

Execution Copy

Escrow Agreement
SPAC Project Daffodils

by and among

Odyssey Acquisition Subsidiary B.V.
as the Company

and

Intertrust Escrow and Settlements B.V.
as the Escrow Agent

and

Stichting Odyssey Escrow
as the Foundation

and

Odyssey Acquisition S.A.
as the SPAC

Dated 30 June 2021

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INTRODUCTION:

This escrow agreement (the **Escrow Agreement**) is dated 30 June 2021 and made between:

- (1) **Odyssey Acquisition Subsidiary B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands (registered under number 82982953 in the Dutch commercial register) with its corporate seat in Amsterdam, the Netherlands and having its address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands (the **Company**);
- (2) **INTERTRUST ESCROW AND SETTLEMENTS B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands (registered under number 74027166 in the Dutch commercial register) with its corporate seat in Amsterdam, the Netherlands and having its address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands (the **Escrow Agent**);
- (3) **STICHTING ODYSSEY ESCROW**, a foundation (*stichting*) incorporated in the Netherlands (registered under number 83023046 in the Dutch commercial register) with its corporate seat in Amsterdam, the Netherlands and having its address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands (the **Foundation**); and
- (4) **Odyssey Acquisition S.A.**, a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (registered number B255412 in the Luxembourg Trade and Companies Register) with its registered address at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg (the **SPAC**).

The parties under (1) through (4) above are hereinafter each also referred to as a Party and jointly as the Parties.

WHEREAS:

- (A) The SPAC is a blank cheque company incorporated for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganisation or similar business combination with a target business or entity (a **Business Combination**). The SPAC intends to focus on entities which operate in Europe although it may decide to enter into a Business Combination with target business that is not based in Europe and does not have any operations or opportunities in Europe. The SPAC has prepared the Prospectus in connection with the initial offering of 30,000,000 Ordinary Shares and 10,000,000 warrants issued in the form of Units at a price of EUR 10 per Unit, representing a value of EUR 300,000,000 (the **Private Placement**). The reason for the Private Placement is to raise capital that will fund the consideration to be paid for such Business Combination and transaction costs associated therewith.
- (B) The SPAC's main objective is to complete a Business Combination within 24 months from the Settlement Date, subject to a six-month extension period if approved by a shareholder vote (the **Business Combination Deadline**). Following the Private Placement, the SPAC will make a capital contribution to the Company in an amount of 100% of the gross proceeds of the Private Placement (EUR 300,000,000). The Company will deposit the amount of such capital contribution (the **Initial Escrow Amount**) in the escrow account.
- (C) In order to ensure the sums committed by the Ordinary Shareholders are used for no other purpose than as set out in the Prospectus (including funding the consideration due in connection with the Business Combination, and subject to the Business Combination being completed) and the costs of identifying and establishing the Business Combination, the Company and the SPAC now wish to enter into this Escrow Agreement with the Escrow Agent and the Foundation.

THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Escrow Agreement:

Account Bank means JPMorgan Account Bank or any other bank in the European Union;

Admission means the admission of all of the Ordinary Shares and, separately, all of the Warrants, to listing and trading on Euronext Amsterdam;

Articles of Association means the articles of association of the SPAC in force, as amended from time to time;

Business Combination means one or more merger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination;

Business Combination Deadline means the date that is 24 months from the Settlement Date, subject to a six-month extension period if approved by a resolution of the general meeting of shareholders of the SPAC;

Business Combination EGM means an extraordinary general meeting of the shareholders of the SPAC;

Business Day means any day on which banