements thereto), will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements

therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Proxy Statement/Registration Statement or the Proxy Statement, as applicable, in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Proxy Statement/Registration Statement or the Proxy Statement, as applicable.

Section 5.19. No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, each of Acquiror and Merger Sub, and any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives, acknowledge and agree that Acquiror has made its own investigation of the Company and that neither the Company nor any of its Affiliates, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or its Subsidiaries and, except for the representations and warranties expressly made by the Company in Article IV, neither Acquiror nor Merger Sub nor any of their respective Affiliates relied on any representation or warranty, or the accuracy of completeness thereof, or any other information, or the accuracy or completeness thereof, provided by the Company or its Subsidiaries. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties and business of the Company and its Subsidiaries are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article IV, with all faults and without any other representation or warranty of any nature whatsoever.

Section 5.20. No Additional Representation or Warranties. Except as provided in this Article V, neither Acquiror nor Merger Sub nor any of their respective Affiliates, nor any of their respective directors, managers, officers, employees, stockholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Company or its Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to the Company or its Affiliates.

## ARTICLE VI

## COVENANTS OF THE COMPANY

Section 6.1. Conduct of Business. From the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article X (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, except as contemplated by this Agreement or the Ancillary Agreements, as required by Law, as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied) or as set forth on Section 6.1 of the Company Disclosure Letter, use reasonable best efforts to (x) operate the business of the Company in the ordinary course of business consistent with past practice (which shall include actions (or inactions) required to comply with any quarantine, "shelter in place," "stay at home," social distancing, shut down, closure, sequester or similar Law, order, directive or guidelines promulgated by any Governmental Authority in connection with or in response to COVID-19) and (y) preserve intact the Company's present business organization, retain the Company's current officers, and preserve the Company's relationships with its key suppliers and customers (if applicable). Without limiting the generality of the foregoing, except as explicitly contemplated by this Agreement or the Ancillary Agreements, as required by Law, as consented to by

Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied) or as set forth on Section 6.1 of the Company Disclosure Letter, the Company shall not, and the Company shall cause its Subsidiaries not to:

(a) change or amend the Governing Documents of the Company or any of the Company's Subsidiaries or form or cause to be formed any new Subsidiary of the Company (other than the formation of a wholly owned Subsidiary of the Company or an entity name change in connection with a Permitted Transaction or the transactions contemplated by this Agreement);

(b) make or declare any dividend or distribution to the equityholders of the Company or make any other distributions in respect of any shares of the Company Capital Stock or the equity interests of the Company or any of its Subsidiaries;

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

(d) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries, except for (i) the acquisition by the Company or any of its Subsidiaries of any shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries in connection with the forfeiture or cancellation of such interests, (ii) transactions between the Company and any wholly owned Subsidiary of the Company or between wholly owned Subsidiaries of the Company, (iii) purchases or redemptions pursuant to exercises of Company Options issued and outstanding as of the date hereof or the withholding of shares to satisfy net settlement or Tax obligations with respect to Company Awards outstanding as of the date hereof in accordance with the terms of such Company Awards, or (iv) purchases or redemptions of any Company Restricted Stock issued and outstanding as of the date hereof in accordance with the terms thereof; or (v) grants of Company Awards to the extent provided for in a written agreement with an employee, director, advisor or consultant dated as of prior to the date of this Agreement or (vi) grants of Company Awards to an employee, director, advisor or consultant that are in the ordinary course of business; provided that in no event shall any grant be made to any officer of the Company pursuant to the preceding clauses (v) and (vi) in a value exceeding $10,000,000 with respect to such officer;

(e) enter into, modify in any material respect or terminate (other than expiration in accordance with its terms) any Contract of a type required to be listed on Section 4.12(a) of the Company Disclosure Letter, in each case, other than in the ordinary course of business or as required by Law;

(f) sell, assign, transfer, convey, lease or otherwise dispose of, or create or incur any Lien (except for a Permitted Lien) on, any material tangible assets or properties of the Company or its Subsidiaries, except for (i) dispositions of obsolete or not-material equipment (ii) transactions among the Company and its wholly owned Subsidiaries or among its wholly owned Subsidiaries, (iii) transactions in the ordinary course of business consistent with past practice and (iv) any sale, transfer, lease or sublease of real property other than real property leases that would be required to be disclosed as Leased Real Property under this Agreement;

(g) acquire any ownership interest in any real property;

(h) except as otherwise required by Law, existing Company Benefit Plans or the Contracts listed onSection 4.12 of the Company Disclosure Letter, (i) grant any severance, retention, change in control or termination or similar pay, except in connection with the promotion, hiring or termination of employment of any non-officer employee of the Company or its Subsidiaries with an annual base salary or wage rate below $400,000 in the ordinary course of business consistent with past practice, (ii) hire or terminate any officer or employee at

the level of Vice President or above, other than terminations of employment for cause or due to death or disability, (iii) terminate, adopt, enter into or materially amend any Company Benefit Plan, except as permitted by another clause of this Section 6.1(h), (iv) increase the cash compensation or bonus opportunity of any employee, officer, director or other individual service provider, except in the ordinary course of business consistent with past practice, (v) establish any trust or take any other action to secure the payment of any compensation payable by the Company or any of the Company's Subsidiaries to any employee of the Company or any of the Company's Subsidiaries or (vi) take any action to amend or waive any performance or vesting criteria or to accelerate the time of payment or vesting of any compensation or benefit payable by the Company or any of the Company's Subsidiaries, except in the ordinary course of business consistent with past practice;

(i) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof (other than any such acquisition or merger that (i) would not require the disclosure of any financial statements or other information with respect to such acquisition or merger under applicable securities Laws or otherwise delay the effectiveness of the Registration Statement (or the Proxy Statement/Registration Statement) or the filing of the Super 8-K or a registration statement on Form S-1 for the resale of the securities issued in the PIPE Investment following the Closing and (ii) would not require any waiting period under applicable Law or approval of any Governmental Authority or otherwise delay the Closing (such acquisition or merger, a "Permitted Transaction"); provided, that the Company shall consult with Acquiror with respect to any Permitted Transaction);

(j) (i) issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any Subsidiary of the Company or otherwise incur or assume any Indebtedness, or (ii) guarantee any Indebtedness of another Person, except in the ordinary course of business consistent with past practice;

(k) except in the ordinary course of business consistent with past practice, (i) make or change any material election in respect of material Taxes, (ii) materially amend, modify or otherwise change any filed material Tax Return, (iii) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (iv) enter into any closing agreement in respect of material Taxes executed on or prior to the Closing Date or enter into any Tax sharing or similar agreement, (v) settle any claim or assessment in respect of material Taxes, or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes or in respect to any material Tax attribute that would give rise to any claim or assessment of Taxes;

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

(m) (i) issue any additional shares of Company Capital Stock or securities exercisable for or convertible into shares of Company Capital Stock, other than (1) the issuance of shares of Company Common Stock upon the exercise of Company Options or upon settlement of Company RSUs pursuant to their terms in the ordinary course of business under the Company Incentive Plans and the applicable award agreements, in each case, outstanding on the date of this Agreement in accordance with their terms as in effect as of the date of this Agreement or (2) as consideration in a Permitted Transaction, or (ii) grant any additional Company Awards or other equity or equity-based compensation, except to the extent permitted by Section 6.1(d)(v);

(n) adopt a plan of, or otherwise enter into or effect a, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its Subsidiaries (other than the Pre-Closing Restructuring, the Merger or, with respect to a Subsidiary, in connection with a Permitted Transaction);

(o) waive, release, settle, compromise or otherwise resolve any inquiry, investigation, claim, Action, litigation or other Legal Proceedings, except where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than $1,000,000 in the aggregate;

(p) grant to, or agree to grant to, any Person rights to any Intellectual Property that is material to the Company and its Subsidiaries (other than where the scope of the grant is consistent with past grants of rights the Company has made), or dispose of, abandon or permit to lapse any rights to any Company Registered Intellectual Property, other than with respect to immaterial Company Registered Intellectual Property whose cost of prosecution or maintenance, in the reasonable exercise of the Company's or any of its Subsidiary's business judgement, would outweigh any benefit to the Company of prosecuting or maintaining such item;

(q) disclose or agree to disclose to any Person (other than Acquiror or any of its representatives) any Trade Secret of the Company or any of its Subsidiaries, other than (i) in connection with the filing of a patent, (ii) to service providers and development partners on a need-to-know basis in the ordinary course of business, (iii) contributions to the NVIDIA AI IOT GitHub repository (available at https://github.com/NVIDIA-AI-IOT/torch2trt) that are substantially similar to previous contributions made by the Company or any of its Subsidiaries to such repository, or (iv) the PIT30 research data set and associated source code under any Open Source License;

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

(s) manage the Company's and its Subsidiaries' working capital (including paying amounts payable in a timely manner when due and payable) in a manner other than in the ordinary course of business consistent with past practice

(t) enter into, modify, amend, renew or extend any Collective Bargaining Agreement, other than as required by applicable Law, or recognize or certify any Labor Organization, or group of employees of the Company or its Subsidiaries as the bargaining representative for any employees of the Company or its Subsidiaries;

(u) terminate without replacement or fail to use reasonable best efforts to maintain any License material to the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(v) waive the restrictive covenant obligations of any current or former employee of the Company or any of the Company's Subsidiaries;

(w) (i) explicitly limit the right of the Company or any of the Company's Subsidiaries to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person or (ii) grant any exclusive or similar rights to any Person, in each case of (i) and (ii) in a way that is material to the business of Company and its Subsidiaries, taken as a whole;

(x) terminate or amend, each in a manner materially detrimental to the Company or any of its Subsidiaries, taken as a whole, any insurance policy insuring the business of the Company or any of the Company's Subsidiaries;

(y) amend in a manner materially detrimental to the Company or any of its Subsidiaries, terminate, permit to lapse or fail to use reasonable best efforts to maintain any material Governmental Authorization or material License required for the business of the Company or any of its Subsidiaries to be conducted in all material respects as conducted on the date hereof; or

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

Section 6.2. Inspection. Subject to Section 6.2 of the Company Disclosure Letter and confidentiality obligations (whether contractual, imposed by applicable Law or otherwise) that may be applicable to information furnished to the Company or any of the Company's Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information that is subject to attorney-client privilege (provided that, to the extent possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege or compliance with such confidentiality obligation), and to the extent permitted by applicable Law, the Company shall, and shall cause its Subsidiaries to, afford to Acquiror and its accountants, counsel and other representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, in such manner as to not materially interfere with the ordinary course of business of the Company and its Subsidiaries, to all of their respective properties, books, Contracts, commitments, Tax Returns, records and appropriate officers and employees of the Company and its Subsidiaries, and shall furnish such representatives with all appropriate financial and operating data and other information concerning the affairs of the Company and its Subsidiaries as such representatives may reasonably request; provided, that such access shall not include any invasive or intrusive investigations or other testing, sampling or analysis of any properties, facilities or equipment of the Company or its Subsidiaries without the prior written consent of the Company. All information obtained by Acquiror, Merger Sub or their respective representatives pursuant to this Section 6.2 shall be subject to the Confidentiality Agreement.

Section 6.3. Preparation and Delivery of Additional Company Financial Statements.

(a) If the Effective Time has not occurred prior to August 12, 2021, the Company shall use its reasonable best efforts to deliver to Acquiror, as soon as reasonably practicable following August 12, 2021, the unaudited balance sheet as of June 30, 2021 and the related unaudited statements of operation, comprehensive loss, redeemable convertible preferred stock and stockholders' deficit, and cash flows for the three-month period ended June 30, 2021 of the Company and its Subsidiaries (the "Q2 2021 Financial Statements"), which comply with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant; provided, that upon delivery of such Q2 2021 Financial Statements, the representations and warranties set forth in Section 4.8 shall be deemed to apply to the Q2 2021 Financial Statements with the same force and effect as if made as of the date of this Agreement.

(b) The Company shall use its reasonable best efforts to deliver to Acquiror, as soon as reasonably practicable following the date hereof, any additional financial or other information reasonably requested by Acquiror to prepare pro forma financial statements required under federal securities Laws to be included in Acquiror's filings with the SEC (including, if applicable, the Proxy Statement/Registration Statement).

(c) The Company shall use its reasonable best efforts to cause its independent auditors to provide any necessary consents to the inclusion of the financial statements set forth in Section 4.8 and this Section 6.3 in Acquiror's filings with the SEC in accordance with the applicable requirements of federal securities Laws.

Section 6.4. Affiliate Agreements. At or prior to the Closing, the Company shall use reasonable best efforts to terminate or settle, or cause to be terminated or settled, without further liability to Acquiror, the Company or any of the Company's Subsidiaries, all Affiliate Agreements set forth on Section 6.4 of the Company Disclosure Letter and provide Acquiror with evidence of such termination or settlement reasonably satisfactory to Acquiror.

Section 6.5. Acquisition Proposals. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, the Company and its Subsidiaries shall not, and the Company shall instruct and use its reasonable best efforts to cause its representatives, not to (a) initiate any negotiations with any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company's Subsidiaries to any Person relating to, an Acquisition Proposal or afford to any Person access to the business, properties, assets or personnel of the Company or any of the Company's Subsidiaries in connection with an Acquisition Proposal, (b) enter into any acquisition agreement, merger

agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (c) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state relating to an Acquisition Proposal, or (d) otherwise knowingly facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal.

## ARTICLE VII

## COVENANTS OF ACQUIROR

Section 7.1. Employee Matters.

(a) Incentive Award Plan. Prior to and in connection with the Closing, Acquiror shall approve and adopt (x) an incentive award plan in the form attached hereto as Exhibit E (with such changes as may be agreed in writing by Acquiror and the Company) (the "Incentive Award Plan") and (y) the form Restricted Stock Unit Agreement attached hereto as Exhibit F, and the form Option Award Agreement attached hereto as Exhibit G (with such changes that may be agreed in writing by Acquiror and the Company). As soon as reasonably practicable following the expiration of the sixty (60) day period following the date Acquiror has filed current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Acquiror shall file an effective registration statement on Form S-8 (or other applicable form, including Form S-3) with respect to the Domesticated Acquiror Class A Common Stock issuable under the Incentive Award Plan, and Acquiror shall use reasonable best efforts to maintain the effectiveness of such registration statement(s) (and maintain the current status of the prospectus or prospectuses contained therein) for so long as awards granted pursuant to the Incentive Award Plan remain outstanding.

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

Section 7.2. Trust Account Proceeds and Related Available Equity.

(a) The parties to this Agreement do not have any intention as of the Effective Time to use, or to cause to be used, any amount of the Available Acquiror Cash to effect any additional repurchase, redemption or other acquisition of outstanding shares of Domesticated Acquiror Common Stock within the six (6)-month period after the Closing.

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

Section 7.3. Listing. From the date hereof through the Effective Time, Acquiror shall ensure Acquiror remains listed as a public company on Nasdaq, and shall prepare and submit to Nasdaq a listing application, if required under Nasdaq rules, covering the shares of Domesticated Acquiror Class A Common Stock issuable in the Merger and the Domestication, and shall use reasonable best efforts to obtain approval for the listing of such shares of Domesticated Acquiror Class A Common Stock, and the Company shall reasonably cooperate with Acquiror with respect to such listing.

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

Section 7.5. Acquiror Conduct of Business.

(a) During the Interim Period, Acquiror shall, and shall cause Merger Sub to, except as explicitly contemplated by this Agreement (including as contemplated by any of the Subscription Agreements or in connection with the PIPE Investment or Domestication) or the Ancillary Agreements, as required by Law or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), operate its business in the ordinary course and consistent with past practice (which shall include actions (or inactions) required to comply with any quarantine, "shelter in place," "stay at home," social distancing, shut down, closure, sequester or similar Law, order, directive or guidelines promulgated by any Governmental Authority in connection with or in response to COVID-19). Without limiting the generality of the foregoing, except as explicitly contemplated by this Agreement (including as contemplated by any of the Subscription Agreements or in connection with the PIPE Investment or Domestication) or the Ancillary Agreements, as required by Law or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror shall not, and Acquiror shall cause Merger Sub not to:

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

(ii) except as contemplated by the Transaction Proposals, (A) make or declare any dividend or distribution to the shareholders of Acquiror or make any other distributions in respect of any of Acquiror's or Merger Sub's capital stock, share capital or equity interests, (B) split, combine, reclassify or otherwise amend any terms of any shares or series of Acquiror's or Merger Sub's capital stock or equity interests, or (C) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, share capital or membership interests, warrants or other equity interests of Acquiror or Merger Sub, other than a redemption of Acquiror Class A Ordinary Shares made as part of the Acquiror Share Redemptions;

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

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

(v) make or change any material election in respect of material Taxes, (A) amend, modify or otherwise change any filed material Tax Return, (B) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (C) enter into any closing agreement in respect of material Taxes or enter into any Tax sharing or similar agreement, (D) settle any claim or assessment in respect of material Taxes, (E) surrender or allow to expire any right to claim a refund of material Taxes; or (F) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes or in respect to any material Tax attribute that would give rise to any claim or assessment of Taxes;

(vi) issue or sell any debt securities or warrants or other rights to acquire any debt securities of Acquiror or otherwise incur or assume any Indebtedness, or guarantee any Indebtedness of another Person, other than (A) subject to Section 8.4(c) fees and expenses incurred in support of the transactions contemplated by this Agreement and the Ancillary Agreements or in support of the ordinary course operations of Acquiror (which the parties agree shall include any Indebtedness in respect of any Working Capital Loan incurred in the ordinary course of business), (B) any Indebtedness for borrowed money or guarantee in an aggregate amount not to exceed $100,000, in the ordinary course of business and on commercially reasonable terms, and (C) any Indebtedness for borrowed money or guarantee incurred between Acquiror and Merger Sub;

(vii) (A) issue any Acquiror Securities or securities exercisable for or convertible into Acquiror Securities, other than the issuance of the Aggregate Merger Consideration or in respect of the PIPE Investment, (B) grant any options, warrants or other equity-based awards with respect to Acquiror Securities not outstanding on the date hereof, or (C) amend, modify or waive any of the material terms or rights set forth in any Acquiror Public Warrant or the Acquiror Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein;

(viii) (A) fail to maintain its existence or (B) adopt or enter into a plan of complete or partial liquidation or dissolution;

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

(x) engage in any new line of business; or

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

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

Section 7.6. Post-Closing Directors and Officers of Acquiror. Subject to the terms of Acquiror's Governing Documents, Acquiror shall take all such actions within its power as may be necessary or appropriate such that immediately following the Effective Time (a) the Board of Directors of Acquiror shall be as set forth in Section 7.6 of the Company Disclosure Letter and (b) the initial officers of Acquiror shall be as set forth on Section 2.8(b) of the Company Disclosure Letter. The parties agree that the Board of Directors of Acquiror shall (A) include one director to be designated by the Sponsor and consented to by the Company (which consent shall not be unreasonably withheld, conditioned or delayed) and (B) have a majority of "independent" directors for the purposes of Nasdaq.

Section 7.7. Indemnification and Insurance.

(a) From and after the Effective Time, Acquiror agrees that it shall indemnify and hold harmless each present and former director and officer of the (x) Company and each of its Subsidiaries (in each case, solely to the extent acting in their capacity as such and to the extent such activities are related to the business of the Company being acquired under this Agreement) (the "Company Indemnified Parties") and (y) Acquiror and each of its Subsidiaries (together with the Company Indemnified Parties, the "D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Legal Proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and its respective Governing Documents in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, Acquiror shall, and shall cause its Subsidiaries to (i) maintain for a period of not less than six (6) years from the Effective Time provisions in their respective Governing Documents concerning the indemnification and exculpation (including provisions relating to expense advancement) of Acquiror's and its Subsidiaries' former and current officers, directors and employees that are no less favorable to those Persons than the provisions of the Governing Documents of the Company, Acquiror or their respective Subsidiaries, as applicable, in each case, as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Acquiror shall assume, and be liable for, each of the covenants in this Section 7.7.

(b) Acquiror shall cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a related six (6)-year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims for acts, omissions, facts or events existing or occurring at or prior to the Effective Time.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.7 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Acquiror and all successors and assigns of Acquiror. In the event that Acquiror or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Acquiror shall ensure that proper provision shall be made so that the successors and assigns of Acquiror shall succeed to the obligations set forth in this Section 7.7.

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

Section 7.8. Acquiror Public Filings. From the date hereof through the Effective Time, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all respects with its reporting obligations under applicable Laws, except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the Acquiror to consummate the transactions contemplated by this Agreement or otherwise would or would reasonably be expected to result in material liability to the Acquiror or its Subsidiaries, including the Company, following the Effective Time.

Section 7.9. PIPE Subscriptions. Unless otherwise approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed), and except for any of the following actions that would not increase conditionality or impose any new obligation on the Company or Acquiror, reduce the subscription amount under any Subscription Agreement or reduce or impair the rights of Acquiror under any

Subscription Agreement, Acquiror shall not permit any amendment or modification to be made to, any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Subscription Agreements, in each case, other than any assignment or transfer contemplated therein or expressly permitted thereby (without any further amendment, modification or waiver to such assignment or transfer provision); provided, that, in the case of any such assignment or transfer, the initial party to such Subscription Agreement remains bound by its obligations with respect thereto in the event that the transferee or assignee, as applicable, does not comply with its obligations to consummate the purchase of shares of Domesticated Acquiror Class A Common Stock contemplated thereby. Subject to the immediately preceding sentence and in the event that all conditions in the Subscription Agreements have been satisfied, Acquiror shall use its reasonable best efforts to take, or to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to (or as directed by) Acquiror the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. The parties also acknowledge that Acquiror and the Company may mutually agree, following the execution of this Agreement and prior to the Closing, that Acquiror should execute subscription agreements substantially in the form of the Subscription Agreement with certain other potential counterparties, but that no such actions, or any negotiations with potential counterparties respect thereto, shall be undertaken without such mutual agreement.

Section 7.10. Shareholder and Other Litigation. In the event that any litigation related to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby is brought, or, to the knowledge of Acquiror, threatened in writing, against Acquiror or the Board of Directors of Acquiror by any of Acquiror's shareholders prior to the Closing (any such litigation, "Shareholder Litigation"), Acquiror shall promptly notify the Company of any Shareholder Litigation and keep the Company reasonably informed with respect to the status thereof. Acquiror shall provide the Company the opportunity to participate in (subject to a customary joint defense agreement) the defense of any Shareholder Litigation, shall reasonably consider the Company's advice with respect to such litigation. During the Interim Period, Acquiror shall not settle any Shareholder Litigation or other litigation brought against Acquiror or its Subsidiaries if and to the extent all such settlement payments exceed $1,000,000 in the aggregate (provided that any settlement permitted shall not impose any obligations on the Company or the Acquiror other than the payment of monetary damages and shall not include any admission of fault) without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

## ARTICLE VIII

## JOINT COVENANTS

Section 8.1. HSR Act; Other Filings.

(a) In connection with the transactions contemplated hereby, each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) comply promptly but in no event later than ten (10) Business Days after the date hereof with the notification and reporting requirements of the HSR Act. Each of the Company and Acquiror shall substantially comply with any Antitrust Information or Document Requests.

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

(c) Each of the Company and Acquiror shall cooperate in good faith with Governmental Authorities and undertake promptly any and all action required to complete lawfully the transactions contemplated hereby as soon as practicable (but in any event prior to the Agreement End Date) and any and all action necessary or advisable to avoid, prevent, eliminate or remove the actual or threatened commencement of any proceeding in any forum by or on behalf of any Governmental Authority or the issuance of any Governmental Order that would delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Merger, including, with the Company's prior written consent (which consent shall not be unreasonably withheld, conditioned, delayed or denied), (i) proffering and consenting and/or agreeing to a Governmental Order or other agreement providing for (A) the sale, licensing or other disposition, or the holding separate, of particular assets, categories of assets or lines of business of the Company or Acquiror or (B) the termination, amendment or assignment of existing relationships and contractual rights and obligations of the Company or Acquiror and (ii) promptly effecting the disposition, licensing or holding separate of assets or lines of business or the termination, amendment or assignment of existing relationships and contractual rights, in each case, at such time as may be necessary to permit the lawful consummation of the transactions contemplated hereby on or prior to the Agreement End Date.

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

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

(a) Registration Statement and Prospectus.

(i) As promptly as practicable after the execution of this Agreement, (x) Acquiror and the Company shall jointly prepare and Acquiror shall file with the SEC, mutually acceptable materials which shall include the proxy statement to be filed with the SEC as part of the Registration Statement and sent to the holders of Acquiror Ordinary Shares relating to the Acquiror Shareholders' Meeting (such proxy statement, together with any amendments or supplements thereto, the "Proxy Statement"), and (y) Acquiror shall prepare (with the Company's reasonable cooperation (including causing its Subsidiaries and representatives to cooperate)) and file with the SEC the Registration Statement, in which the Proxy Statement will be included as a prospectus (the "Proxy Statement/Registration Statement"), in connection with the registration under the Securities Act of (A) the shares of Domesticated Acquiror Class A Common

Stock and Domesticated Acquiror Warrants to be issued in exchange for the issued and outstanding Acquiror Class A Ordinary Shares, Cayman Acquiror Warrants and Cayman Acquiror Units comprising such in the Domestication, (B) the shares of Domesticated Acquiror Class A Common Stock that constitute the Aggregate Merger Consideration to be received by the equityholders of the Company (other than certain equity securities issuable under the Incentive Award Plan that are based on Domesticated Acquiror Class A Common Stock and constitute a portion of the Aggregate Merger Consideration, which shall instead be registered by Acquiror pursuant to an effective registration statement on Form S-8 (or other applicable form, including Form S-1 or Form S-3) in accordance with Section 7.1(a)) and (C) the shares of Domesticated Acquiror Class A Common Stock issuable upon the exercise of the Domesticated Acquiror Warrants to be issued in exchange for the issued and outstanding Cayman Acquiror Warrants (collectively, the "Registration Statement Securities"). Each of Acquiror and the Company shall use its reasonable best efforts to cause the Proxy Statement/Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Acquiror also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated hereby, and the Company shall furnish all information concerning the Company, its Subsidiaries and any of their respective members or stockholders as may be reasonably requested in connection with any such action. Each of Acquiror and the Company agrees to furnish to the other party all information concerning itself, its Subsidiaries, officers, directors, managers, shareholders, stockholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Proxy Statement/Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement (the "Super 8-K"), or any other statement, filing, notice or application made by or on behalf of Acquiror, the Company or their respective Subsidiaries to any regulatory authority (including Nasdaq) in connection with the Merger and the other transactions contemplated hereby (the "Offer Documents"). Acquiror will cause the Proxy Statement/Registration Statement to be mailed to the Acquiror Shareholders in each case promptly after the Registration Statement is declared effective under the Securities Act.

(ii) To the extent not prohibited by Law, Acquiror will advise the Company, reasonably promptly after Acquiror receives notice thereof, of the time when the Proxy Statement/Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Acquiror Class A Ordinary Shares for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Proxy Statement/Registration Statement or for additional information. To the extent not prohibited by Law, the Company and their counsel shall be given a reasonable opportunity to review and comment on the Proxy Statement/Registration Statement and any Offer Document each time before any such document is filed with the SEC, and Acquiror shall give reasonable and good faith consideration to any comments made by the Company and its counsel. To the extent not prohibited by Law, Acquiror shall provide the Company and their counsel with (A) any comments or other communications, whether written or oral, that Acquiror or its counsel may receive from time to time from the SEC or its staff with respect to the Proxy Statement/Registration Statement or Offer Documents promptly after receipt of those comments or other communications and (B) a reasonable opportunity to participate in the response of Acquiror to those comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with the Company or its counsel in any discussions or meetings with the SEC.

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

(B) the Proxy Statement will, at the date it is first mailed to the holders of Acquiror Ordinary Shares and at the time of the Acquiror Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

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

(b) Acquiror Shareholder Approval.

(i) Acquiror shall (x) as promptly as practicable after the Registration Statement is declared effective under the Securities Act, (A) cause the Proxy Statement to be disseminated to the holders of Acquiror Ordinary Shares in compliance with applicable Law, (B) solely with respect to the Transaction Proposals, duly (1) give notice of and (2) convene and hold a general meeting (the "Acquiror Shareholders' Meeting") in accordance with Acquiror's Governing Documents and Section 5620 of the Nasdaq listing rules, for a date no later than thirty (30) Business Days following the date the Registration Statement is declared effective, and (C) solicit proxies from the holders of Acquiror Ordinary Shares to vote in favor of each of the Transaction Proposals, and (y) provide its shareholders with the opportunity to elect to effect an Acquiror Share Redemption.

(ii) Acquiror shall, through its Board of Directors, (x) recommend to its shareholders the (A) approval of the change in the jurisdiction of incorporation of Acquiror to the State of Delaware, (B) approval of the change of Acquiror's name to "Aurora Innovation, Inc.", (C) amendment and restatement of Acquiror's Governing Documents, in the form attached as Exhibits A and B to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company) (as may be subsequently amended by mutual written agreement of the Company and Acquiror at any time before the effectiveness of the Registration Statement) in connection with the Domestication, including any separate or unbundled proposals as are required to implement the foregoing, (D) adoption and approval of this Agreement and the Merger in accordance with applicable Law and exchange rules and regulations, (E) approval of the issuance of Domesticated Acquiror Class A Common Stock, Domesticated Acquiror Class B Common Stock and Domesticated Acquiror Warrants in connection with the Domestication, Merger and PIPE Investment, (F) approval of the adoption by Acquiror of the Incentive Award Plan and associated forms of award agreements described in Section 7.1, (G) election of directors effective as of the Closing as contemplated by Section 7.6, (H) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto, (I) adoption and approval of any other proposals as reasonably agreed by Acquiror and the Company to be necessary or appropriate in connection with the transactions contemplated hereby, and (J) adjournment of the Acquiror Shareholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (A) through (J), together, the "Transaction Proposals"), and (y) include such recommendation in the Proxy Statement. The Board of Directors of Acquiror shall not withdraw, amend, qualify or modify its recommendation to the shareholders of Acquiror that they vote in favor of the Transaction Proposals (together with any withdrawal, amendment, qualification or modification of its recommendation to the shareholders of Acquiror described in the Recitals hereto, a "Modification in Recommendation").

(iii) To the fullest extent permitted by applicable Law, (x) Acquiror's obligations to establish a record date for, duly call, give notice of, convene and hold the Acquiror Shareholders' Meeting shall not be

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

(c) Company Equityholder Approval.

(i) Upon the terms set forth in this Agreement, the Company shall (A) use its reasonable best efforts to solicit and obtain the Company Equityholder Approval in the form of an irrevocable written consent (the "Written Consent") of each of the Requisite Company Equityholders (pursuant to the Company Holders Support Agreement) promptly following the time at which the Registration Statement shall have been declared effective under the Securities Act, or (B) in the event the Company is not able to obtain the Written Consent, duly convene a meeting of the equityholders of the Company for the purpose of voting solely upon the matters covered by the Company Equityholder Approval, as soon as reasonably practicable after the Registration Statement is declared effective. The Company shall use its reasonable best efforts to obtain the Company Equityholder Approval at such meeting of the equityholders of the Company and shall use its reasonable best efforts to take all other action necessary or advisable to secure the Company Equityholder Approval as soon as reasonably practicable after the Registration Statement is declared effective.

(ii) As promptly as practicable following the execution and delivery of the Written Consent, the Company shall prepare and distribute to the equityholders of the Company who has not executed and delivered the Written Consent a notice of action by written consent and appraisal rights as required by Sections 228 and 262 of the DGCL and Section 1301 of the CCC, as well as any additional information required by applicable Law or the Governing Documents of the Company (the "Stockholder Notice"). Acquiror shall be provided with a reasonable opportunity to review and comment on the Stockholder Notice and shall cooperate with the Company in the preparation of the Stockholder Notice and promptly provide all reasonable information regarding Acquiror and Merger Sub reasonably requested by the Company.

Section 8.3. Support of Transaction. Without limiting any covenant contained in Article VI, or Article VII, Acquiror and the Company shall each, and each shall cause its Subsidiaries to (a) use reasonable best efforts to obtain as soon as practicable all material consents and approvals of third parties (including any Governmental Authority) that any of Acquiror, or the Company or their respective Affiliates are required to obtain in order to consummate the Merger, and (b) take such other action as soon as practicable as may be reasonably necessary or as another party hereto may reasonably request to satisfy the conditions to the obligations of the other parties set forth in Article IX or otherwise to comply with this Agreement and to consummate the transactions contemplated hereby as soon as practicable and in accordance with all applicable Law. Notwithstanding anything to the contrary contained herein, no action taken by the Company under this Section 8.3 will constitute a breach of Section 6.1.

Section 8.4. Cooperation; Consultation.

(a) Prior to Closing, each of the Company and Acquiror shall, and each of them shall cause its respective Subsidiaries and Affiliates (as applicable) and its and their officers, directors, managers, employees, consultants, counsel, accounts, agents and other representatives to, reasonably cooperate in a timely manner in connection with the PIPE Investment or any other financing arrangement the parties may mutually agree to seek in connection with the transactions contemplated by this Agreement (it being understood and agreed that the consummation of any such financing by the Company or Acquiror shall be subject to the parties' mutual agreement), including (if mutually agreed by the parties) (i) by providing such information and assistance as the other party may reasonably request (including the Company providing such financial statements and other financial data relating to the Company and its Subsidiaries as would be required (x) if Acquiror were filing a general form for registration of securities under Form 10 following the consummation of the transactions contemplated hereby and (y) for a registration statement on Form S-1 for the resale of the securities issued in the PIPE Investment following the Closing), (ii) granting such access to the other party and its representatives as may be reasonably necessary for their due diligence, and (iii) participating in a reasonable number of meetings, presentations, road shows, drafting sessions and due diligence sessions with respect to such financing efforts (including direct contact between senior management and other representatives of the Company and its Subsidiaries at reasonable times and locations). All such cooperation, assistance and access shall be granted during normal business hours and shall be granted under conditions that shall not unreasonably interfere with the business and operations of the Company, Acquiror, or their respective auditors.

(b) From the date of the announcement of this Agreement or the transactions contemplated hereby (pursuant to any applicable public communication made in compliance with Section 11.12), until the Closing Date, Acquiror and the Company shall use their reasonable best efforts to, and shall instruct their respective financial advisors to, keep each other and each other's financial advisors reasonably informed with respect to the PIPE Investment and any transfer of the Acquiror Ordinary Shares during such period, including by (i) providing regular updates and (ii) consulting and cooperating with, and considering in good faith any feedback from, each other and each other's financial advisors with respect to such matters.

(c) Each of Acquiror and Company shall use their reasonable best efforts to cause (A) the total fees of the financial advisors of Acquiror in connection with the transactions contemplated hereby (including the consummation of the Merger and the PIPE Investment) for their professional services to Acquiror, inclusive of the Deferred Discount payable to the Underwriters, not to exceed $34,212,500, and (B) the total fees of the financial advisor of the Company in connection with the transactions contemplated hereby for its professional services to the Company not to exceed $34,212,500.

Section 8.5. Section 16 Matters. Prior to the Effective Time, each of the Company and Acquiror shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any acquisitions or dispositions of shares of the Company Capital Stock or Acquiror Ordinary Shares or shares of Domesticated Acquiror Common Stock (including, in each case, securities deliverable upon exercise, vesting or settlement of any derivative securities) resulting from the transactions contemplated hereby by each individual who is or may become subject to the reporting requirements of Section 16(a) of the Exchange Act in connection with the transactions contemplated hereby to be exempt under Rule 16b-3 promulgated under the Exchange Act.

## ARTICLE IX

## CONDITIONS TO OBLIGATIONS

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

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

(b) The Company Equityholder Approval shall have been obtained;

(c) The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn;

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

(e) There shall not be in force any Governmental Order enjoining or prohibiting the consummation of the Merger or any Law that makes the consummation of the Merger illegal or otherwise prohibited; provided, that the Governmental Authority issuing such Governmental Order has jurisdiction over the parties hereto with respect to the transactions contemplated hereby;

(f) Acquiror shall have at least $5,000,001 of net tangible assets (as determined in accordance withRule 3a51-1(g)(1) of the Exchange Act); and

(g) The shares of Domesticated Acquiror Class A Common Stock to be issued in connection with the Merger shall have been approved for listing on Nasdaq.

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

(a) (i) Each of the Company Fundamental Representations shall be true and correct in all material respects, in each case as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement or the Ancillary Agreements, and (ii) each of the representations and warranties of the Company contained in this Agreement other than the Company Fundamental Representations (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect and Company Material Adverse Effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect;

(b) Each of the covenants of the Company to be performed as of or prior to the Closing shall have been performed in all material respects;

(c) There shall not have occurred a Company Material Adverse Effect after the date of this Agreement that is continuing; and

(d) The Pre-Closing Restructuring shall have been completed as provided in Section 2.2 and a copy of the A&R Company Charter, duly approved and adopted by the Board of Directors of the Company and its equityholders and filed with the Secretary of State of Delaware, shall have been delivered to Acquiror.

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

(a) (i) Each of the representations and warranties of Acquiror contained in this Agreement (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, except for, in each case, (x) inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Acquiror's ability to consummate the transactions contemplated by this Agreement and (y) changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement or the Ancillary Agreements;

(b) Each of the covenants of Acquiror to be performed as of or prior to the Closing shall have been performed in all material respects;

(c) The Domestication shall have been completed as provided in Section 2.1 and each of (i) time-stamped copies of the certificate of domestication related to the Domestication and the Pubco Charter, each filed with the Secretary of State of Delaware and (ii) a certificate of de-registration from the Cayman Registrar in relation thereto shall have been delivered to the Company;

(d) (i) The amount of cash available in the Trust Account following the Acquiror Shareholders' Meeting (after deducting the amount required to satisfy the Acquiror Share Redemption Amount and payment of (x) any deferred underwriting commissions being held in the Trust Account and (y) any Company Transaction Expenses or Acquiror Transaction Expenses, as contemplated by Section 11.6) *plus* (ii) the PIPE Investment Amount actually received by Acquiror prior to or substantially concurrently with the Closing (the sum of (i) and (ii), the "Available Acquiror Cash"), is equal to or greater than $1,500,000,000; and

(e) The aggregate dollar value of Acquiror Class A Ordinary Shares that (i) are elected to be redeemed by the holders thereof in accordance with the procedures and by the deadline set forth in the Proxy Statement/Registration Statement and (ii) Acquiror is obligated to redeem pursuant to its Governing Documents, shall not have exceeded $500,000,000.

## ARTICLE X

## TERMINATION/EFFECTIVENESS

Section 10.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned:

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

(b) by the Company or Acquiror if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which has become final and nonappealable and has

the effect of making consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger or if there shall be adopted any Law that permanently makes consummation of the Merger illegal or otherwise prohibited;

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

(d) by the Company if there has been a Modification in Recommendation;

(e) by written notice to the Company from Acquiror if (i) there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company through the exercise of its reasonable best efforts, then, for a period of up to thirty (30) days after receipt by the Company of notice from Acquiror of such breach, but only as long as the Company continues to use its respective reasonable best efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period, or (ii) the Closing has not occurred on or before the date that is one hundred and eighty (180) days after the date of this Agreement (the "Agreement End Date"), unless Acquiror is in material breach hereof; provided, that if, as of the Agreement End Date, all other conditions to Closing set forth in Article IX, other than any or all of the conditions to Closing set forth in Section 9.1(a), Section 9.1(d) or Section 9.1(g) are satisfied (and other than those conditions which, by their terms, are incapable of being satisfied before the Closing), then the Agreement End Date will be deemed automatically extended without any further action by any party until the ninetieth (90th) day following the Agreement End Date;

(f) by Acquiror if the Company Equityholder Approval shall not have been obtained five (5) Business Days after the Registration Statement has been declared effective by the SEC; provided, however, that the termination rights under this paragraph shall expire and Acquiror shall not be entitled to terminate this Agreement pursuant to this paragraph following such time as the Company Equityholder Approval has been obtained and delivered to Acquiror; or

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

Section 10.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or stockholders, except that the provisions of this Section 10.2 and Article XI and the Confidentiality Agreement shall survive any termination of this Agreement; provided that nothing shall relieve any party hereto of any liability of such party, as the case may be, for fraud or any willful breach of this Agreement committed by such party occurring prior to such termination.

## ARTICLE XI

## MISCELLANEOUS

Section 11.1. Trust Account Waiver. The Company acknowledges that Acquiror is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated March 15, 2021 (the "Prospectus") available at www.sec.gov, substantially all of Acquiror's assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in the trust account for the benefit of Acquiror, certain of its public stockholders and the underwriters of Acquiror's initial public offering (the "Trust Account"). The Company acknowledges that it has been advised by Acquiror that, except with respect to interest earned on the funds held in the Trust Account that may be released to Acquiror to pay its franchise Tax, income Tax and similar obligations, the Trust Agreement provides that cash in the Trust Account may be disbursed only (i) if Acquiror completes the transactions which constitute a Business Combination, then to those Persons and in such amounts as described in the Prospectus; (ii) if Acquiror fails to complete a Business Combination within the allotted time period and liquidates, subject to the terms of the Trust Agreement, to Acquiror in limited amounts to permit Acquiror to pay the costs and expenses of its liquidation and dissolution, and then to Acquiror's public stockholders; and (iii) if Acquiror holds a shareholder vote to amend Acquiror's amended and restated memorandum and articles of association to modify the substance or timing of the obligation to redeem 100% of Acquiror Ordinary Shares if Acquiror fails to complete a Business Combination within the allotted time period, then for the redemption of any Acquiror Ordinary Shares properly tendered in connection with such vote. For and in consideration of Acquiror entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, Contracts or agreements with Acquiror; provided, that (x) nothing herein shall serve to limit or prohibit the Company's right to pursue a claim against Acquiror for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief in connection with the consummation of the transactions (including a claim for Acquiror to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Acquiror Share Redemptions) to the Company in accordance with the terms of this Agreement and the Trust Agreement) so long as such claim would not affect Acquiror's ability to fulfill its obligation to effectuate the Acquiror Share Redemptions, or for fraud and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future against Acquiror's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds).

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

Section 11.3. Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered

by email (in each case in this clause (iv), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

(a) If to Acquiror or Merger Sub prior to the Closing, or to Acquiror after the Effective Time, to:

Reinvent Technology Partners Y
215 Park Avenue, Floor 11
New York, NY 10003
Attention: Secretary
Email: contact@reinventtechnologypartners.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

(b) If to the Company prior to the Closing, or to the Surviving Corporation after the Effective Time, to:

Aurora Innovation, Inc.
280 N. Bernardo Ave.
Mountain View, CA 94043
Attention: Legal
Email: legal#@aurora.tech
with copies to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road

Palo Alto, California 94304
Attention: Damien Weiss
Ethan Lutske
Email: dweiss@wsgr.com
elutske@wsgr.com

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

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

Section 11.5. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement; provided, however, that the D&O Indemnified Parties are intended third-party beneficiaries of, and my enforce, Section 7.7, and (b) the D&O Indemnified Parties and the past, present and future directors, managers, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.16.

Section 11.6. Expenses. Except as otherwise set forth in this Agreement, each party hereto shall be responsible for and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of its legal counsel, financial advisers and accountants. If the Closing shall not occur, the Company shall be responsible for the Company Transaction Expenses, and Acquiror shall be responsible for the Acquiror Transaction Expenses. If the Closing shall occur, Acquiror shall (a) pay or cause to be paid, the Company Transaction Expenses, and (b) pay or cause to be paid, the Acquiror Transaction Expenses, in each of case (a) and (b), in accordance with Section 2.6(c). For the avoidance of doubt, any payments to be made (or to cause to be made) by Acquiror pursuant to this Section 11.6 shall be paid upon consummation of the Merger and release of proceeds from the Trust Account.

Section 11.7. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

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

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

Section 11.10. Entire Agreement. (a) This Agreement (together with the Company Disclosure Letter and the Acquiror Disclosure Letter), (b) the Sponsor Support Agreement, (c) the Company Holders Support Agreement, (d) the Confidentiality Agreement, dated as of March 18, 2021, between Acquiror and the Company (the "Confidentiality Agreement"), (e) the Sponsor Agreement and (f) when entered into at the Closing, the Registration Rights Agreement (clauses (b) through (f), collectively, the "Ancillary Agreements") constitute the entire agreement among the parties to this Agreement relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated hereby exist between such parties except as expressly set forth in this Agreement and the Ancillary Agreements.

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

Section 11.12. Publicity.

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

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

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

Section 11.14. Jurisdiction; Waiver of Jury Trial.

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

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

Section 11.15. Enforcement. The parties hereto agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent any breach, or threatened breach, of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In

the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

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

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

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

Section 11.17. Non-Survival of Representations, Warranties and Covenants. Except (x) as otherwise contemplated by Section 10.2 or (y) in the case of claims against a Person in respect of such Person's actual fraud, none of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

Section 11.18. Conflicts and Privilege.

(a) Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), hereby agree that, in the event a dispute between any of the parties with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the Sponsor, the stockholders or holders of other equity interests of Acquiror or of the Sponsor, any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation), and/or any of the directors, board observers or members of management of Acquiror prior to the Closing (collectively, the "Reinvent Group"), on the one hand, and (y) the Surviving Corporation and/or any member of the Aurora Group, on the other hand, any legal counsel, including Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), that represented Acquiror and/or the Sponsor prior to the Closing may represent the Sponsor and/or any other member of the Reinvent Group, in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation and/or the Sponsor. Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among Acquiror, the Sponsor and/or any other member of the Reinvent Group, on the one hand, and any of their legal advisors, including Skadden, on the other hand (the "Reinvent Privileged Communications"), the attorney/client privilege and the expectation of client

confidence shall survive the Merger and belong to the Reinvent Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with Acquiror or the Sponsor under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation. Subject to the items set forth on Section 11.18 of the Company Disclosure Schedules, Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person other than a member of the Reinvent Group may use or rely on any of the Reinvent Privileged Communications, whether located in the records or email server of the Acquiror, Surviving Corporation or their respective Subsidiaries, in any Action involving any of the parties in opposition to each other after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Reinvent Privileged Communications, by virtue of the Merger.

(b) Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), hereby agree that, in the event a dispute between any of the parties with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the stockholders or holders of other equity interests of the Company and any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "Aurora Group"), on the one hand, and (y) the Surviving Corporation and/or any member of the Reinvent Group, on the other hand, any legal counsel, including Wilson Sonsini Goodrich & Rosati ("WSGR") that represented the Company prior to the Closing may represent any member of the Aurora Group in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror and/or the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among the Company and/or any member of the Aurora Group, on the one hand, and any of their legal advsiors, including WSGR, on the other hand (the "Aurora Privileged Communications"), the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Aurora Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by Acquiror prior to the Closing with the Company under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person other than a member of the Aurora Group may use or rely on any of the Aurora Privileged Communications, whether located in the records or email server of the Acquiror, Surviving Corporation or their respective Subsidiaries, in any Action involving any of the parties in opposition to each other after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Aurora Privileged Communications, by virtue of the Merger.

[Remainder of page intentionally left blank]

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

REINVENT TECHNOLOGY PARTNERS Y

By: /s/ Michael Thompson
Name: Michael Thompson
Title: Chief Executive Officer, Chief Financial Officer and Director

RTPY MERGER SUB INC.

By: /s/ Michael Thompson
Name: Michael Thompson
Title: Chief Executive Officer

AURORA INNOVATION, INC.

By: /s/ Chris Urmson
Name: Chris Urmson
Title: Chief Executive Officer

**Exhibit 10.1**

**SUBSCRIPTION AGREEMENT**

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into on July 13, 2021, by and between Reinvent Technology Partners Y, a Cayman Islands exempted company ("Issuer"), and the undersigned subscriber (the "Investor").

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

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

WHEREAS, in connection with the Transaction, Issuer is seeking commitments from interested investors to purchase, following the Domestication and prior to or substantially concurrently with the closing of the Transaction, shares of Issuer's Class A common stock, par value $0.0001 per share (the "Shares"), in a private placement for a purchase price of $10.00 per share (the "Per Share Subscription Price");

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

WHEREAS, substantially concurrently with the execution of this Subscription Agreement, Issuer is entering into: (a) a separate subscription agreement with Reinvent Technology SPV II LLC (the "Insider PIPE Investor" and, such investment, the "Insider PIPE Investment"); and (b) separate subscription agreements with certain investors (other than the Insider PIPE Investor, the "Other Investors," and such other subscription agreements, the "Other Subscription Agreements") with an aggregate purchase price of $1.0 billion (inclusive of the Subscription Amount) (together with the Insider PIPE Investment, the "PIPE Investment").

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

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

2. Closing. The closing of the sale of the Shares contemplated hereby (the "Closing") shall occur following the Domestication on a closing date (the "Closing Date") specified in the Closing Notice (as defined below), and the Closing shall be conditioned upon the prior or substantially concurrent consummation of the Transaction (the

closing date of the Transaction, the "Transaction Closing Date"). Upon delivery of written notice from (or on behalf of) Issuer to the Investor (the "Closing Notice"), that Issuer reasonably expects all conditions to the closing of the Transaction to be satisfied or waived on an expected Transaction Closing Date that is not less than five (5) business days from the date on which the Closing Notice is delivered to the Investor and containing the wire instructions for delivery of the Subscription Amount to the Issuer, the Investor shall deliver the Subscription Amount two (2) business days prior to the expected Closing Date by wire transfer of U.S. dollars in immediately available funds to the account(s) specified by Issuer in the Closing Notice. On the Closing Date, Issuer shall issue the Shares to the Investor, free and clear of any liens or other restrictions (other than those arising under applicable securities laws) and subsequently cause the Shares to be registered in book entry form in the name of the Investor (or its nominee in accordance with its delivery instructions) on Issuer's share register and, upon the Investor's request, will provide to the Investor following the Closing, evidence of such issuance from Issuer's transfer agent. For purposes of this Subscription Agreement, "business day" shall mean a day, other than a Saturday, Sunday or other day on which commercial banks in New York, New York or governmental authorities in the Cayman Islands (for so long as Issuer remains domiciled in Cayman Islands) are authorized or required by law to close. Prior to or at the Closing, the Investor shall deliver to Issuer a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8. In the event the Transaction Closing Date does not occur within two (2) business days after the Closing Date under this Subscription Agreement, the Subscription Amount will promptly (but not later than two (2) business days thereafter) be returned to the Investor by wire transfer of U.S. dollars in immediately available funds to the account specified by the Investor, and any book-entries for the Shares shall be deemed repurchased and cancelled; provided that, unless this Subscription Agreement has been terminated pursuant to Section 9 hereof, such return of funds shall not terminate this Subscription Agreement and the Investor shall remain obligated (i) to redeliver funds to Issuer following Issuer's delivery to the Investor of a new Closing Notice in accordance with the provisions of the second sentence of this Section 2, and (ii) to consummate the Closing immediately prior to or substantially concurrently with the consummation of the Transaction.

3. Closing Conditions. The obligation of the parties hereto to consummate the purchase and sale of the Shares pursuant to this Subscription Agreement is subject to the following conditions:

(a) no applicable governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise restraining or prohibiting consummation of the transactions contemplated hereby;

(b) all conditions precedent to the closing of the Transaction set forth in the Transaction Agreement shall have been satisfied or waived by the party who is the beneficiary of such condition(s) in the Transaction Agreement (for the avoidance of doubt, a waiver of the following conditions precedent in the Transaction Agreement shall not be a condition to the Investors obligations hereunder (A) those conditions that by their nature may only be satisfied at the closing of the Transaction, but subject to the satisfaction of such conditions as of the closing of the Transaction and (B) the conditions pursuant to Section 9.3(d) and Section 9.3(e) of the Transaction Agreement); and

(c) solely with respect to Issuer's obligation to close:

(i) the representations and warranties made by the Investor in this Subscription Agreement shall be true and correct as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct as of such date) except for inaccuracies or the failure of such representations and warranties to be true and correct that (without giving effect to any limitation as to "materiality" or "Investor Material Adverse Effect" (as defined below) or another similar materiality qualification set forth herein), individually or in the aggregate, would not reasonably be expected to have an Investor Material Adverse Effect; and

(ii) Investor shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing.

(d) solely with respect to the Investor's obligation to close:

(i) the representations and warranties made by Issuer in this Subscription Agreement shall: (i) in the case of the representations and warranties in Section 5(b) and Section 5(c) be true and correct in all material respects as of the Closing Date and (ii) in the case of all other representations and warranties be true and correct as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct as of such date) except in the case of this clause (ii) for inaccuracies or the failure of such representations and warranties to be true and correct that (without giving effect to any limitation as to "materiality" or "Issuer Material Adverse Effect" (as defined below) or another similar materiality qualification set forth herein), individually or in the aggregate, would not reasonably be expected to have an Issuer Material Adverse Effect;

(ii) the Issuer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing;

(iii) no suspension of the qualification of the Shares for offering or sale or trading in any jurisdiction by the Nasdaq Stock Market LLC ("Nasdaq") or the United States Securities and Exchange Commission (the 'SEC") shall have occurred, and no initiation or threatening of any proceedings by Nasdaq for any of such purposes shall have occurred, and the Shares subscribed for hereunder shall have been approved for listing on Nasdaq, subject to official notice of issuance; and

(iv) except to the extent consented to in writing by Investor, the terms of the Transaction Agreement (as the same exists as of the date of this Subscription Agreement) (other the conditions pursuant to Section 9.3(d) and Section 9.3(e) of the Transaction Agreement) shall not have been amended or waived in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Investor would reasonably expect to receive under this Subscription Agreement.

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

5. Issuer Representations and Warranties. Issuer represents and warrants to the Investor that:

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

(b) The Shares will be duly authorized and, when issued and delivered to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid, free and clear of all liens or other encumbrances (other than those arising under applicable securities laws) and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under Issuer's organizational documents (as in effect at such time of issuance) or under the Delaware General Corporation Law or the laws of the Cayman Islands, if applicable.

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

(d) Assuming the accuracy of the Investor's representations and warranties in Section 6, the execution, delivery and performance of this Subscription Agreement, including the issuance and sale by Issuer of the Shares pursuant to this Subscription Agreement will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Issuer or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Issuer or any of its subsidiaries is a party or by which Issuer or any of its subsidiaries is bound or to which any of the property or assets of Issuer is subject that would reasonably be expected to have a material adverse effect on the business, financial condition, or results of operations of the Issuer and its subsidiaries, taken as a whole (an "Issuer Material Adverse Effect") or a material effect on the validity of the Shares or the legal authority of Issuer to comply in all material respects with its obligations under this Subscription Agreement; (ii) result in any violation of the provisions of the organizational documents of Issuer; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Issuer or any of its properties that would reasonably be expected to have an Issuer Material Adverse Effect.

(e) As of their respective filing dates, or, if amended, as of the date of such amendment, which shall be deemed to supersede such original filing, all reports filed by Issuer with the SEC (the "SEC Reports") complied in all material respects with the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC promulgated thereunder as of the date of such filing (as amended, as applicable). None of the SEC Reports filed under the Exchange Act included, when filed or, if amended, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Issuer makes no such representation or warranty with respect to any registration statement or any proxy statement/prospectus to be filed by the Issuer with respect to the Transaction or any other information relating to the Company or any of its affiliates included in any SEC Report or filed as an exhibit thereto. There are no material outstanding or unresolved comments in comment letters received by Issuer from the SEC with respect to any of the SEC Reports. Notwithstanding the foregoing, this representation and warranty shall not apply to any statement or information in the SEC Reports that relates to the topics referenced in the SEC's "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies" on April 12, 2021 or any subsequent guidance, statements or interpretations issued by the SEC or the Staff (collectively, the "SEC Statement"), nor shall any correction, amendment or restatement of Issuer's financial statements due to the SEC Statement or to other accounting matters related to initial public offering securities or expenses, nor any changes in accounting or disclosure related thereto, be deemed to be a breach of any representation or warranty by Issuer.

(f) Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the issuance of the Shares pursuant to this Subscription Agreement, other than (i) filings with the SEC, (ii) in connection with or as a result of the SEC Statement, (iii) filings required by applicable state securities laws, (iv) the filings required in accordance with Section 13 of this Subscription Agreement; (v) those required by the New York Stock Exchange or Nasdaq, as applicable, including with respect to obtaining approval of Issuer's stockholders, and (vi) the failure of which would not be reasonably be expected to have, individually or in the aggregate, an Issuer Material Adverse Effect.

(g) As of the date hereof, the authorized share capital of Issuer consists of 500,000,000 Class A ordinary shares, par value $0.0001 per share ("Class A Shares"), 50,000,000 Class B ordinary shares, par value $0.0001 per share ("Class B Shares"), and 5,000,000 preferred shares, par value $0.0001 per share ("Preferred Shares"). As of the date hereof: (i) 97,750,000 Class A Shares (including those underlying Issuer's units), 24,437,500 Class B Shares and no Preferred Shares were issued and outstanding; and (ii) 21,118,750 warrants, each exercisable to purchase one (1) Class A Share at $11.50 per share ("Warrants"), were issued and outstanding, including 12,218,750 public warrants (including those underlying Issuer's units) and 8,900,000 private placement warrants. No Warrants are exercisable on or prior to the Closing.

(h) There are no securities or instruments issued by or to which Issuer is a party containing anti-dilution or similar provisions that will be triggered, and not fully waived by the holder of such securities or instruments pursuant to a written agreement or consent, by (i) the issuance of the Shares pursuant to this Subscription Agreement, (ii) the issuance of the Shares to be issued pursuant to any Other Subscription Agreement and (iii) the consummation of the Transaction.

(i) Except for such matters as have not had an Issuer Material Adverse Effect, the Issuer is, and has been since its inception, in compliance with all state and federal laws applicable to the conduct of its business. The Issuer is in compliance with all applicable laws, except where such non-compliance would not reasonably be expected to have an Issuer Material Adverse Effect. As of the date hereof, Issuer has not received any written communication from a governmental authority that alleges that Issuer is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, an Issuer Material Adverse Effect. For the avoidance of doubt, this representation and warranty shall not apply to the extent any of the foregoing matters or communications arise from or relate to the SEC Statement and, in such case, such matters or communications shall not constitute a breach of any representation or warranty by Issuer.

(j) Assuming the accuracy of the Investor's representations and warranties set forth inSection 6 of this Subscription Agreement, no registration under the Securities Act of 1933, as amended (the "Securities Act"), is required for the offer and sale of the Shares by Issuer to the Investor.

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

(l) As of the date hereof, the issued and outstanding Class A ordinary shares of Issuer are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq or such other applicable stock exchange on which Issuer's or its successor's common stock is then listed. There is no suit, action, proceeding or investigation pending or, to the knowledge of Issuer, threatened against Issuer by Nasdaq or such other applicable stock exchange on which Issuer's or its successor's common stock is then listed or the SEC with respect to any intention by such entity to deregister the Shares or prohibit or terminate the listing of the Shares on Nasdaq or such other applicable stock exchange on which Issuer's or its successor's common stock is then listed, excluding, for the purposes of clarity, the customary ongoing review by Nasdaq or such other applicable stock exchange on which Issuer's or its successor's common stock is then listed in connection with the Transaction, Issuer has taken no action that is designed to terminate the registration of the Shares under the Exchange Act prior to the Closing.

(m) Except for such matters as have not had and would not reasonably be expected to have an Issuer Material Adverse Effect, there is no (i) suit, action, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of Issuer, threatened in writing against Issuer or (ii) judgment, decree, injunction, ruling or order of any governmental authority or arbitrator outstanding against Issuer. For the avoidance of doubt, this representation and warranty shall not apply to the extent any of the foregoing matters arise from or relate to the SEC Statement and, in such case, such matters shall not constitute a breach of any representation or warranty by Issuer.

(n) Issuer is not under any obligation to pay any broker's fee or commission in connection with the sale of the Shares other than to Goldman Sachs & Co. LLC, any of its affiliates or any of its or their control persons, officers, directors, employees, agents or representatives (collectively, the "Placement Agent"). Issuer has not entered into any agreement or arrangement entitling any agent, broker, investment banker, financial advisor or other person (including the Placement Agent) to any broker's or finder's fee or any other commission or similar fee in connection with the transactions contemplated by this Subscription Agreement for which the Investor could become liable.

(o) The Other Subscription Agreements reflect the same Per Share Subscription Price and other terms with respect to the purchase of the Shares that are not materially more favorable to the investors thereunder than the terms of this Subscription Agreement, other than representations, warranties and terms particular to the regulatory requirements of such investor or its affiliates or related funds. The Other Subscription Agreements have not been amended in any material respect following the date of this Subscription Agreement. For the avoidance of doubt, this Section 5(o) shall not apply to any document entered into in connection with the Insider PIPE Investment; provided, however, that such Insider PIPE Investment shall be with respect to the same class of Shares being acquired by the Investor hereunder and at the same Per Share Subscription Price.

(p) Issuer is not, and immediately after receipt of payment for the Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

6. Investor Representations and Warranties. The Investor represents and warrants to Issuer that:

(a) The Investor (i) is (a) an "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3), or (7) under the Securities Act), in each case, satisfying the applicable requirements set forth on Schedule A, (b) an "Institutional Account" as defined in FINRA Rule 4512(c) and (c) a sophisticated institutional investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including its participation in the Transaction, (ii) is acquiring all of the Shares only for his, her or its own account and not for the account of others, or if the Investor is subscribing for the Shares as a fiduciary or agent for one (1) or more investment accounts, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is acquiring the Shares for investment purposes only and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or the laws of any jurisdiction (and shall provide the requested information set forth on Schedule A). The Investor is not an entity formed for the specific purpose of acquiring the Shares.

(b) The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, that the Shares have not been registered under the Securities Act and that Issuer is not required to register the Shares except as set forth in Section 8 of this Subscription Agreement. The Investor acknowledges and agrees that the Shares may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to Issuer or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act, or (iii) pursuant to Rule 144 under the Securities Act or another applicable exemption from the registration requirements of the Securities Act, and, in each case, in accordance with any applicable securities laws of the states of the United States and other applicable jurisdictions, and that any certificates or book entries representing the Shares shall contain a restrictive legend to such effect. The Investor acknowledges and agrees that the Shares will be subject to these securities law transfer restrictions and, as a result of these transfer restrictions, the Investor may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges and agrees that the Shares will not immediately be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act, and that the provisions of Rule 144(i) under the Securities Act

will apply to the Shares. The Investor acknowledges and agrees that it has been advised to consult legal, tax and accounting advisors prior to making any offer, resale, transfer, pledge or disposition of any of the Shares.

(c) Assuming the accuracy of Issuer's representations and warranties in Section 5, the consummation of the transactions contemplated pursuant to this Subscription Agreement, including the Transaction, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Investor or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Investor or any of its subsidiaries is a party or by which the Investor or any of its subsidiaries is bound or to which any of the property or assets of the Investor is subject that would reasonably be expected to have a material adverse effect on the business, financial condition, or results of operations of the Investor and its subsidiaries, taken as a whole, or on the ability of the Investor to enter into and timely perform its obligations under this Subscription Agreement (an "Investor Material Adverse Effect"); (ii) result in any violation of the provisions of the organizational documents of the Investor; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Investor or any of its properties that would reasonably be expected to have an Investor Material Adverse Effect.

(d) The Investor acknowledges and agrees that the book-entry position representing the Shares will bear or reflect, as applicable, a legend substantially similar to the following (provided that such legend shall be subject to removal in accordance with Section 8(f) hereof):

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT THESE SECURITIES MAY NOT BE OFFERED, RESOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF BY THE HOLDER ABSENT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT EXCEPT (I) TO THE ISSUER OR A SUBSIDIARY THEREOF, (II) TO NON-U.S. PERSONS PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (III) PURSUANT TO ANOTHER APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND THE APPLICABLE LAWS OF ANY OTHER JURISDICTION."

(e) The Investor acknowledges and agrees that the Investor is purchasing the Shares from Issuer. The Investor further acknowledges that there have been no representations, warranties, covenants and agreements made to the Investor by or on behalf of Issuer, the Company, any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements of Issuer expressly set forth in Section 5 of this Subscription Agreement.

(f) The Investor acknowledges and agrees that the Investor has received, reviewed and understood the offering materials made available to it in connection with the Transaction and such information as the Investor deems necessary in order to make an investment decision with respect to the Shares, including, with respect to Issuer, such information regarding the Transaction and the business of the Company and its subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed Issuer's filings with the SEC. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers from the Company directly and obtain such information as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares. The Investor has conducted and completed its own independent due diligence with respect to the Transaction. Based on such information as such Investor

has deemed appropriate and without reliance upon the Placement Agent, such Investor has independently made its own analysis and decision to enter into the Transaction. Except for the representations, warranties and agreements of Issuer expressly set forth in the Subscription Agreement, the Investor is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it may deem appropriate) with respect to the Transaction, the Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Company, including but not limited to all business, legal, regulatory, accounting, credit and tax matters.

(g) The Investor became aware of this offering of the Shares solely by means of direct contact between the Investor and Issuer, the Company or a representative of Issuer or the Company, and the Shares were offered to the Investor solely by direct contact between the Investor and Issuer, the Company or a representative of Issuer or the Company. The Investor did not become aware of this offering of the Shares, nor were the Shares offered to the Investor, by any other means. The Investor acknowledges that the Shares (i) were not offered to it by any form of general solicitation or general advertising and (ii) to its knowledge are not being offered to it in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, Issuer, the Company, the Placement Agent, any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing), other than the representations and warranties of Issuer contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in Issuer.

(h) The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in Issuer's filings with the SEC. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and, without limiting the representations and warranties of the Issuer in Section 5, the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that the Investor shall be responsible for any of the Investor's tax liabilities that may arise as a result of the transactions contemplated by this Subscription Agreement, and that neither Issuer nor the Company has provided any tax advice or any other representation or guarantee regarding the tax consequences of the transactions contemplated by this Subscription Agreement.

(i) Alone, based on its own independent review or with such professional advice as it deems appropriate, the Investor has adequately analyzed and considered the risks of an investment in the Shares and determined that the Shares (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to it, and (iii) are a suitable investment for it. The Investor is able to bear the economic risk of a total loss of the Investor's investment in Issuer. The Investor acknowledges specifically that a possibility of total loss exists.

(j) In making its decision to purchase the Shares, the Investor has relied solely upon independent investigations made by the Investor and the representations and warranties in Section 5. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information provided by or on behalf of Issuer (other than those representations, warranties, covenants and agreements of Issuer expressly set forth in Section 5 of this Subscription Agreement), the Placement Agent or any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing concerning Issuer, the Company, the Transaction, the Transaction Agreement, this Subscription Agreement or the transactions contemplated hereby or thereby, the Shares or the offer and sale of the Shares.

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

(l) The Investor, if not a natural person, has been duly formed or incorporated and is validly existing and is in good standing under the laws of its jurisdiction of formation or incorporation (to the extent such concept

exists in such jurisdiction), with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

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

(n) Neither the Investor nor, if the Investor is not a natural person, any of its officers, directors, managers, managing members, general partners or any other person acting in a similar capacity or carrying out a similar function, is, or for the past five (5) years has been, (i) a person, government, or governmental entity that is the target of economic or financial sanctions requirements, or trade embargoes imposed, administered, or enforced by the U.S. government (including the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations, the European Union or any individual European Union member state, the United Kingdom, or other governmental authority (collectively, "Sanctions"), to the extent applicable, including (A) a person listed on any list of sanctioned persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Department of State, the United Nations, the European Union or any individual European Union member state, the United Kingdom, or other governmental authority, to the extent applicable; (B) a person organized, incorporated, established, located, or resident in Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to comprehensive Sanctions; (C) any person directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (A) and (B); (ii) a Designated National, as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (together with (i) and (ii), a "Prohibited Investor"). The Investor represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that the Investor maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. The Investor also represents that it maintains policies and procedures reasonably designed to ensure compliance with applicable Sanctions, and that for the past five years, the Investor has been in compliance with applicable Sanctions and the BSA/PATRIOT Act, as applicable. The Investor further represents that it has no knowledge or reason to know that the funds held by the Investor and used to purchase the Shares were illegally derived or obtained, directly or indirectly, from a Prohibited Investor, in violation of Sanctions or the BSA/PATRIOT Act. The Investor further represents that for the past five years, the Investor has not (1) received written or other notice of any actual, alleged or apparent violation of applicable Sanctions or the BSA/PATRIOT Act, as applicable, (2) been a party to or the subject of any pending (or to the Investor's knowledge, threatened) civil, criminal or administrative actions, suits, demands, investigations, proceedings, settlements or enforcement actions by or before any governmental authority relating to any actual, alleged or apparent violations of applicable Sanctions or the BSA/PATRIOT Act, as applicable, or (3) made any voluntary disclosure to any governmental authority with respect to any actual, alleged or apparent violation of applicable Sanctions of the BSA/PATRIOT Act, as applicable.

(o) If the Investor is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) a plan, an individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are substantially similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with ERISA Plans, "Plans"), the Investor represents and warrants that (A) it has not relied on Issuer or any of its affiliates for investment advice or has otherwise acted as the Plan's fiduciary, with respect to its decision to acquire and hold the Shares, and none of the parties to the Transaction is or shall at any time be the Plan's fiduciary with respect to any decision in connection with the Investor's investment in the Shares; and (B) its purchase of the Shares will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or any applicable Similar Law.

(p) No disclosure or offering document has been prepared by the Placement Agent or any of its affiliates in connection with the offer and sale of the Shares.

(q) The Placement Agent has not made any independent investigation with respect to Issuer, the Company or its subsidiaries or any of their respective businesses, or the Shares or the accuracy, completeness or adequacy of any information supplied to the Investor by Issuer.

(r) The Investor hereby acknowledges that in connection with the issue and purchase of the Shares, the Placement Agent is acting solely as the Issuer's placement agent and the Placement Agent has not acted and is not acting as an underwriter or in any other capacity and is not and shall not be construed as advisor or fiduciary for the Investor or any other person or entity in connection with the Transaction. The Placement Agent has not made and will not make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the Transaction, and the Placement Agent will not have any responsibility with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the Transaction or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Company or the Transaction.

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

(t) The Investor acknowledges that Issuer continues to review the SEC Statement and its implications, including on the financial statements and other information included in its SEC Reports, and any restatement, revision or other modification of the SEC Reports relating to or arising from such review, any subsequent related agreements or other guidance from the Staff of the SEC with respect to the SEC Statement shall be deemed not material for purposes of this Agreement.

(u) The Investor acknowledges that Issuer has informed the Investor that Reid Hoffman is (1) aco-founder of Issuer, a board observer of Issuer, and a holder of Issuer shares and warrants, (2) a member of the Company's board of directors and (3) an investor in the Company through (i) a personal ownership position, (ii) his position as a partner at Greylock Partners (including, without limitation, as a sponsoring partner of Greylock Partners' investment in the Company) and (iii) through indirect interests in the Company held by a charitable foundation controlled by Reid Hoffman. The Investor also acknowledges that Issuer has informed the Investor that Karen Francis, a member of Issuer's board of directors, is also a member of the board of directors of

TuSimple Holdings Inc., a competitor of the Company. The Investor further acknowledges that Issuer has informed the Investor that certain directors and members of Issuer's management team (including without limitation, Reid Hoffman, Mark Pincus, Michael Thompson, and David Cohen) are affiliated with Reinvent Sponsor Y LLC (the "Sponsor"), the sponsor of Issuer, and with other entities affiliated with the Sponsor that hold interests in the Company. The Investor further acknowledges that Issuer has informed the Investor that certain entities affiliated with the Issuer, the Sponsor, and/or any of the individuals mentioned in this Section 6(u) may subscribe to purchase Shares in the PIPE Investment or may provide support services to Issuer prior to the closing of the Transaction.

7. No Hedging. The Investor hereby agrees that neither it, its controlled affiliates, nor any person or entity acting on its or its controlled affiliates' behalf or pursuant to any understanding with it, shall execute any short sales (as such term is defined in Regulation SHO under the Exchange Act, 17 CFR 242.200) or engage in other hedging transactions of any kind with respect to the Shares during the period from the date of this Subscription Agreement through the Closing (or such earlier termination of this Subscription Agreement). Nothing in this Section 7 shall prohibit (x) any other investment portfolios or departments or groups of Investor that have no knowledge of this Subscription Agreement or of the Investor's participation in this transaction and have not been informed by the Investor of the Transaction (including Investor's controlled affiliates and/or affiliates) from entering into any short sales or engaging in other hedging transactions or (y) any portfolio company or third party investment manager engaged by Investor that may engage in any short sales or hedging transactions on Investor's behalf, if such portfolio company or third party investment manager has not been directed or instructed to engage in short sales or hedging transactions with respect to the Shares by the Investor or any of the persons that are subject to the foregoing.

8. Registration Rights.

(a) Issuer agrees that, within thirty (30) calendar days following the Closing Date (such deadline, the "Filing Deadline"), Issuer will submit to or file with the SEC a registration statement for a shelf registration on Form S-1 or Form S-3 (if Issuer is then eligible to use a FormS-3 shelf registration) (the "Registration Statement"), in each case, covering the resale of the Shares acquired by the Investor pursuant to this Subscription Agreement which are eligible for registration (determined as of two (2) business days prior to such submission or filing) (the "Registrable Shares") and Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day following the filing date thereof (or 90th calendar day following the filing date thereof if the SEC notifies Issuer that it will "review" the Registration Statement) and (ii) the 10th business day after the date Issuer is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effectiveness Deadline"); provided, however, that Issuer's obligations to include the Registrable Shares in the Registration Statement are contingent upon the Investor furnishing in writing to Issuer such information regarding the Investor or its permitted assigns, the securities of Issuer held by the Investor and the intended method of disposition of the Registrable Shares (which shall be limited to non-underwritten public offerings) as shall be reasonably requested by Issuer to effect the registration of the Registrable Shares, and the Investor shall execute such documents in connection with such registration as Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement, if applicable, during any customary blackout or similar period or as permitted hereunder; provided that the Investor shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Registrable Shares. Notwithstanding the foregoing, if the SEC prevents Issuer from including any or all of the shares proposed to be registered under a Registration Statement due to limitations on the use of Rule 415 under the Securities Act for the resale of the Shares pursuant to this Section 8 by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Shares which is equal to the maximum number of Shares as is permitted to be registered by the SEC. In such event, the number of Shares to be registered for each selling stockholder named in such Registration Statement shall be reduced pro rata among all such selling stockholders.

In the event Issuer amends the Registration Statement in accordance with the foregoing, Issuer will use its commercially reasonable efforts to promptly file with the SEC one or more registration statements to register the resale of those Registrable Shares that were not registered on the initial Registration Statement, as so amended. In no event shall the Investor be identified as a statutory underwriter in the Registration Statement unless requested by the SEC; provided, that if the SEC requests that the Investor be identified as a statutory underwriter in the Registration Statement, the Investor will have an opportunity to withdraw its Shares from the Registration Statement. For as long as the Investor holds Shares, Issuer will use commercially reasonable efforts to file all reports for so long as the condition in Rule 144(c)(1) (or Rule 144(i)(2), if applicable) under the Securities Act is required to be satisfied, and provide all customary and reasonable cooperation, necessary to enable the undersigned to resell the Shares pursuant to Rule 144 under the Securities Act (in each case, when Rule 144 under the Securities Act becomes available to the Investor). Any failure by Issuer to file the Registration Statement by the Filing Deadline or to effect such Registration Statement by the Effectiveness Deadline shall not otherwise relieve Issuer of its obligations to file or effect the Registration Statement as set forth above in this Section 8. In the case of the registration, qualification, exemption or compliance effected by Issuer pursuant to this Subscription Agreement, Issuer shall, upon reasonable request, respond to the Investor as to the status of such registration, qualification, exemption and compliance. For purposes of this Section 8, "Registrable Shares" shall include, as of the date of determination, the subscribed Shares and any other equity security issued or issuable with respect to the subscribed Shares by way of stock split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event, and "Investor" shall include any affiliate of the Investor to which the rights under this Section 8 have been duly assigned pursuant to this Subscription Agreement.

(b) At its expense Issuer shall:

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

(ii) during the Registration Period, advise the Investor, as expeditiously as possible:

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

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

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

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

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

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

(iv) during the Registration Period, upon the occurrence of any event contemplated in Section 8(b)(ii)(4) above, except for such times as Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

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

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

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

(c) Notwithstanding anything to the contrary in this Subscription Agreement, Issuer shall be entitled to delay the filing or effectiveness of, or suspend the use of, the Registration Statement if it determines (i) that in order for the Registration Statement not to contain a material misstatement or omission, (x) an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly, or annual report under the Exchange Act, or (y) the negotiation or consummation of a transaction by Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event Issuer's board of directors reasonably believes would require additional disclosure by Issuer in the Registration Statement of material information that Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of Issuer's board of directors to cause the Registration Statement to fail to comply with applicable disclosure requirements, or (ii) to delay the filing or initial effectiveness of, or suspend use of, a Registration Statement and such delay or suspension arises out of, or is a result of, or is related to or is in connection with the SEC Statement or other accounting matters, or any related disclosure or other matters (each such circumstance, a "Suspension Event"); provided, however, that Issuer may not delay or suspend the Registration Statement on more than two (2) occasions or for more than forty-five (45) consecutive calendar days, or more than ninety (90) total calendar days in each case during any twelve-month period. Upon receipt of any written notice from Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein (in light of the circumstances under which they were made, in the case of the prospectus) not misleading, the Investor agrees that (i) it will immediately discontinue offers and sales of the Registrable Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144 under the Securities Act) until the Investor receives copies of a supplemental or amended prospectus (which Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by Issuer that it may resume

such offers and sales and (ii) it will maintain the confidentiality of any information included in such written notice delivered by Issuer unless otherwise required by law or subpoena. If so directed by Issuer, the Investor will deliver to Issuer or, in the Investor's sole discretion destroy, all copies of the prospectus covering the Registrable Shares in the Investor's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Registrable Shares shall not apply (A) to the extent the Investor is required to retain a copy of such prospectus (1) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (2) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. Notwithstanding anything to the contrary set forth herein, Issuer shall not, when advising the Investor of a Suspension Event, provide the Investor with any material, nonpublic information regarding Issuer other than to the extent that providing notice to the Investor of the occurrence of a Suspension Event constitutes material, nonpublic information regarding Issuer.

The Investor may deliver written notice (an "Opt-Out Notice") to Issuer requesting that the Investor not receive notices from Issuer otherwise required by this Section 8(c); provided, however, that the Investor may later revoke any suchOpt-Out Notice in writing. Following receipt of anOpt-Out Notice from the Investor (unless subsequently revoked), (i) Issuer shall not deliver any such notices to the Investor and the Investor shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to the Investor's intended use of an effective Registration Statement, the Investor will notify Issuer in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 8(c)) and the related suspension period remains in effect, Issuer will so notify the Investor, within one (1) business day of the Investor's notification to Issuer, by delivering to the Investor a copy of such previous notice of Suspension Event, and thereafter will provide the Investor with the related notice of the conclusion of such Suspension Event promptly following its availability.

(d) Indemnification.

(i) Issuer agrees to indemnify, to the extent permitted by law, the Investor (to the extent the Investor is a seller under the Registration Statement), its directors, officers, partners, managers, members, stockholders, agents, advisors, and each person or entity who controls the Investor (within the meaning of the Securities Act), to the extent permitted by law, against all losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including reasonable and documented outside attorneys' fees of one (1) law firm) arising from, in connection with, or relating to any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement ("Prospectus") or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to Issuer by or on behalf of the Investor expressly for use therein.

(ii) In connection with any Registration Statement in which the Investor is participating, the Investor shall furnish (or cause to be furnished) to Issuer in writing such information as Issuer reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, the Investor shall, severally and not jointly with any Other Investor, indemnify Issuer, its directors, officers, partners, managers, members, stockholders, agents, advisors, and each person or entity who controls Issuer (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees of one (1) law firm) arising from, in connection with, or relating to any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a

Prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in (or not contained in, in the case of an omission) any information so furnished in writing by or on behalf of the Investor expressly for use therein; provided, however, that the liability of the Investor shall be several and not joint with any other investor and, when combined with any amounts contributed by Investor pursuant to Section 8(d)(v) below, shall be in proportion to and limited to the net proceeds received by the Investor from the sale of Registrable Shares giving rise to such indemnification obligation.

(iii) Any person or entity entitled to indemnification herein shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one (1) outside counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

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

(v) If the indemnification provided under this Section 8(d) from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; provided, however, that the liability of the Investor, together with any amounts under Section 8(d)(ii), shall be limited to the net proceeds received by the Investor from the sale of Registrable Shares giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 8(d)(i), (ii) and (iii) above, any legal or other fees, charges or expenses reasonably and actually incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning

of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 8(d)(v) from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) With a view to making available to the Investor the benefits of Rule 144 that may, at such times as Rule 144 is available to shareholders of Issuer, permit the Investor to sell Shares to the public without registration, for so long as Investor holds subscribed Shares, Issuer agrees to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144; and

(ii) file with the SEC in a timely manner all reports and other documents required of Issuer under the Securities Act and the Exchange Act so long as Issuer remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144.

(f) If the Shares acquired hereunder are either eligible to be sold (i) pursuant to an effective Registration Statement or (ii) without restriction under, and without Issuer being in compliance with the current public information requirements of Rule 144 under the Securities Act, then at the Investor's request, and subject to the Investor's execution of customary representation letters, Issuer will, (A) within three (3) trading days, provide all documentation and instruction required for the transfer agent for the Shares (the "Transfer Agent"), and (B) reasonably cooperate with the Transfer Agent (including, if required by the Transfer Agent, delivering an opinion of Issuer's counsel in a form reasonably acceptable to the Transfer Agent), to remove any remaining restrictive legend set forth on such Shares. The Issuer shall be responsible for the fees of its legal counsel, the Transfer Agent, and all DTC fees associated with such legend removal and transfers.

9. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof: (x) upon the earliest to occur of (i) such date and time as the Transaction Agreement is terminated in accordance with its terms, (ii) the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, and (iii) January 9, 2022, if the Closing has not occurred by such date, or (y) if the conditions to Closing set forth in Section 3 of this Subscription Agreement are not satisfied or waived, or are not capable of being satisfied, on or prior to the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement will not be or are not consummated at the Closing; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such willful breach. Issuer shall notify the Investor of the termination of the Transaction Agreement promptly after the termination of such agreement. Issuer shall notify Investor of the termination of the Transaction Agreement reasonably promptly after the termination thereof. Upon the termination of this Subscription Agreement in accordance with this Section 9, any monies paid by the Investor to Issuer in connection herewith shall be promptly (and in any event within one (1) business day after such termination) returned to the Investor.

10. Trust Account Waiver. The Investor acknowledges that Issuer is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving Issuer and one (1) or more businesses or assets. The Investor further acknowledges that, as described in Issuer's final prospectus relating to its initial public offering (the "IPO Prospectus") available at www.sec.gov, substantially all of Issuer's assets consist of the cash proceeds of Issuer's initial public offering and private placement of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of Issuer, its public shareholders and the underwriter(s) of Issuer's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to Issuer to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the IPO Prospectus. For and in consideration of Issuer entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, the Investor hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the

Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement; provided, that nothing in this Section 10 shall be deemed to limit the Investor's right, title, interest or claim to the Trust Account by virtue of the Investor's record or beneficial ownership of Shares of Issuer acquired by any means other than pursuant to this Subscription Agreement.

11. Miscellaneous.

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

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

(c) The Investor acknowledges that (i) Issuer will rely on the acknowledgments, understandings, agreements, representations and warranties of the Investor contained in this Subscription Agreement and (ii) the Placement Agent will rely on, and is a third party beneficiary of, the acknowledgments, understandings, agreements, representations and warranties of the Investor contained in Section 5, Section 6, Section 11, and Section 12 of this Subscription Agreement (on their own behalf and not, for the avoidance of doubt, on behalf of Issuer or the Company). Prior to the Closing, each party agrees to promptly notify the other party and the Placement Agent if any of the acknowledgments, understandings, agreements, representations and warranties of such party set forth herein are, to their knowledge, no longer accurate. The Investor acknowledges and agrees that the purchase by the Investor of Shares from Issuer will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Investor as of the time of such purchase.

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

(e) This Subscription Agreement may not be amended, modified, waived or terminated (other than pursuant to the terms ofSection 9 above) except by an instrument in writing, signed by each of the parties hereto and, to the extent required by the Transaction Agreement, the Company. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties and third party beneficiaries hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

(f) This Subscription Agreement (including Schedule A hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as set forth in Section 8(d), Section 11(c) and Section 11(d) with respect to the persons referenced therein, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns.

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

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

(i) This Subscription Agreement may be executed in one or more counterparts (including by electronic mail or in .pdf or by DocuSign or similar electronic signature) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

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

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

(l) THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS

WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A DELAWARE STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 14 OF THIS SUBSCRIPTION AGREEMENT OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER STATE.

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

(n) The obligations of the Investor and each Other Investor in connection with the PIPE Investment are several and not joint, and Investor shall not be responsible in any way for the performance of the obligations of any Other Investor in connection with the PIPE Investment. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Investor or any Other Investor pursuant hereto or thereto, shall be deemed to constitute the Investor and Other Investor as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investor and Other Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby.

12. Non-Reliance and Exculpation. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, Issuer, the Placement Agent or the Company, any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), other than the statements, representations and warranties of Issuer expressly contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in Issuer. The Investor acknowledges and agrees that none of (i) any Other Investor under any Other Subscription Agreement (including such Other Investor's respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), (ii) the Placement Agent, (iii) any party to the Transaction Agreement (other than Issuer), or (iv) any affiliates, or any control persons, officers, directors, employees, partners, agents or representatives of any of Issuer, the Company or any other party to the Transaction Agreement shall be liable (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by the Investor, the Company or any other person or entity), whether in contract, tort or otherwise, or have any liability or obligation, to the Investor or any person claiming through the Investor, related to the private placement of the Shares, the negotiation hereof or the subject matter

hereof, or the transactions contemplated hereby, for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares.

13. Press Releases. Issuer shall, by 9:00 a.m., New York City time, on the first business day immediately following the date of this Subscription Agreement, issue one (1) or more press releases or furnish or file with the SEC a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed, the PIPE Investment, all material terms of the Transaction and any other material, non-public information that Issuer has provided to the Investor at any time prior to the filing of the Disclosure Document. From and after the disclosure of the Disclosure Document, to the knowledge of Issuer, the Investor shall not be in possession of any material, non-public information received from Issuer or any of its officers, directors or employees, and the Investor shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral, with the Issuer, the Placement Agents or any of their respective affiliates, relating to the transactions contemplated hereby. All Disclosure Documents, press releases or other public communications relating to the transactions contemplated by this Subscription Agreement, and the method of the release for publication thereof, shall be subject to the prior written approval of (i) Issuer, and (ii) to the extent such Disclosure Documents, press release or public communication references the Investor or its affiliates or investment advisers by name, the Investor. The restriction in this Section 13 shall not apply to the extent the public announcement is required by applicable securities law, any governmental authority or stock exchange rule; provided, that in such an event, the applicable party shall use its commercially reasonable efforts to consult with the other party in advance of such disclosure as to its form, content and timing.

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

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

If to Issuer, to:

Reinvent Technology Partners Y
215 Park Avenue, Floor 11
New York, NY 10003
Attention: Secretary
Email: contact@reinventtechnologypartners.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Shana Elberg
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com
shana.elberg@skadden.com

and

Aurora Innovation, Inc.
280 N. Bernardo Ave.
Mountain View, CA 94043
Attention: Legal
Email: legal#@aurora.tech

and

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304
Attention: Damien Weiss
Ethan Lutske
Email: dweiss@wsgr.com
elutske@wsgr.com

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

15. Massachusetts Business Trust. If Investor is a Massachusetts Business Trust, a copy of the Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Investor or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Investor or any affiliate thereof individually but are binding only upon Investor or any affiliate thereof and its assets and property.

[SIGNATURE PAGES FOLLOW]

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

| | |
|---|---|
| Name of Investor:<br>By: _____ | State/Country of Formation or Domicile: |
| Name: _____ | |
| Title: _____ | |
| Name in which Shares are to be registered (if different): | Date: , 2021 |
| Investor's EIN: | |
| Entity Type (e.g., corporation, partnership, trust, etc.): | |
| Business Address-Street: | Mailing Address-Street (if different): |
| City, State, Zip: | City, State, Zip: |
| Attn: _____ | Attn: _____ |
| Telephone No.:<br>Facsimile No.: | Telephone No.:<br>Facsimile No.: |
| Number of Shares subscribed for: | |
| Aggregate Subscription Amount: $ | Per Share Subscription Price: $10.00 |

You must pay the Subscription Amount by wire transfer of U.S. dollars in immediately available funds to the account specified by Issuer in the Closing Notice.

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

Reinvent Technology Partners Y

By: _____
Name:
Title:

Date: , 2021

[*Signature Page to Subscription Agreement*]

**SCHEDULE A**

**ELIGIBILITY REPRESENTATIONS OF THE INVESTOR**

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

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

2. ☐ We are not a natural person.

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

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

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

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

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

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

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

**Exhibit 10.2**

**SPONSOR SUPPORT AGREEMENT**

This Sponsor Support Agreement (this "Agreement") is dated as of July 14, 2021, by and among Reinvent Sponsor Y LLC, a Cayman Islands limited liability company (the "Sponsor Holdco"), the Persons set forth onSchedule I hereto (together with Sponsor Holdco, the "Sponsor Parties"), the Persons set forth onSchedule II hereto (each, a "Sponsor Independent Director"), Reinvent Technology Partners Y, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation prior to the Closing ) ("Acquiror"), and Aurora Innovation, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

WHEREAS, as of the date hereof, (i) the Sponsor Parties and the Sponsor Independent Directors collectively are the holders of record and the "beneficial owners" (within the meaning of Rule 13d-3 under the Exchange Act) of 24,407,500 Acquiror Ordinary Shares and 8,900,000 Acquiror Private Placement Warrants in the aggregate as set forth on Schedule I and Schedule II attached hereto, (ii) such shares and warrants are the only equity of the Company held by the Sponsor Parties and the Sponsor Independent Directors and (iii) the Sponsor Parties and the Sponsor Independent Directors are the only holders of Acquiror Class B Ordinary Shares and Acquiror Private Placement Warrants other than those 30,000 Acquiror Class B Ordinary Share held by a non-party to this Agreement member of the Board of Directors of Acquiror;

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

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

**AGREEMENT**

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

**ARTICLE I**

**SPONSOR SUPPORT AGREEMENT; COVENANTS**

Section 1.1 Binding Effect of Merger Agreement. Each Sponsor Party and each Sponsor Independent Director, as applicable, hereby acknowledges that it has read the Merger Agreement and this Agreement and has had the opportunity to consult with its tax and legal advisors. Each Sponsor Party and each Sponsor Independent Director, as applicable, shall be bound by and comply with Sections 7.4 (*No Solicitation by*

*Acquiror*) and 11.12 (*Publicity*) of the Merger Agreement (and any relevant definitions contained in any such Sections) as if such Sponsor Party or Sponsor Independent Director, as applicable, was an original signatory to the Merger Agreement with respect to such provisions.

Section 1.2 No Transfer. During the period commencing on the date hereof and ending on the earliest of (a) the Effective Time, (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 10.1 thereof (the earlier of (a) and (b), the "Expiration Time") and (c) the liquidation of Acquiror, each Sponsor Party and each Sponsor Independent Director, as applicable, shall not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the SEC (other than the Proxy Statement/Registration Statement) or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any Acquiror Ordinary Shares or Acquiror Private Placement Warrants owned by such Sponsor Party or Sponsor Independent Director, as applicable,, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of Acquiror Ordinary Shares or Acquiror Private Placement Warrants owned by such Sponsor Party or Sponsor Independent Director, as applicable, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii).

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

Section 1.4 Closing Date Deliverables. On the Closing Date, the Sponsor Holdco and the Director Holders (as defined therein) shall deliver to Acquiror and the Company a duly executed copy of that certain Amended and Restated Registration Rights Agreement, by and among Acquiror, the Sponsor Holdco, certain former stockholders of the Company, the Director Holders (as defined therein) and the Investor Stockholders (as defined therein), in substantially the form attached as Exhibit C to the Merger Agreement.

Section 1.5 Certain Agreements of Sponsor Parties and the Sponsor Independent Directors.

(a) At any meeting of the shareholders of Acquiror, however called, or at any adjournment thereof, or in any other circumstance in which the vote, consent or other approval of the shareholders of Acquiror is sought, each Sponsor Party and each Sponsor Independent Director shall (i) appear at each such meeting or otherwise cause all of its Acquiror Ordinary Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted), or execute and deliver a written consent (or cause a written consent to be executed and delivered) covering, all of its Acquiror Ordinary Shares:

(i) in favor of each Transaction Proposal;

(ii) against any Business Combination Proposal or any proposal relating to a Business Combination Proposal (in each case, other than the Transaction Proposals);

(iii) against any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Acquiror;

(iv) against any change in the business, management or Board of Directors of Acquiror (other than in connection with the Transaction Proposals); and

(v) against any proposal, action or agreement that would (A) impede, frustrate, prevent or nullify any provision of this Agreement, the Merger Agreement or any Merger, (B) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Acquiror or the Merger Sub under the Merger Agreement, (C) result in any of the conditions set forth in Article IX of the Merger Agreement not being fulfilled or (D) change in any manner the dividend policy or capitalization of, including the voting rights of any class of capital stock of, Acquiror.

Each Sponsor Party and each Sponsor Independent Director hereby agrees that it shall not commit or agree to take any action inconsistent with the foregoing.

(b) Each Sponsor Party and each Sponsor Independent Director shall comply with, and fully perform all of its obligations, covenants and agreements set forth in, that certain Letter Agreement, dated as of March 15, 2021, by and among the Sponsor Parties, the Sponsor Independent Directors and Acquiror (the "Voting Letter Agreement"), including the obligations of the Sponsor Parties and the Sponsor Independent Directors pursuant to Section 1 therein to not redeem any Acquiror Ordinary Shares owned by such Sponsor in connection with the transactions contemplated by the Merger Agreement.

(c) During the period commencing on the date hereof and ending on the earlier of the consummation of the Closing and the termination of the Merger Agreement pursuant to Article X thereof, each Sponsor Party and each Sponsor Independent Director shall not modify or amend any Contract between or among such Sponsor Party or Sponsor Independent Director, as applicable, anyone related by blood, marriage or adoption to such Sponsor Party or Sponsor Independent Director, as applicable, or any Affiliate of such Sponsor Party or Sponsor Independent Director, as applicable (other than Acquiror or any of its Subsidiaries), on the one hand, and Acquiror or any of Acquiror's Subsidiaries, on the other hand, including, for the avoidance of doubt, the Voting Letter Agreement.

Section 1.6 Further Assurances. Each Sponsor Party and each Sponsor Independent Director shall take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary under applicable Laws to consummate the Merger and the other transactions contemplated by the Merger Agreement on the terms and subject to the conditions set forth therein and herein.

Section 1.7 No Inconsistent Agreement. Each Sponsor Party and each Sponsor Independent Director hereby represents and covenants that such Sponsor Party or Sponsor Independent Director, as applicable, has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Sponsor Party's or Sponsor Independent Director's, as applicable, obligations hereunder.

Section 1.8 Waiver of Anti-Dilution Provision. Each Sponsor Party and each Sponsor Independent Director hereby (but subject to the consummation of the Merger) waives (for itself, for its successors, heirs and assigns and any other holder of Acquiror Class B Ordinary Shares), to the fullest extent permitted by law and the amended and restated memorandum and articles of association of Acquiror (as may be amended from time to time, the "Articles"), the provisions of Article 17.3 of the Articles to have the Acquiror Class B Ordinary Shares convert to Acquiror Class A Ordinary Shares at a ratio of greater than one-for-one or any other adjustments or anti-dilution protections that arise in connection with the issuance of Acquiror Ordinary

Shares. The waiver specified in this Section 1.8 shall be applicable only in connection with the transactions contemplated by the Merger Agreement and this Agreement (and any Acquiror Class A Ordinary Shares or equity-linked securities issued in connection with the transactions contemplated by the Merger Agreement and this Agreement) and shall be void and of no force and effect if the Merger Agreement shall be terminated for any reason.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES

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

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

(b) Ownership. Such Sponsor Party or Sponsor Independent Director, as applicable, is the record and beneficial owner (as defined in the Securities Act) of, and has good title to, all of such Sponsor Party's or Sponsor Independent Director's, as applicable, Acquiror Ordinary Shares and Acquiror Private Placement Warrants, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Acquiror Ordinary Shares or Acquiror Private Placement Warrants (other than transfer restrictions under the Securities Act)) affecting any such Acquiror Ordinary Shares or Acquiror Private Placement Warrants, other than Liens pursuant to (i) this Agreement, (ii) the Acquiror Governing Documents, (iii) the Merger Agreement, (iv) the Voting Letter Agreement or (v) any applicable securities Laws. Such Sponsor Party's or Sponsor Independent Director's, as applicable, Acquiror Ordinary Shares and Acquiror Private Placement Warrants are the only equity securities in Acquiror owned of record or beneficially by such Sponsor Party or Sponsor Independent Director, as applicable, on the date of this Agreement, and none of such Sponsor Party's or Sponsor Independent Director's, as applicable, Acquiror Ordinary Shares or Acquiror Private Placement Warrants are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Acquiror Ordinary Shares or Acquiror Private Placement Warrants, except as provided hereunder and under the Voting Letter Agreement. Other than the Acquiror Private Placement Warrants, such Sponsor Party or Sponsor Independent Director, as applicable, does not hold or own any rights to acquire (directly or indirectly) any equity securities of Acquiror or any equity securities convertible into, or which can be exchanged for, equity securities of Acquiror.

(c) No Conflicts. The execution and delivery of this Agreement by such Sponsor Party or Sponsor Independent Director, as applicable, does not, and the performance by such Sponsor Party or Sponsor Independent Director, as applicable, of his, her or its obligations hereunder will not, (i) if such Sponsor Party or Sponsor Independent Director, as applicable, is not an individual, conflict with or result in a violation of the organizational documents of such Sponsor Party or Sponsor Independent Director, as applicable, or (ii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Sponsor Party or Sponsor Independent Director, as applicable, or such Sponsor Party's or Sponsor Independent Director's, as applicable, Acquiror Ordinary Shares or Acquiror Private Placement Warrants), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Sponsor Party or Sponsor Independent Director, as applicable, of its, his or her obligations under this Agreement.

(d) Litigation. There are no Actions pending against such Sponsor Party or Sponsor Independent Director, as applicable, or to the knowledge of such Sponsor Party or Sponsor Independent Director, as applicable, threatened against such Sponsor Party or Sponsor Independent Director, as applicable, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Sponsor Party or Sponsor Independent Director, as applicable, of its, his or her obligations under this Agreement.

(e) Brokerage Fees. Except as described on Section 5.13 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by such Sponsor Party or Sponsor Independent Director, as applicable, for which Acquiror or any of its Affiliates may become liable.

(f) Affiliate Arrangements. Except as set forth on Schedule III attached hereto, neither such Sponsor Party or Sponsor Independent Director, as applicable, nor any anyone related by blood, marriage or adoption to such Sponsor Party or Sponsor Independent Director, as applicable, or, to the knowledge of such Sponsor Party or Sponsor Independent Director, as applicable, any Person in which such Sponsor Party or Sponsor Independent Director, as applicable, has a direct or indirect legal, contractual or beneficial ownership of 5% or greater is party to, or has any rights with respect to or arising from, any Contract with Acquiror or its Subsidiaries.

(g) Acknowledgment. Such Sponsor Party or Sponsor Independent Director, as applicable, understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon such Sponsor Party's or Sponsor Independent Director's, as applicable, execution and delivery of this Agreement.

## ARTICLE III
## MISCELLANEOUS

Section 3.1 Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the earliest of (a) the Expiration Time, (b) the liquidation of Acquiror and (c) the written agreement of Sponsor Holdco, Acquiror, and the Company. Upon such termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Agreement shall not relieve any party hereto from liability arising in respect of any breach of this Agreement prior to such termination. This ARTICLE III shall survive the termination of this Agreement.

Section 3.2 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 3.3 Jurisdiction; Waiver of Jury Trial

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties hereto irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 3.3.

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

Section 3.4 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the parties hereto.

Section 3.5 Specific Performance. The parties hereto agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 3.6 Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Acquiror, the Company and the Sponsor Holdco.

Section 3.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 3.8 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage

prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when delivered by email (in each case in this clause (d), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

If to Acquiror:

Reinvent Technology Partners Y
215 Park Avenue, Floor 11
New York, NY 10003
Attention: Secretary
Email: contact@reinventtechnologypartners.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

If to the Company:

Aurora Innovation, Inc.
280 N. Bernardo Ave.
Mountain View, CA 94043
Attention: Legal
Email: legal#@aurora.tech

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304
Attention: Damien Weiss
Ethan Lutske
Email: dweiss@wsgr.com
elutske@wsgr.com

If to a Sponsor Party or Sponsor Independent Director:

To such Sponsor Party's or Sponsor Independent Director's, as applicable,
address set forth in Schedule I or Schedule II
with a copy to (which will not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

Section 3.9 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Section 3.10 Entire Agreement. This Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Sponsor Parties, the Sponsor Independent Directors, Acquiror, and the Company have each caused this Sponsor Support Agreement to be duly executed as of the date first written above.

**SPONSOR PARTIES:**

REINVENT SPONSOR Y LLC

By: /s/ Mark Pincus
Name: Mark Pincus
Title: Manager

/s/ Reid Hoffman
Name: Reid Hoffman

/s/ Mark Pincus
Name: Mark Pincus

/s/ Michael Thompson
Name: Michael Thompson

/s/ David Cohen
Name: David Cohen

**SPONSOR INDEPENDENT DIRECTORS:**

/s/ Katharina Borchert
Name: Katharina Borchert

/s/ Colleen McCreary
Name: Colleen McCreary

/s/ Anne-Marie Slaughter
Name: Anne-Marie Slaughter

**ACQUIROR:**

REINVENT TECHNOLOGY PARTNERS Y

By: /s/ Michael Thompson
Name: Michael Thompson
Title: Chief Executive Officer

**COMPANY:**

AURORA INNOVATION, INC.

By: /s/ Chris Urmson
Name: Chris Urmson
Title: Chief Executive Officer

**Schedule I**

| Sponsor Party | Acquiror Class A Ordinary Shares | Acquiror Class B Ordinary Shares | Acquiror Private Placement Warrants |
|---|---|---|---|
| Reinvent Sponsor Y LLC<br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | 24,317,500 | 8,900,000 |
| Reid Hoffman<br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | — (1) | — (1) |
| Mark Pincus<br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | — (1) | — (1) |
| Michael Thompson<br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | — | — |
| David Cohen<br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | — | — |

(1) Messrs. Hoffman and Pincus may be deemed to beneficially own securities held by Reinvent Sponsor Y LLC by virtue of their shared control over Reinvent Sponsor Y LLC. Each of Messrs. Hoffman and Pincus disclaims beneficial ownership of securities held by Reinvent Sponsor Y LLC.

**Schedule II**

| Sponsor Independent Director | Acquiror Class A Ordinary Shares | Acquiror Class B Ordinary Shares | Acquiror Private Placement Warrants |
|---|---|---|---|
| Katharina Borchert<br><br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | 30,000 | — |
| Colleen McCreary<br><br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | 30,000 | — |
| Anne-Marie Slaughter<br><br>c/o Reinvent Technology Partners Y<br>215 Park Avenue, Floor 11, New York, NY 10003 | — | 30,000 | — |

**Schedule III**

**Affiliate Agreements**

1. Letter Agreement, dated March 15, 2021 among Acquiror, Reinvent Sponsor Y LLC and each of the other parties thereto
2. Registration Rights Agreement, dated March 15, 2021, between Acquiror, Reinvent Sponsor Y LLC and certain other security holders named therein
3. Support Services Agreement, dated March 15, 2021, between Acquiror and Reinvent Capital LLC
4. Sponsor Warrants Purchase Agreement, dated March 15, 2021, between Acquiror and Reinvent Sponsor Y LLC
5. Indemnity Agreement, dated December 14, 2020, between Acquiror and Reid Hoffman
6. Indemnity Agreement, dated December 14, 2020, between Acquiror and Mark Pincus
7. Indemnity Agreement, dated December 14, 2020, between Acquiror and Michael Thompson
8. Indemnity Agreement, dated December 14, 2020, between Acquiror and David Cohen
9. Indemnity Agreement, dated March 15, 2021, between Acquiror and Anne-Marie Slaughter
10. Indemnity Agreement, dated March 15, 2021, between Acquiror and Colleen McCreary
11. Indemnity Agreement, dated March 15, 2021, between Acquiror and Katharina Borchert

**Exhibit 10.3**

**SPONSOR AGREEMENT**

This SPONSOR AGREEMENT (this "Agreement"), dated as of July 14, 2021, is made by and among Reinvent Sponsor Y LLC, a Cayman Islands limited liability company (the "Sponsor"), Reinvent Technology Partners Y, a Cayman Islands exempted company (the "Company"), and Aurora Innovation, Inc., a Delaware corporation ("Aurora"). The Sponsor, the Company and Aurora are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WHEREAS**, as of the date hereof, (i) the Sponsor holds 24,317,500 Acquiror Class B Ordinary Shares and 8,900,000 Acquiror Private Placement Warrants, and (ii) such shares and warrants are the only equity of the Company held by the Sponsor;

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

**WHEREAS**, pursuant to the Merger Agreement, the Company will migrate to and domesticate as a Delaware corporation prior to the Closing; and

**WHEREAS**, in connection with the Domestication, all of the Acquiror Class B Ordinary Shares then held by the Sponsor (after giving effect to the Forfeiture (as defined below) (if any)) will be converted into shares of Domesticated Acquiror Class A Common Stock (such conversion, the "Sponsor Share Conversion" and such shares as of the Sponsor Share Conversion, the "Sponsor Shares") and all of the Acquiror Private Placement Warrants then held by the Sponsor will be converted into Domesticated Acquiror Warrants (such conversion, the "Sponsor Warrant Conversion" and such warrants as of the Sponsor Warrant Conversion, the "Sponsor Warrants").

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated when used in this Agreement with initial capital letters:

"Board" means the Board of Directors of the Company.

"Bylaws" means the by-laws of the Company, as amended or modified from time to time.

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

such merger, consolidation, reorganization or other business combination do not continue to represent or are not converted into fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Person resulting from such combination or, if the Surviving Corporation is a Subsidiary, the ultimate parent thereof, or (iii) the result of which is a sale of all or substantially all of the assets of the Company or the Surviving Corporation (as appearing in its most recent balance sheet) to any Person.

"Charter" means the Certificate of Incorporation of the Company, as amended or modified from time to time.

"Exercise Period" has the meaning set forth in the Warrant Agreement.

"Lock-up Agreement" means that certain Lockup Agreement to be entered into between the Company and certain Stockholder Parties thereto prior to, on or about the Closing Date.

"Lock-up Parties" or each a "Lock-up Party" means certain Stockholder Parties to the Lock-up Agreement (as defined therein).

"Lock-up Period" means:

(i) for 25% of the Sponsor Shares, the period beginning on the Closing Date and ending on the one-year anniversary of the Closing Date (the "First Lock-up Period");

(ii) for 25% of the Sponsor Shares, the period beginning on the Closing Date and ending on the two-year anniversary of the Closing Date (the "Second Lock-up Period");

(iii) for 25% of the Sponsor Shares, the period beginning on the Closing Date and ending on the three-year anniversary of the Closing Date (the "Third Lock-up Period"); and

(iv) for 25% of the Sponsor Shares, the period beginning on the Closing Date and ending on the four-year anniversary of the Closing Date (the "Fourth Lock-up Period").

Notwithstanding the foregoing, in the event that a definitive agreement that contemplates a Change of Control is entered into after the Closing, the Lock-up Period for any Sponsor Shares shall automatically terminate immediately prior to such Change of Control. For the avoidance of doubt, no Sponsor Shares shall be subject to Lock-up from and after the date that is four years after the Closing Date.

"Necessary Actions" means, with respect to the election or appointment of a Person as a director of the Company or the Surviving Corporation, all actions by the Company or the Surviving Corporation necessary, appropriate or desirable to cause such Person to be elected or appointed as a director of the Company or the Surviving Corporation (to the fullest extent permitted by Law), including, without limitation, (i) nominating such Person for election as a director of the Company at each applicable annual or special meeting of stockholders of the Company, including at every adjournment or postponement thereof, at which directors are to be elected, (ii) including such Person in the slate of nominees recommended by the Board for election as directors at any such meeting, (iii) recommending that the Company's stockholders vote in favor of the election of such Person as a director of the Company, (iv) soliciting proxies for such Person to the same extent as the Company does for any other nominees recommended by the Board, and causing the applicable proxies to vote in accordance with the foregoing, and (v) executing, or causing to be executed, any agreements and instruments, and making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar documents that are required to achieve the foregoing.

"Permitted Transferees" means, prior to the expiration of the Lock-up Period, any Person to whom the Sponsor or any other Permitted Transferee transfers its Sponsor Shares pursuant to Section 5(b).

"Public Warrants" has the meaning set forth in the Warrant Agreement.

"Redemption Date" has the meaning set forth in the Warrant Agreement.

"Reference Value" has the meaning set forth in the Warrant Agreement.

"Sponsor Designee" means a Person designated by the Sponsor to serve as a member of the Board and consented to by Aurora (such consent not to be unreasonably withheld or delayed).

"Sponsor Shares" has the meaning set forth in the Recitals hereto. For the avoidance of doubt, Sponsor Shares shall not include (i) any shares purchased as part of the Backstop Financing (if any), (ii) any shares purchased pursuant to any Subscription Agreement entered into by any Reinvent PIPE Investor or (iii) any shares obtained from the exercise of the Sponsor Warrants.

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

"Transfer" means the (i) sale of, offer to sell, contract or agreement to sell, hypothecation or pledge of, grant of any option to purchase or otherwise disposition of or agreement to dispose of, in each case, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).

"VWAP" means, for any security as of any day or multi-day period, the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time on such day or the first day of such multi-day period (as applicable), and ending at 4:00:00 p.m., New York time on such day or the last day of such multi-day period (as applicable), as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time on such day or the first day of such multi-day period (as applicable), and ending at 4:00:00 p.m., New York time on such day or the last day of such multi-day period (as applicable), as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. during such day or multi-day period (as applicable). If the VWAP cannot be calculated for such security for such day or multi-day period (as applicable) on any of the foregoing bases, the VWAP of such security shall be the fair market value per share at the end of such day or multi-day period (as applicable) as reasonably determined by the Board.

"Warrant Agreement" means the Warrant Agreement, dated as of March 15, 2021, by and between the Company and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent, as amended or modified from time to time.

2. Forfeiture.

(a) In the event that (i) more than 22.5% of the outstanding Acquiror Class A Ordinary Shares are elected to be redeemed by the holders thereof in accordance with the procedures and by the deadline set forth in the Proxy Statement/Registration Statement (such number of shares to be redeemed, the "Redemption Shares"), (ii) the Company is obligated to redeem the Redemption Shares pursuant to its Governing Documents (the aggregate dollar amount to be distributed from the Company's Trust Account in respect of the Redemption Shares pursuant to the Company's Governing Documents, the "Redemption Amount" (and the difference between the Redemption Amount and an amount equal to the product of (x) 22.5% of the outstanding Acquiror Class A Ordinary Shares *multiplied by* (y) the redemption price per share, shall be referred to herein as the

"Backstop Amount"), and (iii) the Sponsor, any Affiliate of the Sponsor or any other Person arranged by the Sponsor has not provided backstop or alternative financing in an amount equal to or exceeding the Backstop Amount, such financing to be implemented in a manner reasonably acceptable to the Company and in accordance with the Merger Agreement, including, without limitation, Section 7.5 (which may include such Persons acquiring newly issued Acquiror Ordinary Shares at a per share price equal to the redemption price per share) (such financing, "Backstop Financing") (and the difference between the Redemption Amount and the amount of Backstop Financing, shall be referred to herein as the "Shortfall Amount"), then immediately prior to the Sponsor Share Conversion (but subject to the Closing), the number of Sponsor Shares equal to the product of (x) 24,317,500 *multiplied by* (y) the Forfeited Share Percentage shall be forfeited and cancelled for no consideration and with no further action from the Sponsor or the Acquiror (the "Forfeiture"). The "Forfeited Share Percentage" means a fraction, the numerator of which is the Shortfall Amount, and the denominator of which is the sum of (i) the aggregate dollar amount of the subscriptions pursuant to Subscription Agreements entered into on or prior to the date of the Merger Agreement by the PIPE Investors listed on Schedule A hereto *plus* (ii) $977,500,000.

(b) In the event that (i) more than 22.5% of the outstanding Acquiror Class A Ordinary Shares are elected to be redeemed by the holders thereof in accordance with the procedures and by the deadline set forth in the Proxy Statement/Registration Statement, (ii) the Company is obligated to redeem the Redemption Shares pursuant to its Governing Documents, and (iii) the Sponsor, any Affiliate of the Sponsor or any other Person arranged by the Sponsor has provided Backstop Financing in an amount equal to or exceeding the Backstop Amount, such Backstop Financing to be implemented in a manner reasonably acceptable to the Company (which may include such Persons acquiring newly issued Acquiror Ordinary Shares at a per share price equal to the redemption price per share), the Sponsor shall not be required to forfeit any Acquiror Class B Ordinary Shares.

(c) In the event that 22.5% or less than 22.5% of the outstanding Acquiror Class A Ordinary Shares are elected to be redeemed by the holders thereof in accordance with the procedures and by the deadline set forth in the Proxy Statement/Registration Statement, the Sponsor shall not be required to forfeit any Acquiror Class B Ordinary Shares.

3. Vesting. Subject to the Closing, upon the Sponsor Share Conversion, 75% of the Sponsor Shares (the "Subject Shares") shall be subject to the vesting provisions set forth in this Section 3 (such vesting pursuant to Section 3(a), Section 3(b), Section 3(c) or Section 3(d), a "Vesting Event"). The remaining 25% of the Sponsor Shares shall not be subject to vesting, but shall be subject to the First Lock-up Period. Any shares of Domesticated Acquiror Common Stock beneficially owned by any Person other than the Subject Shares shall not be subject to vesting. The Sponsor agrees that it shall not Transfer any unvested Subject Shares prior to the date such Subject Shares become vested pursuant to this Section 3. In the event that a Vesting Event has not occurred on or prior to the expiration of the Measurement Period, the Subject Shares that have not been vested upon a Vesting Event shall be automatically forfeited and cancelled with no further action from the Sponsor or Acquiror.

(a) If, at any time during the ten (10) years following the Closing (the "Measurement Period"), the VWAP of Domesticated Acquiror Class A Common Stock is greater than $15.00 for any twenty (20) Trading Days within a period of thirty (30) consecutive Trading Days (the date when the foregoing is first satisfied, the "First Earnout Achievement Date"), then 1/3 of the unvested Subject Shares owned by the Sponsor as of the Sponsor Share Conversion shall vest on the First Earnout Achievement Date. Such Subject Shares shall remain subject to the Second Lock-up Period regardless of vesting.

(b) If, at any time during the Measurement Period, the VWAP of Domesticated Acquiror Class A Common Stock is greater than $17.50 for any twenty (20) Trading Days within a period of thirty (30) consecutive Trading Days (the date when the foregoing is first satisfied, the "Second Earnout Achievement Date"), then 1/3 of the unvested Subject Shares owned by the Sponsor as of the Sponsor Share Conversion shall vest on the Second Earnout Achievement Date. Such Subject Shares shall remain subject to the Third Lock-up Period regardless of vesting.

(c) If, at any time during the Measurement Period, the VWAP of Domesticated Acquiror Class A Common Stock is greater than $20.00 for any twenty (20) Trading Days within a period of thirty (30) consecutive Trading Days (the date when the foregoing is first satisfied, the "Third Earnout Achievement Date"), then 1/3 of the unvested Subject Shares owned by the Sponsor as of the Sponsor Share Conversion shall vest on the Third Earnout Achievement Date. Such Subject Shares shall remain subject to the Fourth Lock-up Period regardless of vesting.

(d) Notwithstanding the foregoing, in the event that a Change of Control is consummated after the Closing, all of the unvested Subject Shares as of the Sponsor Share Conversion shall vest immediately prior to such Change of Control, and the Sponsor shall receive the same per share consideration (whether stock, cash or other property) in respect of all the Sponsor Shares as the other holders of Domesticated Acquiror Class A Common Stock participating in such Change of Control.

(e) The Domesticated Acquiror Class A Common Stock price targets set forth in Section 2(a), Section 2(b) and Section 2(c) shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combinations, exchanges of shares or other like changes or transactions with respect to the Domesticated Acquiror Class A Common Stock occurring on or after the Closing (other than the transactions contemplated by the Merger Agreement).

4. Tax Treatment. The Parties intend that the Sponsor Share Conversion and Sponsor Warrant Conversion will be treated as a tax-free recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended.

5. Lock-Up.

(a) Subject to the exclusions in Section 5(b), each holder of Sponsor Shares agrees not to Transfer any Sponsor Shares until the end of the Lock-up Period (the "Lock-up").

(b) Notwithstanding the provisions set forth in Section 5(a), the Sponsor or any Permitted Transferee thereof may Transfer any Sponsor Shares (other than unvested Subject Shares) it holds during the Lock-up Period (i) as a bona fide gift or charitable contribution; (ii) to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of such Person or any other Person with whom such Person has a relationship by blood, marriage or adoption not more remote than first cousin; (iii) by will or intestate succession upon the death of such Person; (iv) pursuant to a qualified domestic order, court order or in connection with a divorce settlement; (v) if such Person is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with such Person, or (B) to partners, limited liability company members or stockholders of such Person, including, for the avoidance of doubt, where such Person is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership; (vi) if such Person is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust; (vii) to the Company's officers, directors or their affiliates; (viii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under subsections (i) through (viii) of this Section 5(b); or (ix) as a pledge of shares of Domesticated Acquiror Common Stock as security or collateral in connection with any borrowing or the incurrence of any indebtedness by such Person; provided, however, that such borrowing or incurrence of indebtedness is secured by a portfolio of assets or equity interests issued by multiple issuers.

(c) Each holder of Sponsor Shares shall be permitted to enter into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act during the applicable Lock-up Period so long as no Transfers of its Sponsor Shares in contravention of this Section 5 are effected prior to the expiration of the applicable Lock-up Period.

(d) Each holder of Sponsor Shares also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of any Sponsor Shares except in compliance with the foregoing restrictions and to the addition of a legend to such Sponsor Shares describing the foregoing restrictions.

(e) Each holder of Sponsor Shares shall retain all of its rights as a stockholder of the Company with respect to any Sponsor Shares (other than unvested Subject Shares) during the Lock-up Period, including the right to vote any Sponsor Shares (other than unvested Subject Shares).

(f) Notwithstanding anything to the contrary in this Agreement, if either (i) any waiver, release, termination, shortening or other amendment or modification to Article II of the Lock-up Agreement occurs which improves the terms of the lock-up set forth therein for any Lock-up Party, or (ii) the Company waives, releases, terminates, shortens, or otherwise amends or modifies the restrictions in Article II of the Lock-up Agreement as to any Lock-up Party (each of the events in (i) or (ii), a "Release"), then the Release shall apply pro rata and on the same terms to the Lock-up of the Sponsor Shares hereunder and the provisions of this Section 5 shall be deemed immediately and automatically waived, released, terminated, shortened, amended or modified, as the case may be, without further action of the Parties. For the avoidance of doubt, the provisions of this Section 5 shall not be deemed waived, released, terminated, shortened, amended or modified if any such waiver, release, termination, shortening, amendment or modification would further obligate or is otherwise adverse to the holders of Sponsor Shares; *provided*, *however*, that in any such circumstances the holders of Sponsor Shares shall be granted equal opportunity to participate in such Release on equal terms to the parties thereto prior to the effectiveness thereof. Prior to any Release, the Company will provide reasonable advance written notice (in no case less than five (5) Business Days) to each holder of Sponsor Shares, indicating that the Company plans to take a specified action with respect to any such Release and setting forth the terms of any such Release.

(g) For so long as this Agreement remains in effect, the Company shall not waive, release, terminate, shorten, or otherwise amend or modify the restrictions on transfer set forth in Section 6.8 of the Bylaws, other than pursuant to the terms thereof, without first obtaining the prior written consent of the Sponsor.

(h) The obligations of holders of Sponsor Shares under this Section 5 are conditioned on the Company entering into the Lock-up Agreement.

(i) Subject to Section 5(h), effective as of the Closing, the Lock-up provisions in this Section 5 shall supersede the lock-up provisions applicable to the Sponsor Shares in Section 7 of that certain letter agreement, dated as of March 15, 2020 (the "Insider Letter"), entered into by the Company, the Sponsor, and certain other parties thereto. Subject to Section 5(h), the Company and the Sponsor agree that effective as of the Closing, the lock-up provisions in Section 7 of the Insider Letter shall be of no further or effect with respect to the Sponsor Shares.

6. Exercise of Sponsor Warrants. If, at any time during the Exercise Period, the Reference Value exceeds $18.00 per share (subject to adjustment in compliance with Section 4 of the Warrant Agreement), and the Company elects to redeem the Public Warrants pursuant to Section 6.1 or Section 6.2 of the Warrant Agreement and notifies holder(s) of Sponsor Warrants of such election and the Redemption Date on or prior to the date that the Company mails a notice of redemption to holders of the Public Warrants, each holder of Sponsor Warrants agrees to exercise all of its Sponsor Warrants for cash or on a "cashless basis" (at such holder's option) on or prior to the Redemption Date; *provided* that there is an effective registration statement covering the issuance of shares of Common Stock issuable upon exercise of the Sponsor Warrants, and a current prospectus relating thereto, available at the time of such exercise.

7. Board Representation.

(a) From the date of this Agreement, the Company and, after the Effective Time, the Surviving Corporation, shall take all Necessary Actions such that:

(i) Immediately following the Effective Time, the Sponsor Designee shall serve as a Class III director of the Company and a director of the Surviving Corporation for a term expiring at the third annual

meeting of stockholders of the Company following the Effective Time (the "First Term"); *provided* that if the Charter shall have been amended to remove the classification of the Board, the Company shall take all Necessary Actions such that the Sponsor Designee shall serve as a director of the Company until the end of the First Term.

(ii) So long as the Sponsor and its Permitted Transferees collectively hold at least 50% of the Sponsor Shares, the Sponsor Designee shall be re-nominated for election as a Class III director of the Company at the third annual meeting of stockholders of the Company following the Effective Time and shall serve as a Class III director of the Company and a director of the Surviving Corporation for a term expiring at the sixth annual meeting of stockholders of the Company following the Effective Time (the "Second Term"); *provided*, that if the Sponsor Designee is not elected to serve as a Class III director of the Company, the Company shall take all Necessary Actions to appoint the Sponsor Designee as a Class III director of the Company, including increasing the size of the Board and appointing the Sponsor Designee to fill the vacancy created by such increase; *provided*, *further*, that if the Charter shall have been amended to remove the classification of the Board, the Company shall take all Necessary Actions such that the Sponsor Designee shall serve as a director of the Company until the end of the Second Term.

(b) The Company agrees not to take, directly or indirectly, any actions that would frustrate, obstruct or otherwise affect the provisions of this Section 7.

(c) The Company agrees that any director serving on the Board pursuant to this Section 7 shall be entitled to the same rights and privileges applicable to all other members of the Board generally or to which all such members of the Board are entitled. In furtherance of the foregoing, the Company shall indemnify, exculpate, and reimburse fees and expenses of such director and provide such director with directors' and officers' liability insurance to the same extent it indemnifies, exculpates, reimburses and provides insurance for the other members of the Board pursuant to the Charter, the Bylaws or other organizational documents of the Company, any indemnification agreement with such director, applicable Law or otherwise; *provided*, that upon removal or resignation of such director for any reason, the Company shall take all actions reasonable necessary to extend such directors' and officers' liability insurance coverage for a period of not less than six (6) years from any such event in respect of any act or omission occurring at or prior to such event.

8. Termination. This Agreement shall automatically terminate, without any notice or other action by any Party, and be void *ab initio* upon the earlier of the termination of the Merger Agreement in accordance with its terms and the liquidation of the Company. Upon termination of this Agreement as provided in the immediately preceding sentence, none of the Parties shall have any further obligations or liabilities under, or with respect to, this Agreement.

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

(a) If to the Sponsor prior to the Closing, or to any holder of Sponsor Shares or Sponsor Warrants after the Effective Time, to:

c/o Reinvent Sponsor Y LLC
215 Park Avenue, Floor 11
New York, NY 10003
Email: contact@reinventcap.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

(b) If to the Company prior to the Closing, or to the Company after the Effective Time, to:

Reinvent Technology Partners Y
215 Park Avenue, Floor 11
New York, NY 10003
Attention: Secretary
Email: contact@reinventtechnologypartners.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

(c) If to Aurora prior to the Closing, or to the Surviving Corporation after the Effective Time, to:

Aurora Innovation, Inc.
280 North Bernardo Avenue
Mountain View, CA 94043
Attention: Legal
Email: legal#@aurora.tech

with copies to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304
Attention: Damien Weiss
Ethan Lutske
Email: dweiss@wsgr.com
elutske@wsgr.com

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

10. Assignment.

(a) Neither this Agreement nor any of the rights, duties, interests or obligations of the Company or the Surviving Corporation hereunder shall be assigned or delegated by the Company or the Surviving Corporation in whole or in part.

(b) This Agreement and the provisions hereof shall inure to the benefit of, shall be enforceable by and shall be binding upon the respective assigns and successors in interest of holders of Sponsor Shares or Sponsor Warrants, including with respect to any of such Person's Sponsor Shares that are transferred to any Permitted Transferee(s) in accordance with the terms of this Agreement.

11. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the Parties and their respective successors and permitted assigns and is not intended, nor shall be construed, to give any Person, other than the Parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever by reason this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties, partners or participants in a joint venture.

12. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

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

14. Entire Agreement. This Agreement and the agreements referenced herein constitute the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among Parties to the extent they relate in any way to the subject matter hereof.

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

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

17. Jurisdiction; Waiver of Jury Trial

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the Parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or Action,

(ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 17.

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

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

19. Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (iv) the term “Section” refers to the specified Section of this Agreement; (v) the word “including” shall mean “including, without limitation”; (vi) the word “or” shall be disjunctive but not exclusive; (vii) references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation; and (viii) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Trading Days are specified.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed as of the day and year first above written.

**REINVENT SPONSOR Y LLC**

By: /s/ Mark Pincus
Name: Mark Pincus
Title: Manager

**REINVENT TECHNOLOGY PARTNERS Y**

By: /s/ Michael Thompson
Name: Michael Thompson
Title: Chief Executive Officer

**AURORA INNOVATION, INC.**

By: /s/ Chris Urmson
Name: Chris Urmson
Title: Chief Executive Officer

**SCHEDULE A**

1. Reinvent Technology SPV II LLC
2. Alyeska and/or its affiliates who hold Acquiror Ordinary Shares
3. Such PIPE investors that both (a) subscribe for shares of Domesticated Acquiror Class A Common Stock after the date of this Agreement and fund such amounts on or prior to the Closing and (b) the Company and Aurora mutually agree in writing should be added to this Schedule A.

**Exhibit 10.4**

***Execution Version***

**CONFIDENTIAL**

## VOTING AND SUPPORT AGREEMENT

This Voting and Support Agreement (this "Agreement"), dated as of July 14, 2021, is entered into by and among Reinvent Technology Partners Y, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation prior to the Closing) ("Acquiror"), RTPY Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror ("Merger Sub"), and the stockholder party hereto (the "Stockholder"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

## RECITALS

WHEREAS, on July 14, 2021, Acquiror, Merger Sub and Aurora Innovation, Inc., a Delaware corporation (the "Company"), entered into that certain Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"), pursuant to which, among other things (and subject to the terms and conditions set forth therein), Merger Sub will merge with and into the Company, the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation and a wholly owned subsidiary of Acquiror (the "Merger"); and

WHEREAS, as of the date hereof, the Stockholder is the record and "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act")) of and is entitled to dispose of and vote the number of shares of Company Common Stock or Company Preferred Stock (collectively, "Company Stock") as set forth opposite the Stockholder's name on Schedule A hereto (the "Owned Shares" and, together with any additional shares of Company Stock (or any securities convertible into or exercisable or exchangeable for Company Stock) (x) in which the Stockholder acquires record and beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, or (y) which the Stockholder acquires the right to vote or shares in the voting of after the date of this Agreement, collectively, the "Covered Shares").

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Acquiror, Merger Sub and the Stockholder hereby agrees as follows:

1. Binding Effect of Merger Agreement. The Stockholder hereby acknowledges that it has read the merger Agreement and this Agreement and has had the opportunity to consult with its tax and legal advisors. The Stockholder shall be bound by and comply with Sections 6.5 (*Acquisition Proposals*) and 11.12 (*Publicity*) of the Merger Agreement (and any relevant definitions contained in any Sections) as if (a) the Stockholder was an original signatory to the Merger Agreement with respect to such provisions, and (b) each reference to the "Company" contained in Section 6.5 of the Merger Agreement also referred to the Stockholder.

2. Agreement to Vote. Subject to the earlier termination of this Agreement in accordance with Section 5, the Stockholder, in its capacity as a stockholder of the Company, irrevocably and unconditionally agrees that it shall validly execute and deliver to the Company, on (or effective as of) the third (3rd) Business Day following the date

that the Registration Statement is declared effective by the SEC, the written consent in substantially the form attached hereto as Exhibit A (with such modifications as may be mutually agreed by the Company and Acquiror and of which the Stockholder has been notified, provided such modifications are not materially adverse to the Stockholder) approving the Merger Agreement, the Merger, the Pre-Closing Restructuring and the other transactions contemplated by the Merger Agreement in respect of all of the Covered Shares. In addition, prior to the Termination Date (as defined below), the Stockholder, in its capacity as a stockholder of the Company, irrevocably and unconditionally agrees that, at any other meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and in connection with any written consent of stockholders of the Company, the Stockholder shall:

(a) when such meeting is held, appear at such meeting or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Covered Shares owned as of the record date for such meeting (or the date that any written consent is executed by the Stockholder) in favor of the Merger, the Pre-Closing Restructuring, the adoption of the Merger Agreement and any other matters necessary or reasonably requested by the Company for consummation of the Merger and the other transactions contemplated by the Merger Agreement;

(c) vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of the Covered Shares against any Acquisition Proposal and any other action that would reasonably be expected to (i) impede, frustrate, prevent, interfere with, nullify, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, (ii) result in a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Merger Agreement, (iii) result in any of the conditions set forth in Article IX of the Merger Agreement not being fulfilled or (iv) result in a breach of any covenant, representation or warranty or other obligation or agreement of the Stockholder contained in this Agreement;

(d) in any other circumstances upon which a consent or other approval is required under the Company's Governing Documents or the Stockholder Agreements (as defined below) or otherwise sought with respect to the Merger Agreement or the transactions contemplated thereby, vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of the Covered Shares in favor thereof.

3. No Inconsistent Agreements. The Stockholder hereby covenants and agrees that the Stockholder shall not, at any time prior to the Termination Date: (a) enter into any voting agreement or voting trust with respect to any of the Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement; (b) grant a proxy or power of attorney with respect to any of the Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement; or (c) enter into any agreement or undertaking or take any action that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

4. Closing Date Deliverables. On the Closing Date, the Stockholder shall deliver to Acquiror and the Company a duly executed copy of that certain Amended and Restated Registration Rights Agreement in substantially the form attached as Exhibit C to the Merger Agreement and a duly executed copy of that certain Lockup Agreement in substantially the form attached as Exhibit D to the Merger Agreement.

5. Termination.

(a) This Agreement shall terminate upon the earliest of: (i) the Effective Time; (ii) the termination of the Merger Agreement in accordance with its terms; (iii) the time this Agreement is terminated upon the mutual written agreement of Acquiror, Merger Sub and the Stockholder and (iv) the election of the Stockholder in its sole discretion to terminate this Agreement following any amendment, supplement, waiver or other modification of any term or provision of the Merger Agreement without the prior written consent of such Stockholder that materially reduces the consideration payable to such Stockholder pursuant to the Merger Agreement, changes the form of consideration payable to such Stockholder pursuant to the Merger Agreement or materially extends the time following the Effective Time in which payment of the consideration to such Stockholder is payable pursuant to the Merger Agreement (the earliest such date under clause (i), (ii), (iii) and (iv) being referred to herein as the "Termination Date").

(b) Upon termination of this Agreement, no party hereto shall have any further obligations or liabilities under this Agreement;provided, that the provisions set forth in Sections 14 to 24 shall survive the termination of this Agreement; provided, further, that termination of this Agreement shall not relieve any party hereto from any liability for any willful breach (as defined in the Merger Agreement) of this Agreement prior to such termination.

(c) The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Closing or the termination of this Agreement.

6. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Acquiror as to itself as follows:

(a) The Stockholder is the only record and beneficial owner (within the meaning of Rule13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Covered Shares, free and clear of Liens other than as created by (i) this Agreement; (ii) applicable securities Laws; (iii) the Company Governing Documents; and (iv) the Stockholder Agreements (as defined below). As of the date hereof, other than the Owned Shares, the Stockholder does not own beneficially or of record any shares of capital stock of the Company (or any securities convertible into shares of capital stock of the Company) or any interest therein.

(b) The Stockholder, except as provided in this Agreement or in the Stockholder Agreements, (i) has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Covered Shares; (ii) has not entered into any voting agreement or voting trust with respect to any of the Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement; (iii) has not granted a proxy or power of attorney with respect to any of the Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement; and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

(c) If an entity, the Stockholder (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization, and (ii) has all requisite corporate or other power and authority, and has taken all corporate or other action necessary in order, to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. If an individual, the Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform his or her obligations hereunder. This Agreement has been duly executed and delivered by the Stockholder and, assuming due authorization and execution by each other party hereto, constitutes a valid and binding agreement of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into this Agreement on behalf of the Stockholder.

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Stockholder from, or to be given by the Stockholder to, or be made by the Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by the Stockholder of this Agreement or the consummation of the transactions contemplated hereby, other than those set forth as conditions to closing in the Merger Agreement.

(e) The execution, delivery and performance of this Agreement by the Stockholder do not, and the consummation of the transactions contemplated hereby will not, constitute or result in: (i) a breach or violation of, or a default under, the governing documents of the Stockholder, to the extent applicable; (ii) with or without notice, lapse of time or both, a material breach or material violation of, a termination (or right of termination) of or a material default under, the loss of any material benefit under, the creation, modification or acceleration of any obligations under, or the creation of a Lien (other than under this Agreement, the Merger Agreement or any other Ancillary Agreement) on any of the Owned Shares, any Contract to which the Stockholder is a party or by which the Stockholder is bound or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 6(d), under any applicable Law to which the Stockholder is subject; or (iii) any material change in the rights or obligations of any party under any Contract legally binding upon the Stockholder, except, in the case of clause (i), (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Stockholder's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(f) As of the date of this Agreement, there is no action, proceeding or investigation pending against the Stockholder or, to the knowledge of the Stockholder, threatened against the Stockholder that would reasonably be expected to materially impair the ability of the Stockholder to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

(g) The Stockholder is a sophisticated investor and has adequate information concerning the business and financial condition of Acquiror and the Company to make an informed decision regarding this Agreement and the transactions contemplated by the Merger Agreement and has independently and without reliance upon Acquiror or the Company and based on such information as such Stockholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Stockholder acknowledges that Acquiror and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. The Stockholder acknowledges that the agreements contained herein with respect to the Covered Shares held by such Stockholder are irrevocable.

(h) The Stockholder understands and acknowledges that Acquiror (i) entered into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of the Stockholder contained herein and (ii) will continue to fulfill its obligations under the Merger Agreement, subject to the terms and conditions provided therein, in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of the Stockholder contained herein.

(i) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Acquiror or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of the Stockholder, on behalf of the Stockholder.

7. Certain Covenants of the Stockholder. Except in accordance with the terms of this Agreement, the Stockholder hereby covenants and agrees as follows:

(a) Other than as contemplated by the Merger Agreement or the other Ancillary Agreements, the Stockholder hereby agrees not to, directly or indirectly, (i) sell, transfer, pledge, encumber, assign, hedge, swap, convert or otherwise dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise), either voluntarily or involuntarily, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to (collectively, "Transfer"), or enter into any Contract or option with respect to the Transfer of, any of the Covered Shares, or (ii) take any action that would have the effect of preventing the Stockholder from performing its obligations under this Agreement; provided, however, that nothing herein shall prohibit a Transfer (i) to an Affiliate of the Stockholder or, if the Stockholder is an individual, to any member of the Stockholder's immediate family or to a trust, partnership, limited liability company, or other similar estate planning vehicle for the benefit of the Stockholder or any member of the Stockholder's immediate family, (ii) by will, by the laws of intestacy or by other similar operation of law, (iii) to any other Company stockholder and (iv) to a charity or not-for-profit organization (a "Permitted Transfer"); provided, further, that any such Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Acquiror, to assume all of the obligations of the Stockholder under, and be bound by all of the terms of, this Agreement. Any Transfer in violation of this Section 7(a) with respect to the Covered Shares shall be null and void.

(b) The Stockholder hereby authorizes the Company to maintain a copy of this Agreement at either the executive office or the registered office of the Company.

8. Company Related Parties. Notwithstanding anything in this Agreement to the contrary: (i) the Stockholder shall not be responsible for the actions of the Company or the Company Board (or any committee thereof), any Subsidiary of the Company, or any officers, directors (in their capacity as such), employees and professional advisors of any of the foregoing (the "Company Related Parties"); and (ii) the Stockholder makes no representations or warranties with respect to the actions of any of the Company Related Parties.

9. Termination of Certain Agreements. The Company and the Stockholder hereby acknowledge and agree that each of the agreements listed on Schedule B attached hereto (collectively, the "Stockholder Agreements"), shall, contingent upon the approval of the requisite stockholders of the Company and the occurrence of the Closing, terminate and be of no force and effect effective immediately prior to the Effective Time, and each Stockholder hereby agrees to the waiver of any rights thereunder in connection with the transactions contemplated by the Merger Agreement.

10. Further Assurances. From time to time, at Acquiror's request and without further consideration, the Stockholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. The Stockholder further agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any action or claim, derivative or otherwise, against Acquiror, Acquiror's Affiliates, the Sponsor, the Company or any of their respective successors and assigns relating to the negotiation, execution or delivery of this Agreement, the Merger Agreement (including the Per Share Merger Consideration) or the consummation of the transactions contemplated hereby and thereby.

11. Disclosure. Each Stockholder hereby authorizes the Company and Acquiror to publish and disclose in any announcement or disclosure required by applicable securities Laws or the SEC or any other securities authorities or any other documents or communications provided by Acquiror or the Company to any Governmental Authority or to securityholders of Acquiror, the Stockholder's identity and ownership of the Covered Shares and the nature of the Stockholder's obligations under this Agreement; provided, that prior to any

such publication or disclosure the Company and Acquiror have provided the Stockholder with an opportunity to review and comment upon such announcement or disclosure, which comments the Company and Acquiror will consider in good faith. The Stockholder will promptly provide any information reasonably requested by Acquiror or the Company for any regulatory application or filing made or approval sought in connection with the transactions contemplated by the Merger Agreement (including filings with the SEC).

12. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all the stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

13. Amendment and Modification. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by all parties to this Agreement in the same manner as this Agreement and which makes reference to this Agreement.

14. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

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

if to a Stockholder, to the address or addresses listed on Schedule A hereto,

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

Wilson Sonsini Goodrich & Rosati, P.C.
139 Townsend Street, Suite 150
San Francisco, CA 94107
Attention: Damien Weiss
E-mail: dweiss@wsgr.com

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

Wilson Sonsini Goodrich & Rosati, P.C.
One Market Plaza, Spear Tower, Suite 3300
San Francisco, CA 94105
Attention: Ethan Lutske
E-mail: elutske@wsgr.com

if to Acquiror or Merger Sub:

Reinvent Technology Partners Y
215 Park Avenue, Floor 11
New York, NY 10003
Attention: Secretary
Email: contact@reinventtechnologypartners.com

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

16. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Acquiror any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares of the Stockholder. All rights, ownership and economic benefits of and relating to the Covered Shares of the Stockholder shall remain fully vested in and belong to the Stockholder, and Acquiror shall have no authority to direct the Stockholder in the voting or disposition of any of the Stockholder's Covered Shares, except as otherwise provided herein.

17. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement among the parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between, or have been relied on by, the parties except as expressly set forth or referenced in this Agreement and the Merger Agreement.

18. No Third-Party Beneficiaries. Each Stockholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror and Merger Sub in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto; provided, that the Company shall be an express third party beneficiary with respect toSections 7 to 8.

19. Governing Law and Venue; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(b) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 19.

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

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

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

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

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

24. Interpretation and Construction.

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

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

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

25. Capacity as a Stockholder. Notwithstanding anything herein to the contrary, each Stockholder signs this Agreement solely in the Stockholder's capacity as a stockholder of the Company, and not in any other capacity (including as an officer or director of the Company) and this Agreement shall not limit or otherwise affect the actions of the Stockholder (or any affiliate, employee or designee of the Stockholder) in his or her capacity, if applicable, as an officer or director of the Company or any other Person.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

REINVENT TECHNOLOGY PARTNERS Y

By: _____
Name:
Title:

RTPY MERGER SUB INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

[STOCKHOLDER]

_____

**Schedule A**

**Stockholder Information**

| Stockholder Name | Physical Address for Notice | Email Address for Notice | Class/Series of Company Stock | Number of Shares |
|---|---|---|---|---|

**Schedule B**

**Stockholder Agreements**

1. Amended and Restated Voting Agreement, dated as of January 19, 2021, as amended, by and among the Company and other parties thereto.

2. Amended and Restated Investors' Rights Agreement, dated as of January 19, 2021, as amended, by and among the Company and the other parties thereto.

3. Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of January 19, 2021, as amended, by and among the Company and other parties thereto.

**Exhibit A**

**Form of Written Consent**

**Exhibit 99.1**

**In Major Step Toward Commercializing Self-Driving Technology, Aurora to Become a Public Company by Merging with Reinvent Technology Partners Y**

*Aurora expected to have $2.5 billion in cash at closing, raising nearly $2 billion from the transaction including a committed PIPE of $1 billion at a pre-transaction equity value of $11 billion*

*Next-generation self-driving technology and strategic partnerships across the transportation industry position Aurora to address the massive transportation market*

*Aurora is expected to launch its first autonomous product at the end of 2023*

*Positioned to capture both the trucking and passenger mobility market, Aurora is partnered with PACCAR, Volvo Group, Uber, and Toyota*

*Volvo Group, PACCAR, and Uber are also committed investors in PIPE*

*Up to four-year lock-up and price-based vesting on Reinvent's founder shares and four-year lock-up for Aurora founders, directors, and certain material shareholders ensures long-term alignment*

PITTSBURGH – July 15, 2021 – Aurora, the self-driving technology company, has entered into a definitive business combination agreement with Reinvent Technology Partners Y ("Reinvent") (NASDAQ: RTPY), a special purpose acquisition company with the sponsor team that takes a "venture capital at scale" approach to investing. Upon closing of the proposed transaction, the combined company will be named Aurora Innovation, Inc. and be publicly traded, with its common stock expected to be listed on Nasdaq with the ticker symbol AUR.

Investors and Aurora partners have committed $1 billion in a PIPE and the proposed transaction represents an equity value of $11 billion for Aurora. Investors in the PIPE include Baillie Gifford, funds and accounts managed by Counterpoint Global (Morgan Stanley), funds and accounts advised by T. Rowe Price Associates, Inc., PRIMECAP Management Company, Reinvent Capital, XN, Fidelity Management and Research LLC, Canada Pension Plan Investment Board, Index Ventures, and Sequoia Capital, as well as strategic investments from Uber, PACCAR, and Volvo Group.

**Leadership with Unparalleled Self-Driving Experience**

Founded in 2017 by self-driving luminaries Sterling Anderson, Drew Bagnell, and Chris Urmson, Aurora is on a mission to deliver the benefits of self-driving technology safely, quickly, and broadly. Led by a management team with deep technical and industry experience, the approximately 1,600 Aurora employees are developing next-generation technology and building the business to bring it to market at scale.

“Our goal at Aurora is to make the movement of goods and people more equitable, productive, dependable, and—crucially—much safer than it is today,” said Chris Urmson, Co-Founder and Chief Executive Officer of Aurora. “By combining with Reinvent and with this incredible group of investors, we are even closer to deploying self-driving vehicles and delivering the benefits this technology offers the world.”

“We believe Aurora will be the first to commercialize self-driving technology at scale for the U.S. trucking and passenger transportation markets based on its industry-leading team, technology and partnerships,” said Mark Pincus, Co-Founder and Director of Reinvent Technology Partners Y.

**Next-Generation Technology Built for Scale**

The Aurora Driver is being developed as an L4 autonomous driver system that’s designed to power multiple vehicle types, from passenger sedans to Class 8 trucks, to move safely and efficiently through the world without a human driver. Aurora’s industry-defining technology was developed to accelerate progress toward the wide-scale deployment of the Aurora Driver. Aurora’s technical investments across the self-driving stack are extensive, and include for example, its holistically designed and deeply integrated hardware and software, including its long-range, multi-modal sensing suite with FirstLight Lidar. Other examples include its robust Virtual Testing Suite, next-generation approaches to perception and decision-making, and its HD mapping system, the Aurora Atlas.

**Rapid Market Entry with Strategic Partnerships**

Aurora expects to launch first in trucking, a $700 billion market with attractive unit economics, in late 2023. Leveraging the self-driving capabilities matured in trucking, Aurora is expecting to rapidly expand into adjacent verticals including last-mile delivery and ride-hailing.

Delivered as a service, and built for scale, the Aurora Driver is positioned to address the industry’s most compelling opportunities in the enormous $9.4 trillion global trucking, last-mile delivery, and ride-hailing market. Aurora is working to increase access to transportation, increase the speed and efficiency of moving goods, and make the movement of goods and people safer.

Aurora’s truck manufacturing partners, Volvo Group (which includes Volvo Autonomous Solutions) and PACCAR (which includes the Peterbilt and Kenworth brands) collectively represent approximately 50 percent of the Class 8 trucks sold in the U.S. market. As long-term committed partners, Volvo and PACCAR will help accelerate the development, validation, and deployment of self-driving trucks. Aurora is also expected to scale rapidly in passenger mobility with the support of Toyota, the world’s #1 OEM supplier, and Uber, the largest ride-hailing network globally by market-cap.

**Maximizing Alignment, Transaction Agreement Includes Up to Four YearLock-up**

Reinvent believes in structuring its transactions to ensure long-term alignment with the companies in which it invests. Consistent with this approach, Reinvent and Aurora have agreed to a lock-up on founder shares held by Reinvent’s sponsor and its directors for up to four years. Certain major stockholders, key executives and board members of Aurora have agreed to a similar lock-up on their shares and priced-based vesting for Reinvent sponsor shares.

The proposed transaction has been unanimously approved by the transaction committee of Reinvent and the board of directors of Aurora. Reinvent formed the transaction committee, consisting of all of the members of its board of directors other than Karen Francis, to evaluate and make any decision on behalf of the full board of directors with respect to a proposed transaction with Aurora. Ms. Francis, who is also a director of TuSimple, is not a member of the transaction committee, was not permitted to attend any sessions of the transaction committee, and has recused herself from discussions of Reinvent's board of directors about the proposed transaction and voting on matters related to the proposed transaction. Reid Hoffman, LinkedIn Co-Founder, a non-voting observer on Reinvent's board of directors and a member of Aurora's board of directors, is not a member of the transaction committee, was not permitted to attend any sessions of the transaction committee, and has recused himself from discussions and decisions of Reinvent's board about the proposed transaction. Mr. Hoffman also recused himself from discussions of Aurora's board of directors and management about the proposed transaction and from voting on matters related to the proposed transaction.

The proposed transaction is expected to close in the second half of 2021, subject to the satisfaction of customary closing conditions, including the approval of shareholders of Reinvent and the stockholders of Aurora. Following the closing of the proposed transaction, Aurora expects that Mr. Hoffman will remain a member of its board of directors.

The pro forma implied market capitalization of the combined company is $13 billion, at the $10.00 per share PIPE subscription price and assuming no public shareholders of Reinvent exercise their redemption rights. The combined company is expected to have approximately $2.5 billion in cash at closing, including up to approximately $977.5 million of cash held in Reinvent's trust account from its initial public offering which closed on March 18, 2021, assuming no public shareholders of Reinvent exercise their redemption rights. The proposed transaction is also supported by $1 billion PIPE at $10 per share. Investors include funds and accounts managed by Counterpoint Global (Morgan Stanley), PRIMECAP Management Company and XN, Baillie Gifford, funds and accounts advised by T. Rowe Price Associates, Inc., Fidelity Management & Research Company LLC, Canada Pension Plan Investment Board, Reinvent Capital, Index Ventures, Sequoia Capital, Uber, PACCAR, and Volvo Group.

Existing Aurora stockholders are expected to own approximately 84 percent of the pro forma combined company following the close of the proposed transaction.

Additional information about the proposed transaction, including a copy of the merger agreement and investor presentation, has been provided in a Current Report on Form 8-K filed by Reinvent today with the Securities and Exchange Commission (SEC) and available atwww.sec.gov. In addition, Reinvent intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement/prospectus, and will file other documents regarding the proposed transaction with the SEC.

**Advisors**

Allen & Company LLC is serving as financial advisor to Aurora and Wilson Sonsini Goodrich & Rosati, P.C. is acting as its legal counsel. Goldman Sachs & Co. LLC is acting as exclusive financial advisor to Reinvent and as the sole placement agent on the PIPE transaction, and Skadden, Arps, Slate, Meagher & Flom LLP is serving as legal counsel to Reinvent. Sullivan & Cromwell LLP served as legal counsel to the placement agent. Houlihan Lokey Capital, Inc. is serving as financial advisor to the Reinvent transaction committee.

**Fireside Chat, Webcast and Presentation Information**

Chris Urmson, Sterling Anderson, Co-Founder and Chief Product Officer of Aurora, Mark Pincus and Michael Thompson, CEO and CFO of Reinvent will host a fireside chat with former Fast Company editor Bob Safian to discuss the proposed transaction July 15, 2021, at 11:00 am. ET / 8:00 a.m. PT. A webcast of the fireside chat, along with a detailed investor presentation, will be available at aurora.tech/ir.

A replay will be available and can be accessed via the webcast link found in the investor relations section of the Aurora website. The investor presentation will be available on the Aurora website at aurora.tech/ir and at https://y.reinventtechnologypartners.com/investor-relations. Additionally, Reinvent will file the investor presentation with the SEC as an exhibit to a Current Report on Form 8-K, which is available on the SEC's website at www.sec.gov.

**About Aurora**

Founded in 2017 by experts in the self-driving industry, Aurora is on a mission to deliver the benefits of self-driving technology safely, quickly, and broadly. To move both people and goods, the company is building the Aurora Driver, a platform that brings together software, hardware and data services to autonomously operate passenger vehicles, light commercial vehicles, and heavy-duty trucks. Aurora is backed by Sequoia Capital, Baillie Gifford, funds and accounts advised by T. Rowe Price Associates, among others, and is partnered with industry leaders including Toyota, Uber, Volvo, and PACCAR. Aurora tests its vehicles in the Bay Area, Pittsburgh, and Dallas. The company has offices in those areas as well as in Bozeman, MT; Seattle, WA; Louisville, CO; and Wixom, MI. To learn more, visit www.aurora.tech.

**About Reinvent Technology Partners Y**

Reinvent Technology Partners Y is a special purpose acquisition company led by Mark Pincus, Michael Thompson, and Reid Hoffman. Reinvent Technology Partners Y was formed to support a technology business to innovate and achieve entrepreneurship at scale by leveraging its team's operating experience as founders of iconic technology companies, their experience building companies as advisors and board members, and the capital raised in its initial public offering.

**Cautionary Statement Regarding Forward-Looking Statements**

This press release contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transaction between Reinvent and Aurora. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "continue," "likely," and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this press release, including but not limited to: (i) the risk that the proposed transaction may not be completed in a timely manner or at all, which may adversely affect the price of Reinvent's securities, (ii) the risk that the proposed transaction may not be completed by Reinvent's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by Reinvent, (iii) the failure to satisfy the conditions to the consummation of the proposed transaction, including the adoption of the Agreement and Plan of Merger, dated as of July 14, 2021 (the "Merger Agreement"), by and among Reinvent, Aurora and Reinvent Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of

Reinvent, by the shareholders of Reinvent, the satisfaction of the minimum cash condition following redemptions by Reinvent's public shareholders and the receipt of certain governmental and regulatory approvals, (iv) the inability to complete the PIPE investment in connection with the proposed transaction, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, (vi) the effect of the announcement or pendency of the proposed transaction on Aurora's business relationships, operating results and business generally, (vii) risks that the proposed transaction disrupts current plans and operations of Aurora and potential difficulties in Aurora employee retention as a result of the proposed transaction, (viii) the outcome of any legal proceedings or other disputes that may be instituted against Aurora or against Reinvent related to the Merger Agreement or the proposed transaction or otherwise, (ix) the ability to maintain the listing of Reinvent's securities on a national securities exchange, (x) the price of Reinvent's securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which Reinvent plans to operate or Aurora operates, variations in operating performance across competitors, changes in laws and regulations affecting Reinvent's or Aurora's business and changes in the combined capital structure, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities, and (xii) the risk of downturns and a changing regulatory landscape in the highly competitive self-driving industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Reinvent's registration statement on Form S-1 (File No. 333-253075), its Quarterly Report on Form 10-Q for the period ended March 31, 2021, the registration statement on Form S-4 discussed below and other documents filed by Reinvent from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Reinvent and Aurora assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither Reinvent nor Aurora gives any assurance that either Reinvent or Aurora or the combined company will achieve its expectations.

**Additional Information and Where to Find It**

This Press Release relates to a proposed transaction between Reinvent and Aurora. This Press Release is not a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction and does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Reinvent intends to file a registration statement on Form S-4 with the SEC, which will include a preliminary prospectus and proxy statement of Reinvent, referred to as a proxy statement/prospectus. A final proxy statement/prospectus will be sent to all Reinvent shareholders. Reinvent also will file other documents regarding the proposed transaction with the SEC. **Before making any voting or investment decision, investors and security holders of Reinvent are urged to read the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction because they will contain important information about the proposed transaction.**

Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by Reinvent through the website maintained by the SEC at www.sec.gov.

The documents filed by Reinvent with the SEC also may be obtained free of charge at Reinvent's website at https://y.reinventtechnologypartners.com or upon written request to 215 Park Avenue, Floor 11 New York, NY.

**Participants in the Solicitation**

Reinvent and Aurora and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Reinvent's shareholders in connection with the proposed transaction. A list of the names of the directors and executive officers of Reinvent and Aurora and information regarding their interests in the business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.

**Aurora Contact:**
Khobi Brooklyn
press@aurora.tech
Aurora b-roll: aurora.tech/press

**Reinvent Contacts:**
Scott Bisang / Tim Ragones / Adam Pollack
Joele Frank, Wilkinson Brimmer Katcher (for Reinvent Technology Partners Y)
212-355-4449

**Exhibit 99.2**


Aurora
*Computer-rendered imagery provided for illustrative purposes only

**DISCLAIMER**

This presentation (the "Presentation") is being made in connection with a potential offering and transaction (the "Business Combination") between Aurora Innovation, Inc. ("Aurora") and Reinvent Technology Partners Y ("Reinvent").

**Confidentiality**
The information in this Presentation is highly confidential and is being provided to you solely in your capacity as a potential investor in Reinvent in connection with the potential Business Combination. The distribution of this Presentation by an authorized recipient to any other person is unauthorized. Any photocopying, disclosure, reproduction or alteration of the contents of this Presentation and any forwarding of a copy of this Presentation or any portion of this Presentation to any person is prohibited. The recipient of this Presentation and its directors, partners, officers, employees, attorney(s), agents and representatives ("recipient") shall keep this Presentation and its contents confidential, shall not use this Presentation and its contents for any purpose other than as expressly authorized by Aurora and Reinvent and shall be required to return or destroy all copies of this Presentation or portions thereof in its possession promptly following request for the return or destruction of such copies. By accepting delivery of this Presentation, the recipient is deemed to agree to the foregoing confidentiality requirements.

**No Offer or Solicitation**
This Presentation and any statements made in connection with this Presentation are for informational purposes only and are neither offers to sell or purchase, nor solicitations of an offer to sell, buy or subscribe for any securities in any jurisdiction, nor are they solicitations of any vote relating to the potential Business Combination or otherwise in any jurisdiction, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation.

**No Representations and Warranties**
This Presentation has been prepared to assist interested parties in making their own evaluation with respect to a potential investment in Reinvent relating to the potential Business Combination and for no other purpose. The recipient acknowledges and agrees that the information contained in this Presentation is preliminary in nature and is subject to change, and any such changes may be material. Aurora and Reinvent assume no obligation to update or keep current the information contained in this Presentation, to remove any outdated information or to expressly mark it as being outdated. No securities commission or securities regulatory authority or other regulatory body or authority in the United States or any other jurisdiction has in any way passed upon the merits of, or the accuracy and adequacy of, any of the information contained in this Presentation. This Presentation does not purport to contain all of the information that may be required to evaluate an investment relating to the potential Business Combination, and any recipient should conduct its own independent analysis of Aurora and Reinvent and the data contained or referred to in this Presentation.

The recipient agrees and acknowledges that this Presentation is not intended to form the basis of any investment decision by the recipient and does not constitute legal, accounting, business or tax advice and recipient should consult its own professional advisors as to the legal, accounting, business, tax, financial and other matters contained herein. No representation or warranty, express or implied, is or will be given by Aurora or Reinvent or any of their respective affiliates, directors, officers, employees or advisers or any other person as to the accuracy or completeness of the information in this Presentation (including as to the accuracy or reasonableness of statements, estimates, targets, projections, assumptions or judgments) or any other written, oral or other communications transmitted or otherwise made available to any party in the course of its evaluation of the potential Business Combination. Accordingly, none of Aurora, Reinvent or any of their respective affiliates, directors, officers, employees, or advisers or any other person shall be responsible or liable whatsoever for any direct, indirect, or consequential loss or damages suffered by any person as a result of relying on any statement in, or omission from, this Presentation and any such liability is expressly disclaimed.

**Forward-Looking Statements**
This communication contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about forecasted future financial and operating results, plans, objectives, expectations and intentions with respect to future operations, products and services and other statements identified by words such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "forecast," "believe," "intend," "plan," "projection," "outlook," "budget," "may," "will," "could," "should," "predicts," "potential," "continue" or words of similar meaning. These forward-looking statements include, but are not limited to, statements regarding Aurora's industry and market size, future opportunities for Aurora's business and its estimated future results, and regarding the potential Business Combination, including implied enterprise value, the expected post-closing ownership structure and the likelihood and ability of the parties to successfully consummate the potential Business Combination. Such forward-looking statements are based upon the current beliefs and expectations of the management of each of Aurora and Reinvent and are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and generally beyond the control of the parties. Actual results and the timing of events may differ materially from the results anticipated in these forward-looking statements and consequently, you should not rely on these forward-looking statements as predictions of future events.

**DISCLAIMER**

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**Forecast and Illustrative Scenarios**
This Presentation contains information with respect to Aurora's projected results. This forecast is based on currently available information and Aurora estimates. None of Reinvent, Aurora nor any independent auditors have audited, or performed any procedures with respect to any information for the purpose of its inclusion in this Presentation, and accordingly, none of them express an opinion or provided any other form of assurance with respect thereto for the purpose of this Presentation. These projections are for illustrative purposes only and should not be relied upon as being necessarily indicative of future results. Aurora does not undertake any commitment to update or revise any such information, whether as a result of new information, future events or otherwise. The assumptions and estimates underlying the above-referenced information are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in such information. While all financial projections, estimates and targets are necessarily speculative, Aurora and Reinvent believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection, estimate or target extends from the date of preparation. Inclusion of the prospective financial information in this Presentation should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

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**Conflicts of Interest**
Reid Hoffman and Ian Smith are members of Aurora's board of directors. Mr. Hoffman is also a co-founder and board observer of Reinvent and holds shares and warrants of Reinvent. Mr. Smith is also a managing director at Allen & Co., one of Aurora's financial advisors who will receive a fee in connection with the closing of the Business Combination. Allen & Co., Mr. Smith and other employees of Allen & Co. also hold shares of Aurora and Allen & Co. has committed to invest $10 million in connection with the PIPE transaction described elsewhere in this presentation.

**DISCLAIMER**

**Certain Financial Measures**
This Presentation includes certain non-GAAP financial measures that Aurora's management uses to evaluate Aurora's operations, measure its performance and make strategic decisions. EBITDA and Free Cash Flow are non-GAAP financial measures. EBITDA is defined as net income (loss), the most directly comparable financial measure calculated in accordance with GAAP, adjusted to exclude (i) provision for income taxes, (ii) interest income and expense, and (iii) depreciation and amortization expense. EBITDA is a performance measure that we use to assess our operating performance and the operating leverage in our business. Free Cash Flow is defined as net cash provided by operating activities, the most directly comparable financial measure calculated in accordance with GAAP, less purchases of property and equipment. We believe that free cash flow is a meaningful indicator of liquidity to management and investors that provides information about the amount of cash generated from our operations that, after the investments in property and equipment, can be used for strategic initiatives.

Aurora and Reinvent believe that EBITDA and Free Cash Flow provide useful information to investors and others in understanding and evaluating Aurora's operating results in the same manner as management. However, EBITDA and Free Cash Flow are not financial measures calculated in accordance with GAAP and should not be considered as a substitute for or superior to net income, operating profit, or any other operating performance measure or net cash provided in operations, which are calculated in accordance with GAAP. Using any such financial measure to analyze Aurora's business would have material limitations because the calculations are based on the subjective determination of management regarding the nature and classification of events and circumstances that investors may find significant and because they exclude significant expenses that are required by GAAP to be recorded in Aurora's financial measures. In addition, although other companies in Aurora's industry may report measures titled EBITDA, Free Cash Flow or similar measures, such financial measures may be calculated differently from how Aurora calculates such financial measures, which reduces their overall usefulness as comparative measures. Additionally, to the extent that forward-looking non-GAAP financial measures are provided, they are presented on a non-GAAP basis without reconciliations of such forward-looking non-GAAP measures due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliations. Because of these limitations, you should consider EBITDA and Free Cash Flow alongside other financial performance measures, including net income, net cash flow from operations and other financial results presented in accordance with applicable accounting standards.

**Changes and Additional Information in Connection with SEC Filing**
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**Participation in Solicitation**
Aurora and Reinvent and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of Reinvent's shareholders in connection with the proposed Business Combination. Investors and security holders of Reinvent and Aurora are urged to read the proxy statement/prospectus and other relevant documents that will be filed with the SEC in their entirety when they become available because they will contain important information about the proposed Business Combination.

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Aurora
Delivering the benefits of self-driving technology
safely, quickly, and broadly
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5

# Today's Presenters

**Chris Urmson**
Co-founder & Chief Executive Officer

Aurora

**Sterling Anderson**
Co-founder & Chief Product Officer

Aurora

**Michael Thompson**
CEO & CFO Reinvent

Reinvent
TECHNOLOGY
PARTNERS

# Together, we believe Reinvent and Aurora will transform transportation

## Reinvent

- ✓ We invest in world-class founders
- ✓ We invest in markets where we have expertise and believe we can add value
- ✓ We invest in innovation-driven companies that create long term value
- ✓ We look for business models that benefit from sustained and defensible network effects at scale

## Aurora

- ✓ Visionary founding team with unmatched industry and technical expertise
- ✓ Massive autonomous transportation market with significant growth potential
- ✓ Market-leading technology to enable products and services that transform the industry and impact people's lives
- ✓ Strong unit economics and attractive margin profile

# Transaction Summary

## Transaction structure[1]

- Aurora and Reinvent are partnering to transform the future of transportation
- Founder shares are structured to create long-term alignment

## Valuation

- Transaction implies a fully diluted pro forma enterprise value of $10.6B
  - 5.3x 2027E Revenue
- Existing Aurora shareholders to retain 84% of the pro forma equity

## Capital structure

- The transaction will be targeting ~$1.9B of net proceeds through a combination of RTPY cash in trust and proceeds from the PIPE transaction
- Cash at closing is expected to be ~$2.5B, including Aurora cash on balance sheet, and will focus on funding development and commercialization



[1] See "Transaction Overview" slide for additional detail

# De-SPAC structure aligns interests for the long-term

### One Board seat

Designated for Reinvent

### Price-based vesting

75% of Reinvent founder shares subject to price-based vesting

Triggers of $15.00, $17.50, and $20.00 per share on Reinvent founder shares

### Lock-up arrangements

Up to a four year lock-up on Reinvent founder shares in addition to price-based vesting

Aurora directors, executive officers and founders, and certain material existing investors subject to four year lock-up arrangements substantially similar to the Reinvent founder shares

All other Aurora shareholders subject to a 6 month lock-up

### At least $1 billion PIPE investment[1]

A Reinvent special purpose vehicle, which Reid Hoffman, Mark Pincus, and Michael Thompson will participate in, will contribute $75mm towards the PIPE

Strong alignment for Aurora & Reinvent to drive significant long-term value for shareholders




[1] Subject to potential upsize


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10

# Why Aurora is positioned to win

## Aurora's approach defines self-driving 2.0

- **Led by a management team with deep technical and industry experience**
  - Architecting best-in-class technology, a highly-scalable solution and optimal path to commercialization to deliver self-driving
- **A differentiated go-to-market strategy that enables rapid and efficient entry to multiple verticals**
  - Building a strong, scalable product and revenue base that starts with trucking and follows with entry into ride-hailing
- **Strong, strategic partnerships accelerate commercialization**
  - Aligned commitment and focus support the launch and scale of trucking and ridesharing products
- **Driver as a Service model creates attractive unit economics**
  - Asset-light nature leads to significant operating leverage and best-in-class margins

We expect this transaction will fund Aurora through commercialization of the Aurora Driver

# The Aurora Driver enables the digitalization of transportation

# Delivering the benefits of self-driving technology safely, quickly, and broadly

## Increase safety

Every hour **154 people lose their lives**[1] on the world's roads

## Transform logistics

In the U.S., **trucking accounts for 300B miles annually & 65% of total goods**[3] movement

## Expand access

**25.5 million people**[2] with a disability in the U.S. have difficulty traveling outside of the home

## Improve lives

The average driver spends **54 minutes**[4] **each work day commuting**—the equivalent of 10 days a year

SOURCES: [1] 1.35m people die per year in road fatalities (WHO 2018) https://www.who.int/violence_injury_prevention/road_safety_status/2018/en/external icon [2] In the 2017 NHTS, an estimated 25.5 million people report having disabilities that make traveling outside the home difficult. (3-20, USDOT Transportation Statistics Annual Report 2018). [3] Trucks moved 65% of Goods by weight in 2017 (https://www.bts.gov/topics/freight-transportation/freight-shipments-mode) [4] 27min one-way commute (US Census Bureau, 2018)

# Aurora expects to address the entirety of an enormous transportation market

**$700bn**
Trucking market (US)[1]

▶

**$4tn**
Global[4]

**$35bn**
Ride-hailing market (US)[2]

▶

**$1tn / $5tn**
Personal mobility TAM (US / Global)[5]

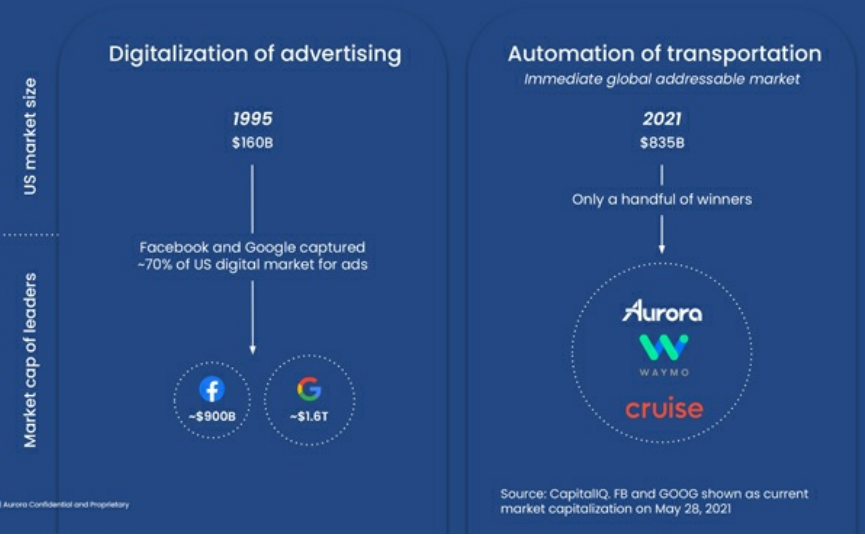
**$100bn**
Local goods delivery market (US)[3]

▶

**$400bn**
Global[6]

SOURCES: [1] A.T. Kearney State of Logistics, 2020. [2] Public filings of ride-hailing companies. [3] Pitney Bowes, Parcel Shipping Index Report; analysis of public filings from e-delivery companies. [4] Armstrong & Associates, Global Third Party Logistics, 2019. [5] RAND, The Future of Driving in Developing Countries; Autocosts.info World Statistics; AAA, Your Driving Costs; IRS; Bureau of Transportation Statistics, Household Spending Survey, 2019. [6] Derived from US share of global GDP

# The automation of transportation is analogous to the digitalization of advertising




Source: CapitalIQ. FB and GOOG shown as current market capitalization on May 28, 2021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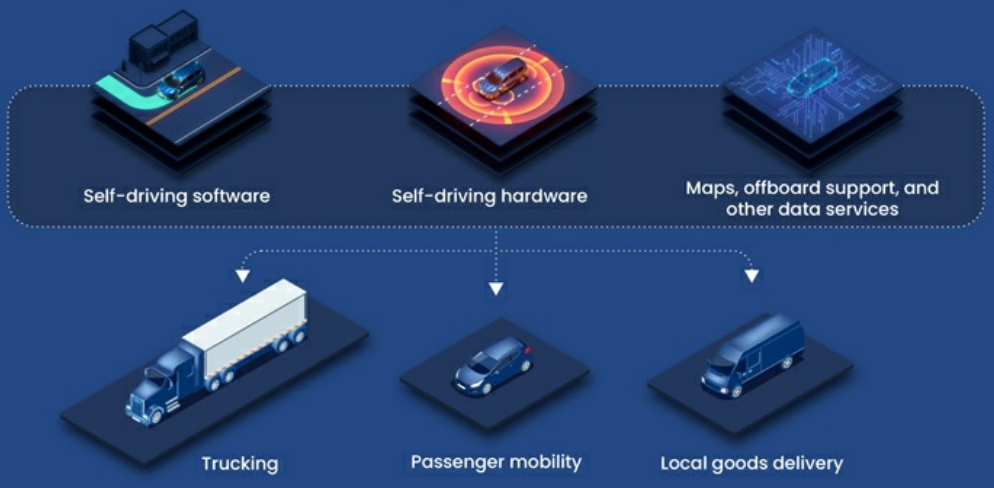
# The Aurora Driver is a common platform across transportation verticals



# The Aurora Driver is set up to be delivered as a service and monetized on a usage basis

The Driver as a Service business model enables:

**Focused development**

**Rapid scaling through partnerships**

**High-margin revenue**

projected ~80% gross profit margins and ~60% projected EBITDA margins over the long-term


The Optimal Path to Market
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# Aurora's differentiated market entry sequence starts in trucking

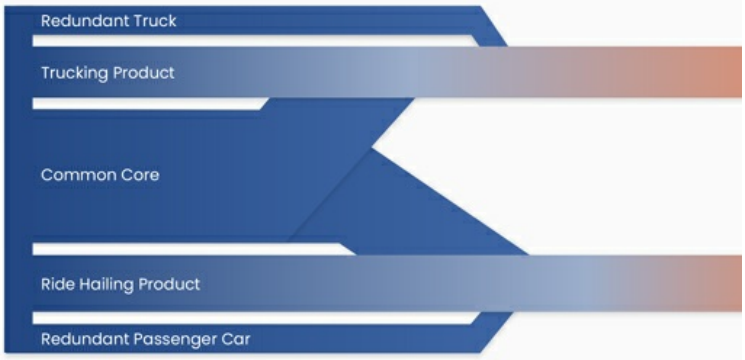
| | Trucking  | Passenger mobility  | Local goods delivery  |
|---|---|---|---|
| US market revenue today | $700bn[1] | $35bn ride-hail[2] | $100bn[3] |
| Value proposition for self-driving | Increased vehicle operating hours, driver access, network uptime/efficiency, and safety | Increased vehicle operating hours, driver access, network uptime/efficiency, and safety | Increased driver access and safety |
| Technical considerations | Infeasible without long-range, multi-modal perception<br>Little need for ride comfort<br>Heavy technology reuse on consistent, high-volume routes | Drafts on truck technology<br>Emphasizes ride comfort and human interaction<br>Leads trucking in road complexity | Benefits from trucking and passenger development |
| Selected partners | PACCAR, VOLVO | Uber, TOYOTA, VOLVO | |

SOURCES: [1] A.T. Kearney State of Logistics, 2020. [2] Derived from public filings of ride-hailing companies. [3] Pitney Bowes, Parcel Shipping Index Report; analysis of public filings from e-delivery companies.

*Select partners referenced

# The common core of the Aurora Driver facilitates efficient development and rapid adaptation to trucking and ride-hailing

- The Aurora Driver's common core requires only minor adaptations for different vehicles and use cases
- Trucking is the "tip of the spear", enabling Aurora to rapidly and efficiently move into adjacent verticals



# Development, launch, and scale of the Aurora Driver is expected to happen in five phases

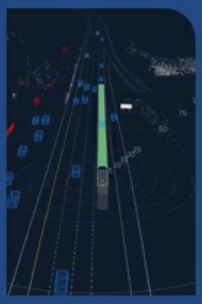
**Phase I**
Lay the foundation
(2017-2020)

**Phase II**
Develop & refine
(2021-2022)

**Phase III**
Validate
(Truck: 2022-2023)
(Rides: 2023-2024)

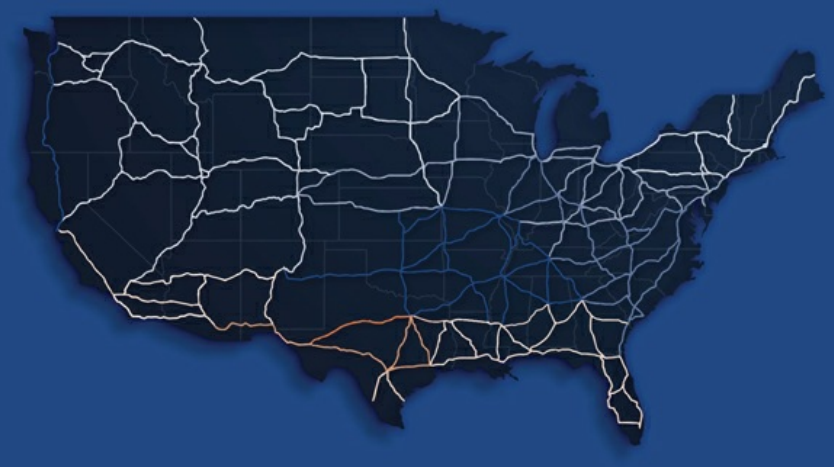
**Phase IV**
Launch
(Truck: 2023-2024)
(Rides: 2024-2025)

**Phase V**
Expand
(Truck: 2024+)
(Rides: 2025+)


Aurora expects ~$2.5B of cash at closing that we believe will fund product development and deployment through Launch

# Aurora's trucking product is expected to expand across the continental US over eight years



Illustrative lane expansion given commercial, technical, and regulatory considerations

- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030


Industry-Leading
Partnerships
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# Aurora's partnerships accelerate the commercialization of the Aurora Driver





*Select partners referenced

# The Aurora Driver can create immense value for trucking partners


## Speed up service and supply chains

- The Aurora Driver can operate **24 hours/day** vs a traditional truck's 11
- Moving a load from LA to Houston drops from **2+ days to a single day**
- Can reach **entire US within a day** with only **2-3** distribution centers[1]

## Alleviate driver shortage

- **60,000+ driver shortage** set to rise to 160,000 by 2028[2]
- **Aging workforce** as fewer enter a difficult job, with 54% of truckers above 45 years old in 2020, compared with 31% in 1994[3]
- **92% turnover** for large truckload for-hire carriers[4]

## Increase safety

- **Half a million US large truck crashes** are reported each year[5]
- Truck Drivers had the **most fatalities of any occupation group in 2018**[6]
- Human factors like recklessness, fatigue and distraction are attributed to **94% of crashes**[7]

## Improve energy efficiency

- **>10% fuel and emissions reduction potential** through eco-driving, off-peak deployment, and capping peak speeds[8]

## Optimize vehicle utilization and design

- Maximum, near **24 hour** utilization potential without Hours of Service limitations
- **Optimized truck configuration** does not require heavy, expensive creature comforts

SOURCES: [1] Deloitte 'Autonomous trucks lead the way' link. [2] Bureau of Labor Statistics. 2020. Employed persons by detailed industry and age; Analysis of Truck Driver Age Demographics Across Two Decades (2014) White paper, [3] ATA Truck driver shortage analysis 2019, [4] 'Turnover Rate at Large Truckload Carriers Rises in Third Quarter' ATA, [5] Large Truck and Bus Crash Facts 2018, [6] CDLLife 'Driving a truck is the deadliest job in the U.S.' link, [7] NHTSA 2015 Critical Reasons for Crashes Investigated in the National Motor Vehicle Crash Causation Survey, [8] ICCT 'Automation in the long haul: challenges and opportunities' paper

# Aurora's strategic truck OEM partners collectively represent ~50% of the US market

**Partnerships with two of the top three truck OEMs**

- **Long-term commitments** to build and deploy self-driving trucks at scale, with all parties making significant investment in the success of the programs
- **Deep technical integration** to accelerate the development and validation of compelling, driverless-capable trucks
- **Built to scale,** allowing the autonomous solution to expand quickly through existing dealer and service networks

PACCAR

Peterbilt

Kenworth

DAF

VOLVO
VOLVO GROUP








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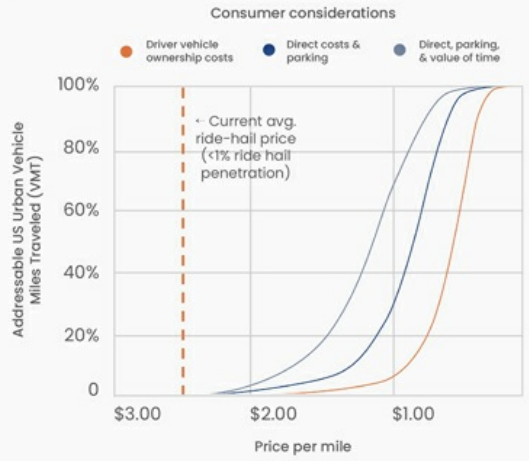
# The Aurora driver is key to a significant expansion in the ride-hailing market

| | |
|---|---|
| **Safety** | ✓ |
| **Cost** | ✓ Step change reduction in shared mobility cost |
| **Service levels** | ✓ Personalized customer experience |
| **Supply access** | ✓ Driver supply constraints in key markets |
| **Energy efficiency** | ✓ Accelerates electrification |

SOURCES: Aurora internal analysis derived from AAA, Your Driving Costs; US Department of Transportation, National Household Travel Survey

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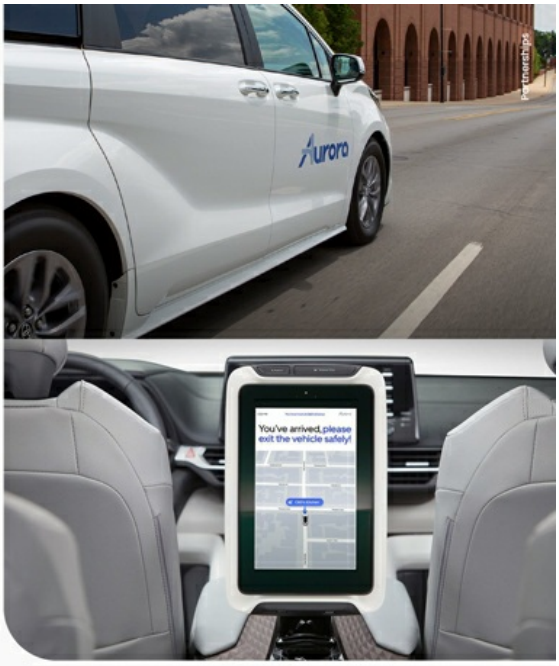
# Toyota and Aurora are committed long-term partners

TOYOTA DENSO

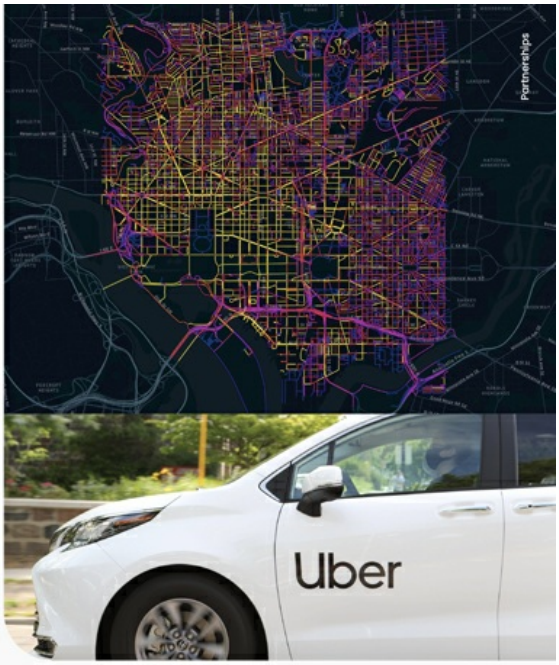
- Top global OEM & Tier 1 Supplier, respectively
- **Long-term commitment:** Large investor and major development partnership
- **Structured for success:** Relationship built on a strong framework supported at the highest levels



## Aurora's partnership with Uber drives key competitive benefits

# Uber

- **Compelling commercial relationship:** Driven by mutually-beneficial economics and demand
- **Long-term commitment:** Uber is a large minority investor and CEO is on Aurora's Board of Directors
- **Unprecedented data advantage:** 10 year agreement to receive Uber data



# Access to Uber data is a unique competitive advantage

## Refined market selection

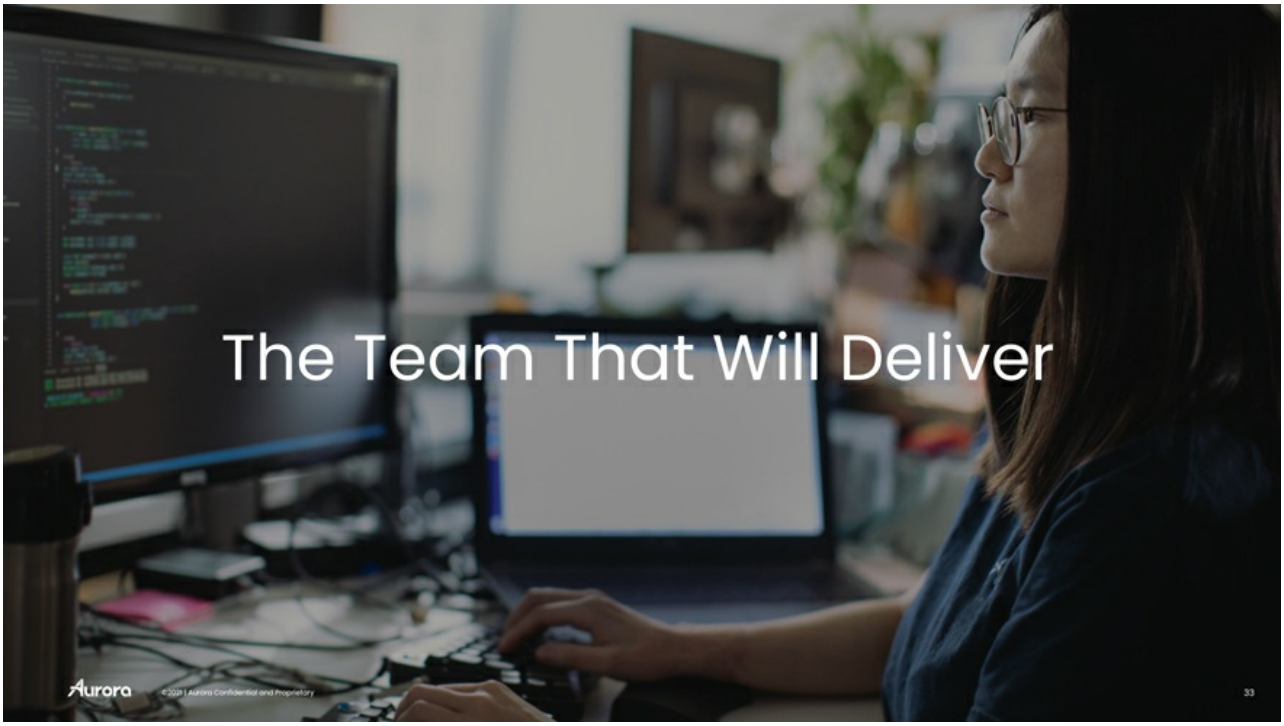

Detailed marketplace data combined with regulatory understanding enables Aurora to select the best market entry sequence.

## Clear roadmap prioritization


Not all self-driving capabilities are created equal. Knowing where trips take place and what roadways are traversed allows Aurora to prioritize capability development.

## Optimized fleet positioning

Uber data informs our in-market tactics e.g. fleet rebalancing, placement of pick-up and drop-off zones and parking. These incremental improvements generate more efficient unit economics.


The Team That Will Deliver
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33

# Aurora has proven leadership and expertise

**Chris Urmson**
Chief Executive Officer, Co-founder

**Drew Bagnell**
Chief Scientist, Co-founder

**Sterling Anderson**
Chief Product Officer, Co-founder

**Sandor Barna**
Senior VP of Hardware Engineering

**Khobi Brooklyn**
VP of Communications

**Nat Beuse**
VP of Safety

**Richard Tame**
VP of Finance

**Gerhard Eschelbeck**
Chief Information Security Officer

**Colette Bridgman**
VP of Marketing

**Will Mouat**
General Counsel

**Tara Green**
VP of People Operations

**Gerardo Interiano**
VP of Government Relations

**Bart Nabbe**
VP of Corporate Development & Strategic Partnerships

**David Maday**
VP of Business Development

# Aurora has the required scale to deliver self-driving

**~1600**
Employees

**1400+**
Product & Engineering

**175+**
PHDs

**1100+**
Patents[1]

[1] Includes patents and pending applications worldwide


Industry-Defining Technology
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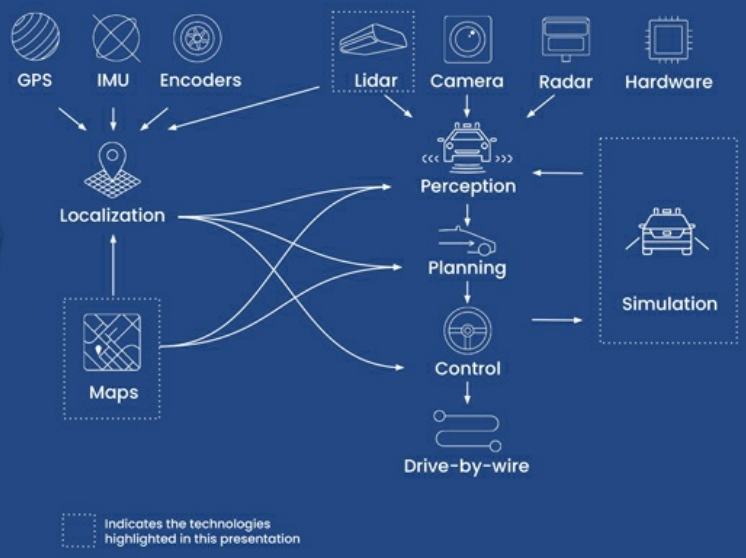
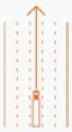
# Aurora is innovating throughout the self-driving stack



# Aurora's FirstLight Lidar is engineered for the needs of highway driving

## Multi-modal long-range sensing

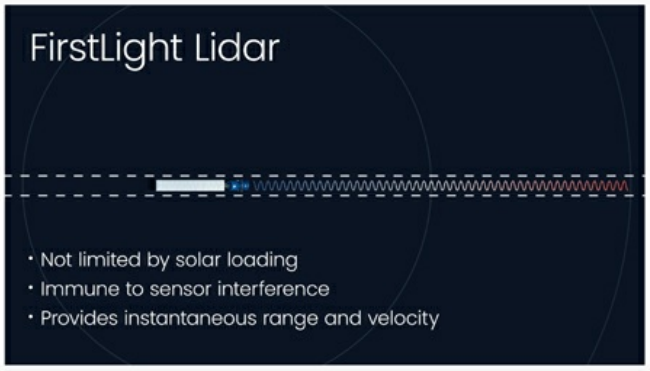
The ability to see at distance with both Lidar & Camera—is crucial to unlocking safe autonomous operation at high speed. FirstLight FMCW Lidar enables quicker reaction and longer range for safer, more capable driving.



**Long Range Performance**
Coherent light allows FirstLight to see more than twice as far as traditional lidar[1]

**Interference Immunity**
Eliminates virtually all interference from sunlight and other sensors

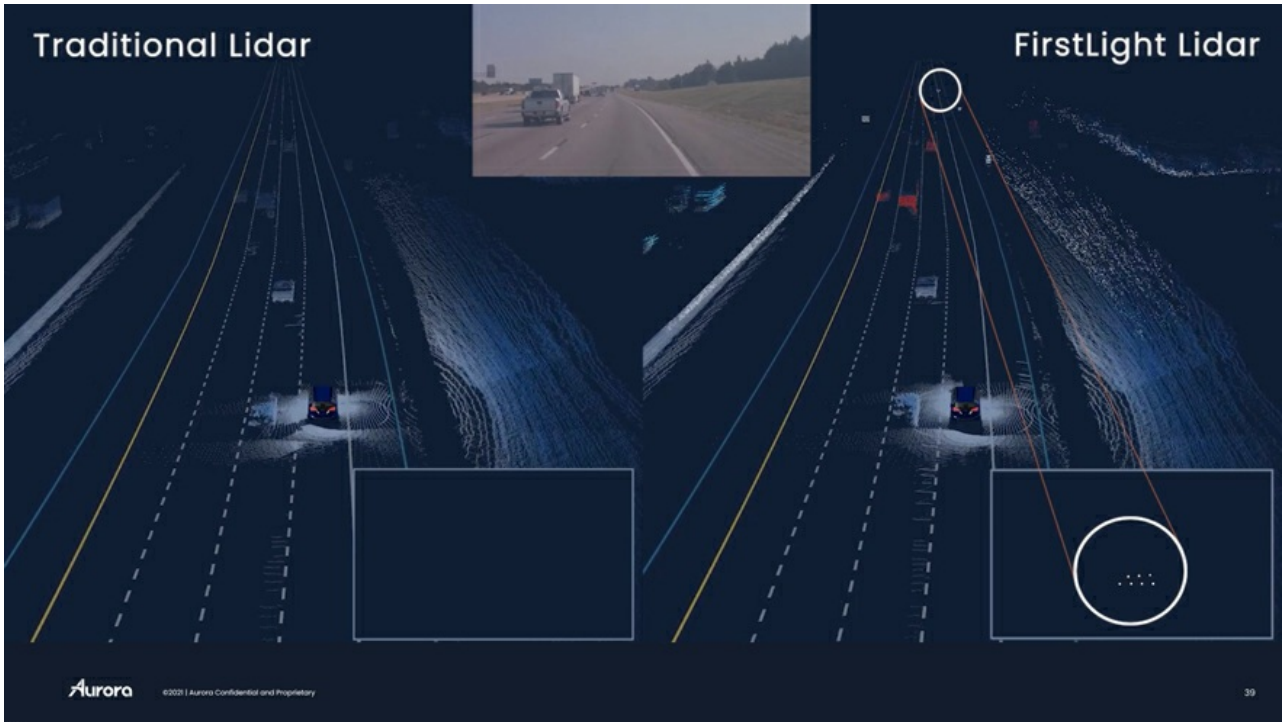
**Simultaneous Range + Velocity**
Doppler effect provides high velocity precision at every point







[1] Based on internal Aurora testing of lidar


Traditional Lidar
FirstLight Lidar
Aurora
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39

# Developing lidar in-house has many advantages

## There are significant challenges relying on externally-developed lidar

- Lack of clarity in vision and requirements
- Risk of being left out via exclusivity
- Tier 1s have long cycle times

## Aurora is internally developing its lidar to meet the needs of self-driving

- Rapid iteration and feedback
- Synchronized development with fleet
- Vertically integrated to ensure supply

# Aurora's Virtual Testing Suite creates a paradigm shift in testing safety, efficiency, and speed

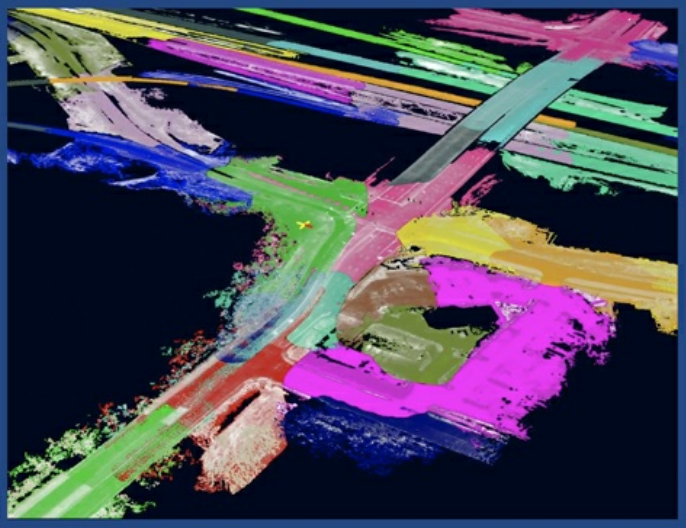
Aurora's Virtual Testing Suite (which includes simulation and data replay technologies) improves:

- **Safety:** Dramatically reduces the number of on-road miles needed to develop the Aurora Driver
- **Efficiency:** Aurora's motion planning simulation is 2,500x less expensive than on-road testing
- **Speed:** At scale, Aurora's Virtual Testing Suite can simulate in one hour, the equivalent of over 50,000 trucks operating on the road. Aurora was able to simulate 2.25M unprotected left hand turns before testing that capability on public roads.

# The Aurora Atlas is HD mapping with exceptional maintainability

Aurora's Atlas architecture:

- Provides accuracy where it's needed most: near the vehicle
- Unlocks rapid (near-real-time) updates
- Enables efficient maintenance so that map data can always be up-to-date
- Shards data so that map building can be massively parallelized




Financial Forecast
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43

# Driver as a Service business model is highly capital efficient

| | |
|---|---|
| **Description** | Aurora provides its technology to an external fleet owner and/or operator |
| **Revenue** | Fee per mile |
| **Costs borne by Aurora**[1] | Variable: Insurance[2], Aurora Driver hardware/maintenance cost[3], Teleassist, Cloud, Telecommunications, and any variable fees paid to partners<br><br>Fixed: Development & extension of Aurora Driver |
| **Fleet Ownership** | Third Party |
| **Fleet Operation** | Third Party |

[1] Cost allocations subject to change as we commercialize and further define sharing of costs with our partners.
[2] Insurance cost may be borne by our partners.
[3] Aurora Driver hardware cost expected to be leased, with cost passed through to customer.
Note: For the first 1-2 years of commercial operations, we expect to own and operate our own small fleet as we learn and develop the playbooks for our partners.


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*Computer-rendered imagery provided for illustrative purposes only
45

# Aurora intends to fund its development operations primarily with proceeds from this transaction

- Aurora expects to have ~$2.5B cash at closing that we expect to fund product development and deployment of the Aurora driver through launch
- Aurora expects to continue to generate partner development revenue and pre-commercialization revenue (with vehicle operators) before widespread launch
- Aurora anticipates beginning to generate revenue from trucks without vehicle operators in late 2023, with a small fleet of 20 trucks owned and operated by Aurora

[1] Denotes End of Year Run Rate
[2] Rides market penetration % does not exceed 0.1% in projection
[3] Other revenue includes partner development fees & pre-commercialization (manned) fleet operations
Note: See "Key Forecast Assumptions" slide for additional details on key assumptions utilized in these projections:





Fiscal Year End December 31

| ($ in millions) | 2021E | 2022E | 2023E | 2024E | 2025E | 2026E | 2027E |
|---|---|---|---|---|---|---|---|
| US trucking VMT (bn miles) | nm | nm | 183 | 186 | 189 | 191 | 194 |
| Aurora trucking VMT (mm miles) | nm | nm | 1 | 20 | 134 | 952 | 3,264 |
| *% Mkt Penetration[1]* | *nm* | *nm* | *0.0%* | *0.0%* | *0.1%* | *0.9%* | *2.5%* |
| **Trucking revenue** | **--** | **--** | **$2** | $30 | $113 | $580 | $1,875 |
| US ride-hailing VMT (bn miles) | nm | nm | nm | 1,972 | 1,985 | 1,998 | 2,012 |
| Aurora ride-hailing VMT (mm miles) | nm | nm | nm | 1 | 9 | 63 | 249 |
| *% Mkt. Penetration[2]* | *nm* | *nm* | *nm* | *0.0%* | *0.0%* | *0.0%* | *0.0%* |
| **Rides revenue** | **--** | **--** | **--** | $1 | $10 | $42 | $137 |
| Commercial revenue | -- | -- | $2 | $31 | $123 | $622 | $2,012 |
| Other revenue[3] | $100 | $51 | $2 | -- | -- | -- | -- |
| **Total Revenue** | **$100** | **$51** | **$4** | $31 | $123 | $622 | $2,012 |
| *% Growth* | *nm* | *nm* | *nm* | *730%* | *301%* | *407%* | *224%* |
| Gross profit | 100 | 50 | ($0) | $2 | $28 | $349 | $1,348 |
| *% Margin* | *nm* | *nm* | *(2%)* | *8%* | *23%* | *56%* | *67%* |
| EBITDA | ($515) | ($611) | ($735) | ($787) | ($808) | ($555) | $192 |
| *% Margin* | *nm* | *nm* | *nm* | *nm* | *nm* | *nm* | *10%* |
| FCF | ($553) | ($651) | ($784) | ($863) | ($834) | ($584) | $160 |

# Aurora's commercial model and development roadmap anticipates 2027 breakeven

- Operating leverage working in partnership with existing networks allows rapid post-launch scaling
- Driver as a Service model enables attractive gross margins
- Massive growth potential in market penetration in both trucking & passenger mobility markets post-2027

[1] Denotes End of Year Run Rate
[2] Rides market penetration % does not exceed 0.1% in projection
[3] Other revenue includes partner development fees & pre-commercialization (manned) fleet operations
Note: See "Key Forecast Assumptions" slide for additional details on key assumptions utilized in these projections:





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| *% Growth* | *nm* | *nm* | *nm* | *730%* | *301%* | *407%* | *224%* |
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| EBITDA | ($515) | ($611) | ($735) | ($787) | ($808) | ($555) | $192 |
| *% Margin* | *nm* | *nm* | *nm* | *nm* | *nm* | *nm* | *10%* |
| FCF | ($553) | ($651) | ($784) | ($863) | ($834) | ($584) | $150 |

# TAM drives large long-term outcome potential

- Massive US trucking and ride hailing markets enable significant revenue even at small % penetration
- Driver as a Service model creates attractive unit economics and we expect the asset-light nature of our model to lead to significant operating leverage and best-in-class long-term margins:
  - ~80% truck gross margin
  - ~75% rides gross margin
  - ~60% EBITDA margin

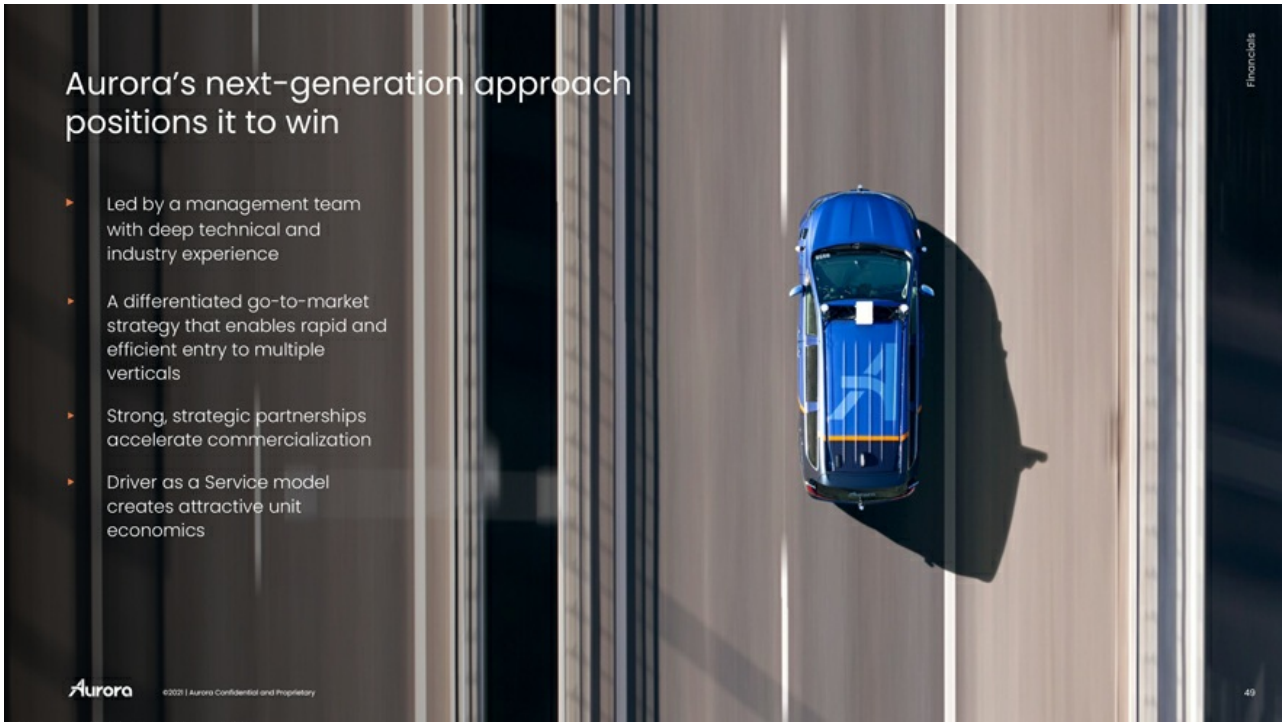
## 2030E Trucking revenues ($bn)

| Revenue per mile | Aurora market penetration[1] 7.5% | 10.0% | 12.5% |
|---|---|---|---|
| $0.45 | $6.9 | $9.1 | $11.4 |
| $0.55 | $8.4 | $11.2 | $14.0 |
| $0.65 | $9.9 | $13.2 | $16.5 |

## 2030E Rides revenues ($bn)

| Revenue per mile | Aurora market penetration[2] 0.25% | 0.5% | 0.75% |
|---|---|---|---|
| $0.30 | $1.5 | $3.1 | $4.6 |
| $0.40 | $2.1 | $4.1 | $6.2 |
| $0.50 | $2.6 | $5.1 | $7.7 |

[1] Projection based on 203bn VMT for 2030. FHWA Combination Truck (tractor trailer), 1.5% annual growth
[2] Projection based on 2,053bn VMT for 2030. FHWA US urbanized area light duty, 0.7% annual growth


Aurora's next-generation approach positions it to win
Led by a management team with deep technical and industry experience
A differentiated go-to-market strategy that enables rapid and efficient entry to multiple verticals
Strong, strategic partnerships accelerate commercialization
Driver as a Service model creates attractive unit economics
Financials
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Valuation Benchmarking
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50

# Transaction overview

$mm, except per share data

| Sources | $ |
|---|---|
| Rollover equity | $11,000 |
| PIPE proceeds[1] | 1,000 |
| Reinvent cash held in trust | 978 |
| **Total sources** | **$12,978** |

| Uses | $ |
|---|---|
| Rollover equity | $11,000 |
| Cash proceeds to Aurora[2] | 1,878 |
| Estimated transaction costs | 100 |
| **Total uses** | **$12,978** |

| Pro-forma valuation | $ |
|---|---|
| Share price | $10.00 |
| Pro-forma shares outstanding[3] | 1,304 |
| **Equity value** | **$13,039** |
| Net cash[4] | 2,478 |
| **Aggregate value** | **$10,562** |

**Illustrative pro-forma ownership**

**7%** PIPE holders[5]

**9%** SPAC public holders[5]

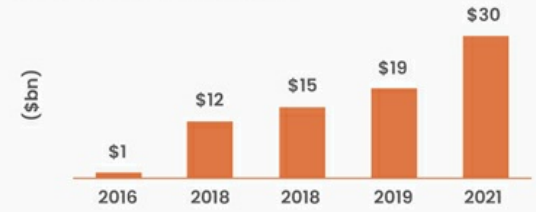
**84%** Existing Aurora shareholders

[1] PIPE proceeds will be at least $1B, subject to potential upsize. A Reinvent special purpose vehicle, which Reid Hoffman, Mark Pincus, and Michael Thompson will participate in, will contribute $75M towards the PIPE.
[2] Cash proceeds to Aurora includes PIPE proceeds and Reinvent cash held in trust less estimated transaction costs.
[3] Pro-forma shares outstanding based on a $10.00 per share price and includes 25% of 24.3M Reinvent shares vested at closing. Additionally, pro forma shares excludes potential dilution from out-of-the-money warrants and further assumes no redemptions by RTPY existing public shareholders.
[4] Includes estimated $600M of Aurora pro forma cash and cash equivalents unaudited as of estimated closing of September 30, 2021 and $1,878M of net proceeds to be added to Aurora's balance sheet. Assumes no redemptions by existing RTPY shareholders.
[5] PIPE holders excludes Reinvent Sponsors investment in the PIPE, but includes existing Aurora shareholders investment in the PIPE. SPAC public holders includes Reinvent Sponsors investment in the PIPE. Existing Aurora shareholders excludes existing Aurora shareholders' investment in the PIPE.
Note: The combined company will have a dual class stock structure. The combined company Class A common stock will have the same economic terms as the combined company Class B common stock, but the Class A common stock will carry one vote per share while the Class B common stock will carry ten votes per share. Each share of Class B common stock is convertible at any time at the option of the holder. Additionally, each share will automatically convert upon a sale or transfer of such share or the death of such holder, subject to certain exceptions. Further, each outstanding shares of Class B common stock will automatically convert into one share of Class A common stock (i) upon written election of 2/3 of the holders of Class B common stock, (ii) if the Aurora Founders hold less than 20% of the Class B common stock they held immediately after the Merger, or (iii) 9 months following the death or disability of all Aurora Founders. Following the Merger, the combined company Class B common stock will be held by (x) the Aurora Founders and (y) shareholders of Aurora pre-Merger that held Series A Preferred Stock and Series B Preferred Stock. Following the Merger, holders of Class B common Stock will own approximately 85% of the voting power of the combined company.

# Analogous autonomous precedents validate valuation upside

## cruise

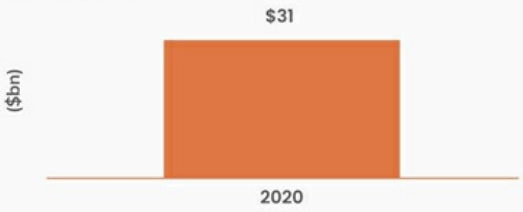
Valuation across last five rounds




| | | | | | |
|---|---|---|---|---|---|
| Lead Investor: | GM | SoftBank | Honda | T. Rowe Price / Capital World Investors | Microsoft |
| Employee Count: | 35 | ~350 | ~350+ | 1,500 | 1,650+ |

## WAYMO

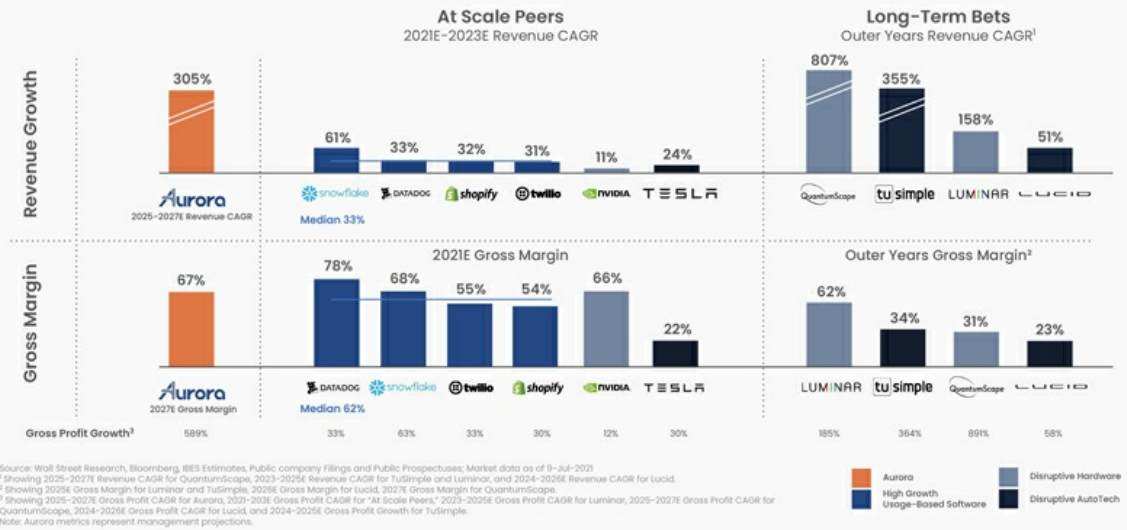
Latest valuation




- **Waymo and its autonomous taxi business** was most recently valued at **$31bn**

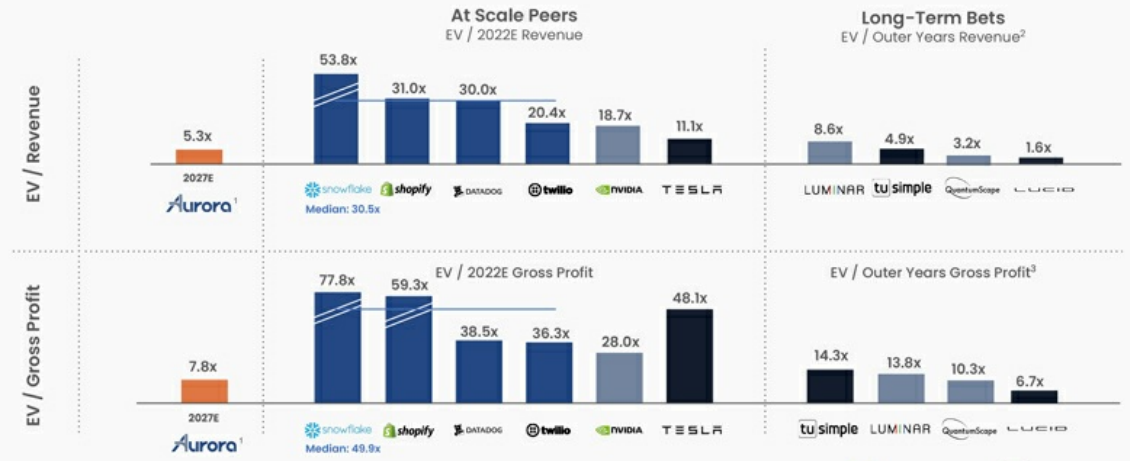
Source: PitchBook

# Operational benchmarking




Source: Wall Street Research, Bloomberg, IBES Estimates, Public company Filings and Public Prospectuses; Market data as of 9-Jul-2021
[1] Showing 2025-2027E Revenue CAGR for QuantumScape, 2023-2025E Revenue CAGR for TuSimple and Luminar, and 2024-2026E Revenue CAGR for Lucid.
[2] Showing 2025E Gross Margin for Luminar and TuSimple, 2026E Gross Margin for Lucid, 2027E Gross Margin for QuantumScape.
[3] Showing 2025-2027E Gross Profit CAGR for Aurora, 2021-203E Gross Profit CAGR for "At Scale Peers," 2023-2025E Gross Profit CAGR for Luminar, 2025-2027E Gross Profit CAGR for QuantumScape, 2024-2026E Gross Profit CAGR for Lucid, and 2024-2025E Gross Profit Growth for TuSimple.
Note: Aurora metrics represent management projections.

# Valuation benchmarking




Source: Wall Street Research, Bloomberg, IBES Estimates, Public company Filings; Market data as of 9-Jul-2021
[1] Implied multiples based on Aurora fully distributed EV of $10.6B.
[2] Showing 2025E Revenue multiple for Luminar and TuSimple, 2026E Revenue multiple for Lucid, and 2027E Revenue multiple for QuantumScape.
[3] Showing 2025E Gross Profit multiple for Luminar and TuSimple, 2026E Gross Profit multiple for Lucid, and 2027E Gross Profit multiple for QuantumScape.
Note: Aurora metrics represent management projections.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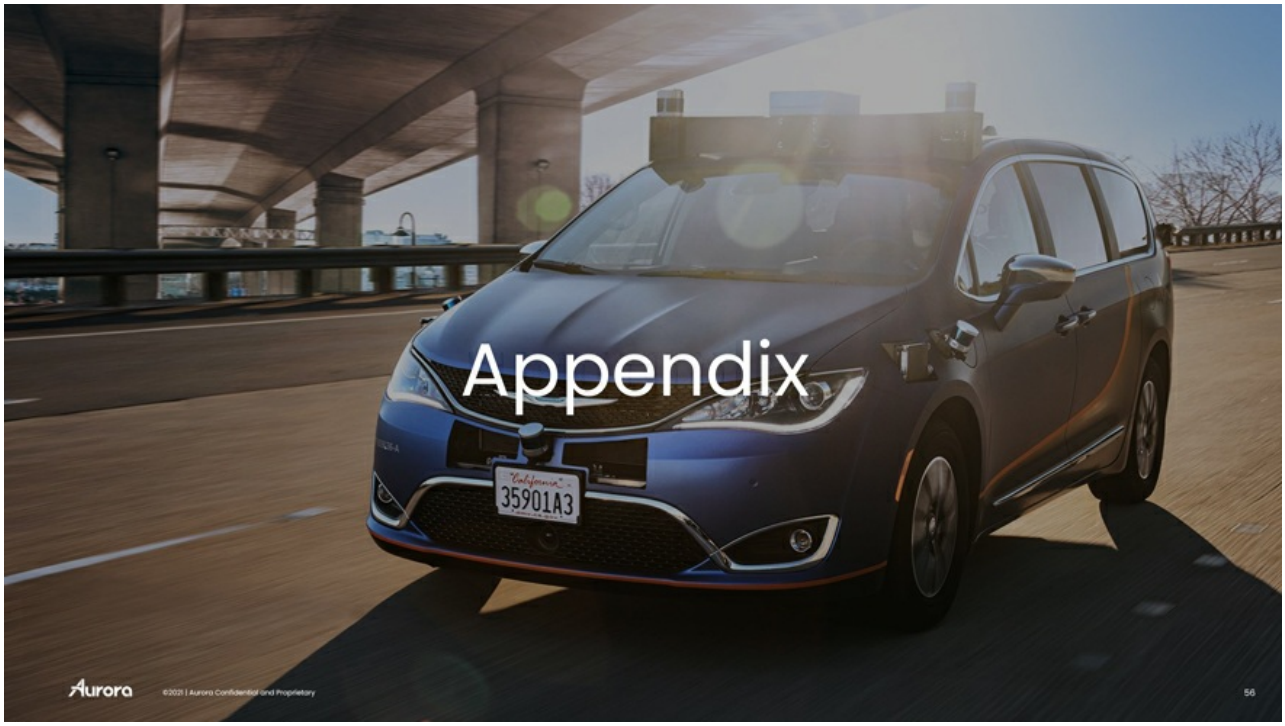
Appendix
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56

# Development, launch, and scale of the Aurora Driver is expected to happen in five phases

| | Phase I<br>Lay the Foundation<br>(2017-2020) | Phase II<br>Develop & Refine<br>(2021-2022) | Phase III<br>Validate<br>(Truck: 2022-2023)<br>(Rides: 2023-2024) | Phase IV<br>Launch<br>(Truck: 2023-2024)<br>(Rides: 2024-2025) | Phase V<br>Expand<br>(Truck: 2024+)<br>(Rides: 2025+) |
|---|---|---|---|---|---|
| **Product** | Minimally viable product defined & go-to-market strategy outlined | Commercial pilots expanded; customer support infrastructure developed | Trucking and rides products (Driver + Vehicle + Operational Infrastructure) validated | Driverless truck product launched on initial lane(s); rides product launched in initial geo(s) | Truck lane coverage, trailer types & use cases expands<br>Rides product launches & trip coverage grows |
| **Driver** | Functional architecture designed; HW/SW foundational driving capability developed | Design-representative HW complete<br>Software performance refined | HW & SW validated for initial operational domain | Additional vehicles, lanes, and markets begin development | Post-MVP SW capabilities added to incrementally unlock new lanes & trips |
| **Vehicle** | Platform partners & requirements developed | Driverless-capable truck and passcar platforms designed | Release candidate truck & passcar platforms validated | Start of scale vehicle production | Driver HW, truck platform & passcar platforms optimized for cost/scale |
| **Operations** | Development process established; commercial process prototyped/tested in first customer pilot | Development & commercial operations integrated<br>Commercial infrastructure & ops established | End-to-end commercial pilots ramped; operational support infrastructure refined | Commercial engagements grown<br>Operational presence & processes hardened<br>Third parties trained | Select operational support workstreams transitioned to third-party partners |

# Self-driving 2.0: Aurora is developing the next-generation approach to self-driving

| | | Self-driving 1.0 | Self-driving 2.0 |
|---|---|---|---|
| Hardware | Vehicle interface | Highly customized/bespoke to a single vehicle | Widely adaptable/consistent platform approach |
| | Sensor suite | Limited range, resolution, and data | Advanced range, resolution, and data on multiple sensor modes (e.g FirstLight lidar, imaging radar, custom cameras) |
| Software | Structured learning | Machine learned and engineered approaches largely segregated | ML and engineering elegantly interleaved throughout the system (perception, forecasting, motion planning & controls) |
| | Virtual development | Heavily focused/reliant on slow, inefficient on-road testing to understand system performance | Leverages a full suite of simulation and log-based tests for both module and end-to-end performance. Extremely high fidelity sensor simulation; large-scale structured tests; every disengagement analyzed & turned into durable offline tests |
| | Localization | 2-3 degree of freedom positioning | 6 degree of freedom, highly-accurate/precise positioning |
| | Mapping | Globally-consistent at the expense of local consistency and maintainability. Difficult to edit and deploy localized changes | Sharded, lightweight, locally-consistent Aurora Atlas that enables high accuracy, localized changes, and rapid — even over the air — updates |

# Key forecast assumptions

The Aurora financial model attempts to quantify our projected US trucking & rides business opportunity, based on a number of operational assumptions that include:

- **Addressable vehicle miles traveled (VMT).** For trucking, we start with 175bn miles as our addressable market based on the combination truck VMT as reported by the Federal Highway Administration (FHWA, 2019) and assume this grows to 194bn miles by 2027 based on 1.5% forecast combination truck growth from FHWA.[1] Our trucking projections only include combination trucks even though the Aurora Driver is built to work on other types of trucks. For rides, we start with 1.9tn urbanized area light-duty passenger VMT (FHWA, 2019[2]) as addressable vehicle miles traveled.
- **Market penetration.** For trucking, our projections assume we launch our driverless trucking product in late 2023 and grow to 2.5% of US combination truck VMT by the end of 2027. This ramp was based on a projection of number of Aurora Driver-powered trucks deployed and annual miles per truck. To test this, we also projected indicative geographic expansion. By 2027, we expect to begin to penetrate the US ride hailing market and have assumed we have grown to 0.02% of US urbanized area light-duty VMT (FHWA, 2019[1]). This ramp was based on a projection of number of cars deployed and annual miles per car. To test this, we also projected indicative city expansion plans.
- **Business model.** Our projections assume that we own and operate the trucks we deploy through 2024 and the cars we deploy through 2025. Once we define processes and playbooks for our partners, we expect to begin the transition to our DaaS business model. For trucks, we assume that transition to DaaS occurs in 2025 and for rides, we assume that transition to DaaS occurs in 2026.
- **Pricing.** Revenue per mile projections are based on a variety of operational assumptions including customer willingness to pay, current cost of ownership, as well as the total cost of ownership of an autonomous vehicle fleet.
- **Gross profit.** Our projections assume profit margins improve over time with cost efficiencies and technical advancement, including reductions in the hardware cost of our system and reductions in insurance cost.
- **EBITDA.** Other key assumptions impacting our projections include technology and development expenses, general and administrative expenses, mapping and city development costs and others.
- **Free Cash Flow.** Given our asset-light model we are projecting limited capital expenditures. We assume we begin to pay taxes in 2027.

There are additional highly relevant markets that the Aurora Driver can operate in such as local goods delivery, international geographies, and personally owned vehicles that are not quantified in our projections.

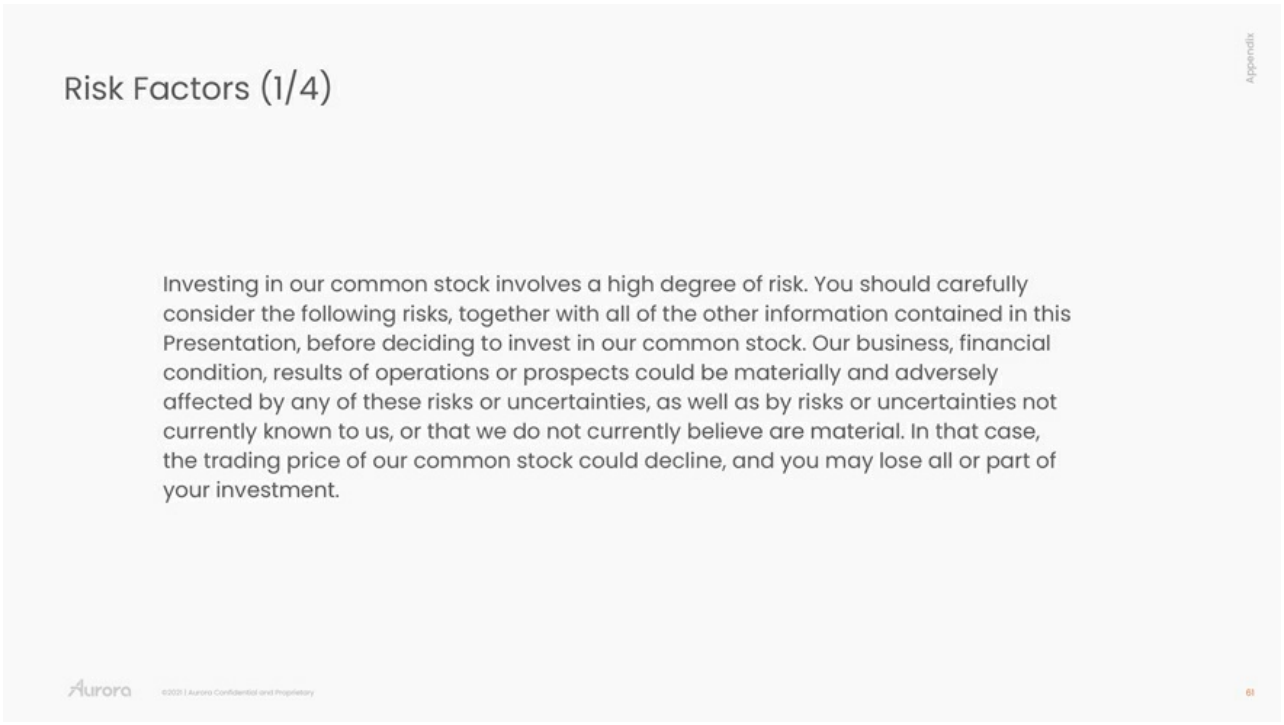



[1] Due to unavailability of 2020 FHWA numbers at the time of preparation, we have assumed 2020 combination truck VMTs to be flat due to COVID-19
[2] The share of light duty VMT in urban areas from FHWA Table VM-1 used used to estimate urbanized light duty VMT quantified in HM-71

# Historical Financial Summary

| ($ in thousands) | Fiscal Year End December 31, 2020 | Fiscal Year End December 31, 2019 |
|---|---|---|
| **Development services revenue** | **$-** | **$19,601** |
| Operating expenses: | | |
| Cost of revenue | - | 160 |
| Research and development | 179,426 | 107,368 |
| Selling, general and administrative | 38,693 | 25,591 |
| Total operating expenses | $218,119 | $133,119 |
| **Loss from operations** | **($218,119)** | **($113,518)** |
| Other income (expense): | | |
| Interest income | 3,717 | 11,701 |
| Other expense | (45) | (31) |
| **Loss before income taxes** | **($214,447)** | **($101,848)** |
| Income tax expense (benefit) | 2 | (7,771) |
| **Net Loss** | **($214,449)** | **($94,077)** |
| Basic and diluted net loss per share | ($1.72) | ($0.80) |
| Basic and diluted weighted-average shares outstanding | 124,743,865 | 117,188,874 |

Source: Aurora Innovation, Inc. 2020 audited financial statements




Risk Factors (1/4) Appendix Investing in our common stock involves a high degree of risk. You should carefully consider the following risks, together with all of the other information contained in this Presentation, before deciding to invest in our common stock. Our business, financial condition, results of operations or prospects could be materially and adversely affected by any of these risks or uncertainties, as well as by risks or uncertainties not currently known to us, or that we do not currently believe are material. In that case, the trading price of our common stock could decline, and you may lose all or part of your investment. ©2021 | Aurora Confidential and Proprietary 61

# Risk Factors (2/4)

## Risks Related to Our Technology, Business Model and Industry

1. We are an early stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the foreseeable future.
2. Our limited operating history makes it difficult to evaluate our future prospects and the risks and challenges we may encounter.
3. Self-driving technology is an emerging technology, and we face significant technical challenges to commercialize our technology, and if we cannot successfully overcome those challenges or do so on a timely basis, our ability to grow our business will be negatively impacted.
4. It is possible that our technology will have more limited performance or may take us longer to complete than is currently projected. This could materially and adversely affect our addressable markets, commercial competitiveness, and business prospects.
5. Due to the inherent risks associated with self-driving vehicles, there is the possibility that any accident involving an Aurora-powered vehicle could lead to the loss of human life or a medical emergency.
6. We operate in a highly competitive market and some market participants have substantially greater resources. If one or more of our competitors commercialize their self-driving technology before we do, develop superior technology, or are perceived to have better technology, it could materially and adversely affect our business, prospects, financial condition and results of operations.
7. Our services may not be generally accepted by the public or our end-customers. If we are unable to earn the public's trust and provide a quality service, our business and reputation may be materially and adversely affected.
8. Self-driving systems may be delayed in adoption by trucking carriers, ride-hail networks, delivery service providers, and additional emissions and safety requirements may further impact our business.
9. Our plan to own, lease, and operate self-driving vehicles during the start of commercialization will require significant cash investments, and we may not be able to transition to a Driver-as-a-Service model as quickly as we would like.
10. It is possible that Aurora's self-driving unit economics do not materialize as expected. This could significantly hinder our ability to generate a commercially viable product and could materially and adversely affect our business, prospects, financial condition and results of operations.
11. We are highly dependent on the services of our Chief Executive Officer.
12. We are highly dependent on our senior management team and other highly skilled personnel, and if we are not successful in attracting or retaining highly qualified personnel, we may not be able to successfully implement our business strategy.

## Risks Related to Our Business Operations

13. Our business plans require a significant amount of capital. In addition, our future capital needs may require us to sell additional equity or debt securities that may dilute our stockholders.
14. We may experience difficulties in managing our growth and expanding our operations.
15. Our operating and financial results projections rely in large part upon assumptions and analyses developed by us. If these assumptions or analyses prove to be incorrect, our actual operating results may be materially different from our projections and our estimates of certain financial metrics may prove inaccurate.
16. As part of growing our business, we have in the past and may in the future make acquisitions. If we fail to successfully select, execute or integrate our acquisitions, it could materially and adversely affect our business, prospects, financial condition and results of operations, and our stock price could decline.
17. We will need to rapidly upgrade and improve our operational and financial systems to support our expected growth, increasingly complex business arrangements, and rules governing revenue and expense recognition and any inability to do so will adversely affect our billing and reporting.
18. Our business is subject to the risks of earthquakes, fire, floods and other natural catastrophic events, global pandemics, and interruptions by man-made problems, such as terrorism. Material disruptions of our business or information systems resulting from these events could materially and adversely affect our business, financial condition and results of operations.
19. Interruption or failure of Amazon Web Services or other information technology and communications systems that we rely upon could materially and adversely affect our business, financial condition and results of operations.
20. Our future insurance coverage may not be adequate to protect us from all business risks.
21. Any financial or economic crisis, or perceived threat of such a crisis, including a significant decrease in consumer confidence, could materially and adversely affect our business, prospects, financial condition and results of operations.
22. Unanticipated changes in effective tax rates, adverse outcomes resulting from examination of our income, changes in tax laws or regulations, changes in our ability to utilize our net operating loss, or other tax-related changes could materially and adversely affect our business, prospects, financial condition and results of operations.

## Risks Related to Our Dependence on Third Parties

23. Our success will depend on our ability to successfully maintain, manage, and execute our existing partnerships and obtain new partnerships.
24. We are dependent on our suppliers, some of which are single or limited source suppliers, and the inability of these suppliers to deliver necessary components at prices and volumes acceptable to us could materially and adversely affect our business, prospects, financial condition and operating results.
25. Manufacturing in collaboration with partners is subject to risks.
26. If we are unable to establish and maintain confidence in our long-term business prospects among partners, end-customers and analysts and within our industry or are subject to negative publicity, it could materially and adversely affect our business, prospects, financial condition and results of operations.

# Risk Factors (3/4)

## Risks Related to Our Legal and Regulatory Environment

27. Burdensome regulations, inconsistent regulations, or a failure to receive regulatory approvals of our technology could materially and adversely affect our business, financial condition and results of operations.
28. The evolution of the regulatory framework for self-driving vehicles is outside of our control and we cannot guarantee that our vehicles will achieve the requisite level of autonomy to enable driverless systems within our projected timeframe, if ever.
29. We are subject to governmental export and import control laws and regulations. Our failure to comply with these laws and regulations could materially and adversely affect our business, prospects, financial condition and operating results.
30. We have in the past and may become involved in legal and regulatory proceedings and commercial or contractual disputes, which could have an adverse effect on our profitability and consolidated financial position.
31. Changes to trade policy, tariffs and import/export regulations could materially and adversely affect our business, prospects, financial condition and operating results.
32. We are subject to, and must remain in compliance with, numerous laws and governmental regulations concerning the manufacturing, use, distribution and sale of our products. Some of our partners also require that we comply with their own unique requirements relating to these matters.
33. Our business may be or may become subject to a variety of U.S. and foreign laws, many of which are unsettled and still developing, and which could subject us to claims or otherwise harm our business. Any change in existing regulations or their interpretation, or the regulatory climate applicable to our products and services, or changes in tax rules and regulations or interpretation thereof related to our products and services, could adversely impact our ability to operate our business as currently conducted or as we seek to operate in the future, which could materially and adversely affect our business, prospects, financial condition and results of operations.
34. We are subject to environmental regulation and may incur substantial costs.
35. We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and non-compliance with such laws can subject us to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures and legal expenses, all of which could materially and adversely affect our business, prospects, financial condition and result of operations and also our reputation.
36. Our business may be materially and adversely affected if we fail to comply with the regulatory requirements under the Federal Food, Drug, and Cosmetic or the Food and Drug Administration, the FDA.
37. We may be subject to product liability that could result in significant direct or indirect costs, which could materially and adversely affect our business, financial condition and results of operations.

## Risks Related to Our Intellectual Property and Data Privacy

38. Despite the actions we are taking to defend and protect our intellectual property, we may not be able to adequately protect or enforce our intellectual property rights or prevent unauthorized parties from copying or reverse engineering our solutions. Our efforts to protect and enforce our intellectual property rights and prevent third parties from violating our rights may be costly.
39. Third-party claims that we are infringing intellectual property, whether successful or not, could subject us to costly and time-consuming litigation or expensive licenses, which could materially and adversely affect our business, financial condition or results of operations.
40. We may need to defend ourselves against intellectual property infringement claims, which may be time-consuming and could cause us to incur substantial costs.
41. We rely on licenses from third parties for intellectual property that is critical to our business, and we would lose the rights to use such intellectual property if those agreements were terminated or not renewed.
42. Our intellectual property applications for registration may not issue or be registered, which may have a material adverse effect on our ability to prevent others from commercially exploiting products similar to ours.
43. As our patents may expire and may not be extended, our patent applications may not be granted and our patent rights may be contested, circumvented, invalidated or limited in scope, our patent rights may not protect it effectively. In particular, we may not be able to prevent others from developing or exploiting competing technologies, which could materially and adversely affect our business, prospects, financial condition and results of operations.
44. In addition to patented technology, we rely on our unpatented proprietary technology, trade secrets, processes and know-how.
45. We may be subject to damages resulting from claims that we or our employees have wrongfully used or disclosed alleged trade secrets of our employees' former employers.
46. We are subject to cybersecurity risks to operational systems, security systems, infrastructure, integrated software and partners and end-customers data processed by us or third-party vendors or suppliers and any material failure, weakness, interruption, cyber event, incident or breach of security could materially and adversely affect our business, financial condition and results of operations.
47. Failures, or perceived failures, to comply with privacy, data protection, and information security requirements in the variety of jurisdictions in which we operate may materially and adversely affect our business, financial condition and results of operations, and such legal requirements are evolving, uncertain and may require improvements in, or changes to, our policies and operations.

# Risk Factors (4/4)

## Risks Related to the Business Combination

48. The consummation of the Business Combination is subject to a number of conditions and if those conditions (including approval by shareholders of Reinvent of the Business Combination and certain regulatory approvals) are not satisfied or waived, the proposed transaction may not be completed.
49. We have various material contracts which may require obtaining third party consents to complete the Business Combination.
50. The announcement or pendency of the Business Combination may impact on our business relationships, performance and operations generally.
51. The Business Combination may disrupt our current business plans and operations and may cause difficulties in retaining our employees.
52. Legal proceedings may be instituted against us or Reinvent related to the Business Combination.
53. We may not be able to obtain or maintain Reinvent's securities listing on the desired stock exchange.
54. We and Reinvent will incur transaction costs in connection with the Business Combination.
55. The Reinvent board has not obtained and may not obtain a third-party valuation or fairness opinion in determining whether to proceed with the Business Combination.

## Risks Relating to Ownership of Our Common Stock

56. We cannot predict the impact our dual class structure may have on the market price of our common stock.
57. Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the market price of our common stock.
58. Our amended and restated bylaws will designate a state or federal court located within the State of Delaware and the federal district courts of the United States as the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.
59. If the Business Combination is consummated, we expect to incur significant increased expenses and administrative burdens as a public company, which could negatively impact our business, financial condition and results of operations.
60. The requirements of being a public company, including compliance with the reporting requirements of the Exchange Act, the requirements of the Sarbanes-Oxley Act and the Dodd-Frank Act, may strain our resources, increase our costs, and divert management's attention, and we may be unable to comply with these requirements in a timely or cost-effective manner. In addition, key members of our management team have limited experience managing a public company.
61. There may not be an active trading market for our common stock, which may make it difficult to sell shares of our common stock.
62. Our common stock and warrants will be subject to registration with the Securities and Exchange Commission ("SEC"), and upon registration, the share price may be highly volatile due to a variety of factors, such as changes in the competitive environment in which we will operate, the regulatory framework of the industry in which we will operate, developments in our business and operations, and changes in the capital structure, which could cause the value of your investment to decline.
63. Sales of a substantial number of shares of our securities in the public market, including those issued upon exercise of warrants, could cause the market price of our common stock to drop significantly.
64. If securities or industry analysts do not publish or cease publishing research or reports about us, our business or our markets, or if they adversely change their recommendations or publish negative reports regarding our business or our stock, our stock price and trading volume could materially decline.
65. Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.
66. We do not intend to pay dividends for the foreseeable future.
67. We may be subject to securities litigation, which is expensive and could divert management attention.
68. The SEC has recently issued guidance on the accounting treatment of warrants. Reinvent Technology Partners Y ("Reinvent") has accounted for its outstanding warrants as a warrant liability and will be required to determine the value warrant liability quarterly, which could have a material impact on its financial position and operating results. Such guidance may also require Reinvent to restate or revise its financial statements, make new SEC filings or file amendments to existing filings or amend certain provisions of the warrant agreement.

Corporate Participants

**Bob Safian**, Editor in Chief, Fast Company

**Chris Urmson**, Co-Founder, Chief Executive Officer, Aurora

**Mark Pincus**, Reinvent Technology Partners Y

**Michael Thompson**, Reinvent Technology Partners Y

**Sterling Anderson**, Co-Founder, Chief Product Officer, Aurora

Presentation

**Operator**

Good day. Welcome to the Aurora and Reinvent Technology Partners Y Merger Investor Call.

The information discussed today is qualified in its entirety by the Form8-K that has been filed today by Reinvent Technology Partners Y and may be accessed on the SEC's website, including the exhibits thereto. In conjunction with today's discussion, please see the investor presentation furnished as a Form 8-K to follow along and carefully review the disclaimers included therein. Please note that a live Q&A session will not be conducted as part of today's presentation.

Also, statements made during this call that are not statements of historical facts constitute forward-looking statements that are subject to risks, uncertainties, and other factors that could cause our actual results to differ from historical results and/or from our forecast, including those set forth in Reinvent Technology Partners Y's Form 8-K filed today and the exhibits thereto.

For more information, please refer to the risks, uncertainties, and other factors discussed in Reinvent Technology Partners Y's SEC filings. All cautionary statements that we make during this call are applicable to any forward-looking statements we make whenever they appear. You should carefully consider the risks, uncertainties, and other factors discussed in Reinvent Technology Partners Y's SEC filings. Do not place undue reliance on forward-looking statements, which we assume no responsibility for updating.

Participating in today's call are Chris Urmson, Co-Founder and CEO of Aurora; Sterling Anderson, Co-Founder and Chief Product Officer of Aurora; and Mark Pincus and Michael Thompson of Reinvent Technology Partners Y.

With that, I'll turn it over to Bob Safian to lead today's discussion.

**Bob Safian**

Thank you. My name is Bob Safian. I'm the former Editor in Chief of Fast Company, and I'm here to interview and have a dialogue with Aurora Co-Founders Chris Urmson and Sterling Anderson, alongside Mark Pincus and Michael Thompson, of Reinvent Technology Partners Y, or RTPY. Today, Aurora and RTPY announced plans to merge. Through this route, Aurora will be going public listing on the Nasdaq. Congratulations to all of you for reaching this milestone, this moment. Very exciting, and worth noting.

I'd love to jump into this conversation and start with you, Chris, actually, to talk a little bit about what is important about this stage. Aurora has been around for only four years, so this is a rapid move to a public listing for a lot of start ups. Why make this step at this stage, and what will it enable, allow, for Aurora to do from here?

**Chris Urmson**

Thanks, Bob.

Yes, this is a really exciting day for us. We've been working on the mission of the Company, to deliver the benefits of self-driving technology safely, quickly, and broadly for the last 4.5 years, and really, this transaction allows us to forward that mission. Ultimately, we expect to be able to bring the product to market, and it brings along these incredible partners for us, these strategic investors, that believe in the mission and vision of the Company and help us move that forward.

**Bob Safian**

Now, I want to ask this question of Mark and Michael because you guys have lots of options at Reinvent Technology as to who you might partner with. What made Aurora the partner you wanted to align with? What was special about this opportunity, this organization?

**Mark Pincus**

This is Mark. I'll just jump in first, and Michael can add to this. First of all, we've known Aurora virtually since its founding, where our partner Reid Hoffman has been a founding investor and board member, and Reinvent was fortunate enough to be a private investor along the way. We've had the opportunity to watch Chris and team build out this incredible Company and opportunity.

Now, from a public market standpoint, we think that Aurora will be a truly unique opportunity for public market investors to bet on the future of self-driving against all categories in transportation from trucking to passenger to delivery.

One benefit of the SPAC process that we've all gone through is that this deal has already been vetted, priced, and backed by blue chip leading investors like Baillie Gifford, T. Rowe Price, and Fidelity. With this infusion of around $2 billion in capital, Aurora will be the only self-driving company funded through commercialization of the trucking opportunity and positioned to leverage this same solution for the even bigger passenger and delivery market opportunity.

**Michael Thompson**

Maybe I'll add a couple of things to what Mark said. This is Michael. When we're evaluating venture capital at scale investments, we think of a few core principles.

Number one, is it a sufficiently large prize? In this case, with trucking, ride sharing, and delivery, you're talking trillions of dollars of value in the U.S. alone.

Then we think about, number two, what are the unit economics and potential for network effects look like at scale? We view this business model as like a Twilio (phon) on steroids. It's a uses-based model, it's scale is going to have very high margins, and it's a sufficiently difficult problem that we don't think there's going to be a lot of companies that will be able to solve it. We think you're going to see something that looks like winner take most economics in most of the markets where they're going to be operating.

Most importantly, number three, what's the quality of the team? As Mark was saying, we've known Chris and Sterling, and the other key executives for many years, and as part of this process, we've had the privilege over the past few months to get to know the rest of the team very well. Not just the brilliant engineers and PhD's that work at Aurora, but also people, for example, within corporate development, people within government relations, and our assessment has been very clear that this is a world-class organization from top to bottom.

**Mark Pincus**

Bob, let me add one more point that really attracted us to this deal. The fact that with this $2 billion in new capital, Aurora will be funded all the way through commercializing the trucking opportunity, and yet still positioned to leverage this same technology to go after the broader passenger and delivery market opportunities, really makes it a truly unique opportunity in the public market.

**Bob Safian**

Yes, there are a variety of players who are approaching the self-driving market opportunity.

Chris, I want to ask you, can you encapsulate for us what differentiates Aurora? What makes its road to scaled impact more clear, has an advantage. What differentiates you?

**Chris Urmson**

I think that's obviously a bit of the story we've been telling for the last little while, but it points down to four parts. One is the people, the second would be the technology, the third would be the partnerships that we have, the incredible partnerships we have, and then the fourth would be the go-to-market.

On the people, we're one of the few companies that actually has the scale to solve this problem. We think that's really important. This is not a small problem, this is funda—one of the engineering challenges of our lifetime, and just couldn't be prouder of the quality of people we have and the depth of experience they bring.

That experience has allowed us to invest in technologies that are maybe not obvious for those tackling this for the first time, that are really about not just get to the first demo, but actually have a scalable, commercializable product. These are things like the places where we're invested in lidar, the way we think about mapping, some of the approaches we've taken to how we blend machine learning and kind of classically engineered systems. We think that's a long-term advantage for us.

On the partnership front, we are just fortunate to have incredible partners. We're partnered with PACCAR trucks and Volvo trucks who together make up about 50% of the trucks produced in the U.S. market. We're partnered with Toyota, the number one global auto manufacturer, and then we're partnered with Uber, the number one ride hailing platform around the world. That allows us to lean into one of our core values of focus, and actually build the core product technology of the driver, and then work with these partners to grow and scale their businesses, and thus, scale ours as well.

Then finally, the path to market that we have, where we're entering the trucking market first because we have these unique technologies, because we have these tremendous partnerships, and we think we can build a heck of a business there, but we're not cheating personal mobility because the technology we're building, we're engineering it to be used in both applications. That makes us a unique company, certainly, a unique publicly traded company, to tackle both of these great opportunities and have the huge social impact, but ultimately, create an immense amount of value for our shareholders on the way as we (audio interference).

**Bob Safian**

I want to drill into what you said there, Chris, just a little bit more, if I may, because it sounds like there's technologies, there's this path to market and there's partnerships that, in some ways, link those two together.

Sterling, can you explain a little bit about how you approach the technology? You haven't focused on flashy demos the way some others have. How do you measure progress in this technology, and how should the investors think about what progress is for the self-driving market?

**Sterling Anderson**

Sure, yes. We think about what we're building as, effectively, the 2.0 approach to self-driving. When we say 2.0, we're referring to not only the technology, what we're building, but also how we're building it, how we're partnering, and how we're bringing it to market.

When it comes to that development, this has implications across both how we architect it to begin, specifically with a common driver platform that is capable of safely operating everything from a large Class A truck, all the way down to a small passenger vehicle. This is really important because this common platform enables the leveraging of a common set of developments that are required to better understand the world, and operate safely within it across several markets, use cases, application (inaudible) and vehicles classes.

In terms of our development, we have been focused on not the initial demonstration of what it means to drive around the block. We've done that. In past lives, many of us here at Aurora have worked at a number of companies who have done the baby steps and first-generation approaches, developed this. Our model was instead that of, let's bring together the 2.0 approach, how we would develop this system if we were developing it from a clean sheet, and with the benefit of that hindsight and that experience.

That then has implications for how we developed our hardware, our software, our data services, everything from our industry leading sensor suite, many of the key elements of which have been developed internally here at Aurora, all the way to our virtual development engine, which allows us the ability to spool up the equivalent of 50,000 trucks at a moment's notice to test our software before the client (phon).

**Bob Safian**

As I'm listening to you, Sterling, it's clear you guys don't like small problems. You like big problems that require big challenges. As you're talking through the technologies, they're daunting, they're exciting. At the same time, there are other challenges, obstacles, opportunities to get the self-driving business to scale, ecosystems, habits, business structures.

Chris, how do you think about bringing a tech like this to market with all of those elements in play?

**Chris Urmson**

I think at the heart of it is really partnership and teamwork. Internally, we've built a culture where people respect one another, where we challenge each other about how do we make the product and the business better, but fundamentally, there's respect. We famously have this no-jerks corporate value. We want good people that are excited about the mission.

Externally, it's really about partnership. It's about partnership whether it's somebody's working with us on a technology, or working with us to build our business. It's partnership with regulators and policy makers, helping them understand the incredible benefits that this technology will bring to society, making our roads safer, making them more accessible, making it less expensive and more efficient, while also having an honest conversation with them about the challenges and risks, so that they can be prepared for that and represent the constituents in the nation and as this technology comes to market.

**Bob Safian**

There's a future vision about what the transportation and mobility environment is going to be that's embedded in your ideas for Aurora, and that's both something that you're creating through the technology, but also, you're gauging to help people and organizations recognize how it's going to change their lives, how we have to change our habits and our approaches?

**Chris Urmson**

That's right, and as we think about things like freight (phon), where our first product will come to market, this is the backbone of the American economy. It's so important that we reinforce this (inaudible). Today, that backbone doesn't have enough drivers to actually serve the needs.

As we've talked to partners and customers in that space, it's clear that we can address a fundamental problem that today we have 60,000 too few people that are wiling to go drive trucks. By the end of the decade, we're going to be (audio interference) drivers short. The technology we're delivering with the Aurora driver will actually go in and fill that need and work next to the folks that are driving trucks today. We think that that's going to be an important part of keeping the economy charging forward, and doing our part in that.

**Bob Safian**

Mark, I think you alluded to this earlier, but the part of your calculation and your support of Aurora is about accessing both trucking and passenger mobility together that's sort of this broad exposure and opportunity across both is differentiated here. Can you explain that a little bit more?

**Mark Pincus**

Sure. There's companies in the self-driving market that are focused specifically on narrower solutions that are just addressing the trucking opportunity, and then there are a few large players who are focused on the general problem of self-driving across any type of mobility solution.

When we look at Aurora, we think it's amazing that they're going to be the first to commercialize the trucking opportunity at scale, but then leverage this same technology solution, the Aurora Driver is built to then work across all passenger opportunities, and ride hailing, and delivery. When we look at the ambition of the team and the technology combined with their pragmatic, strategic approach, we think this will be a truly unique opportunity for public market investors to basically make a venture at scale investment here where they get to bet on the broader self-driving opportunity across all market.

**Bob Safian**

If I'm hearing you right, the breadth of the opportunity, or the breadth of the bet in a certain way is you're not overreaching because there's a common platform across this? In other words, you're leveraging one for the other?

**Sterling Anderson**

That's right, yes.

**Mark Pincus**

Yes, so—sorry, I'll answer, and Chris and Sterling can give much more specific technical and product answers, but from a market standpoint, it's exciting that the Company is at the forefront of the innovation curve, both for the near-term opportunity where it's a more constrained problem set to solve this for, first, long-haul trucking, but then leverage that same lidar and complete solution, lidar software, everything, integrated solution, to apply that same product and technology to the broader passenger and delivery market. It gives them, it accelerates the Company's movement to address the broader market.

**Sterling Anderson**

Just to add a little detail around that, Bob, the hardware and the software and the data services are substantially common across trucking (inaudible) cars like commercial vehicles for delivery use case. This was an intentional decision we made at the outset of the Company.

When we originally architected our system, it was specifically to enable this commonality such that the most difficult parts of the self-driving problem, which tend to include perception of the world around you, forecasting of the future, of the intent and future actions of other actors, and the appropriate selection of a decision to make in the midst of them were leveraged across all of the use cases.

I think we've seen tremendous benefits already from this. In the early years at Aurora, we deployed our testing fleets almost exclusively on passenger vehicles in urban settings where the learnings were rapid, specifically as you encounter complex environments like downtown San Francisco, downtown Pittsburgh, Palo Alto, other areas.

When we made the leap to trucks as the natural extension of that platform that we'd architected for doing so, we immediately saw that our trucks were benefitting from an inheriting many of these advances that had been made for years on our passenger vehicle fleet, and we expect that continued leveraging of the developments, the learnings, the advancements that are made in any of these application domains to be inherited by all others.

Then that way, we expect that that scale that we're able to drive for our truck (inaudible) car, light commercial vehicle fleets will accrue to the benefit of all markets, all vehicles, by a virtue of this common driver, whose experience grows irrespective of which platform it's deployed in, or which industry it's operating.

**Bob Safian**

The vision you see for where this ends up is massive, right? Economically as well as in our societal—our habits and our ways of operating.

**Chris Urmson**

It's an incredible privilege. How many problems are there that you get to work on in life where you get to solve something that is technically very interesting and complex and stretches the mind where it has a profound social benefit, economic benefit to society, and then has the opportunity to create immense amount of shareholder value, all while doing that with great people. I wake up every morning and think about that, and it's just an incredible place to be.

**Bob Safian**

I have one last question I was to ask you, Chris. You've been called the father of self-driving. Aurora as a public company is acoming-of-age moment, in a certain way. How far along is your child, if you're the father? What will the next phase of its development look like?

**Chris Urmson**

For us now, the last few years have really been about investing in that foundational technology, making sure we understand this, and we understand how to deliver a scalable, commercializable product. The next couple of years are really about heads down, let's take that amazing technology, that amazing group of people that we have, focus it, harden it, and get it out in the market and actually doing something useful for the world.

Through that, we will see those social benefits and societal benefits we've been talking about, and we'll create immense amount of value for our shareholders, is the plan. We're excited for it, and we're really proud to have the opportunity to bring more people along on this journey with us as we enter the public markets.

**Bob Safian**

Well, congratulations, again, to all of you for reaching this milestone, and thanks for sharing and answering my questions, and good luck to you.

**Sterling Anderson**

Thank you.

**Chris Urmson**

Thanks, Bob.

**Female Speaker**

Thanks, Bob.

Cautionary Statement Regarding Forward-Looking Statements

This document contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transaction between Reinvent and Aurora. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "continue," "likely," and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this document, including but not limited to: (i) the risk

that the proposed transaction may not be completed in a timely manner or at all, which may adversely affect the price of Reinvent's securities, (ii) the risk that the proposed transaction may not be completed by Reinvent's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by Reinvent, (iii) the failure to satisfy the conditions to the consummation of the proposed transaction, including the adoption of the Agreement and Plan of Merger, dated as of July 14, 2021 (the "Merger Agreement"), by and among Reinvent, Aurora and Reinvent Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Reinvent, by the shareholders of Reinvent, the satisfaction of the minimum cash condition following redemptions by Reinvent's public shareholders and the receipt of certain governmental and regulatory approvals, (iv) the inability to complete the PIPE investment in connection with the proposed transaction, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, (vi) the effect of the announcement or pendency of the proposed transaction on Aurora's business relationships, operating results and business generally, (vii) risks that the proposed transaction disrupts current plans and operations of Aurora and potential difficulties in Aurora employee retention as a result of the proposed transaction, (viii) the outcome of any legal proceedings or other disputes that may be instituted against Aurora or against Reinvent related to the Merger Agreement or the proposed transaction or otherwise, (ix) the ability to maintain the listing of Reinvent's securities on a national securities exchange, (x) the price of Reinvent's securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which Reinvent plans to operate or Aurora operates, variations in operating performance across competitors, changes in laws and regulations affecting Reinvent's or Aurora's business and changes in the combined capital structure, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities, and (xii) the risk of downturns and a changing regulatory landscape in the highly competitive self-driving industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Reinvent's registration statement on Form S-1 (File No. 333-253075), its Quarterly Report on Form 10-Q for the period ended March 31, 2021, the registration statement on Form S-4 discussed below and other documents filed by Reinvent from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Reinvent and Aurora assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither Reinvent nor Aurora gives any assurance that either Reinvent or Aurora or the combined company will achieve its expectations.

Additional Information and Where to Find It

This document relates to a proposed transaction between Reinvent and Aurora. This document is not a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction and does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Reinvent intends to file a registration statement on Form S-4 with the SEC, which will include a preliminary prospectus and proxy statement of Reinvent, referred to as a proxy statement/prospectus. A final proxy statement/prospectus will be sent to all Reinvent shareholders. Reinvent also will file other documents regarding the proposed transaction with the SEC. Before making any voting or investment decision, investors and security holders of Reinvent are urged to read the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction because they will contain important information about the proposed transaction.

Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by Reinvent through the website maintained by the SEC at www.sec.gov.

The documents filed by Reinvent with the SEC also may be obtained free of charge at Reinvent's website at:

https://y.reinventtechnologypartners.com

or upon written request to 215 Park Avenue, Floor 11 New York, NY.

Participants in Solicitation

Reinvent and Aurora and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Reinvent's shareholders in connection with the proposed transaction. A list of the names of the directors and executive officers of Reinvent and Aurora and information regarding their interests in the business combination will be contained in the proxy statement/ prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.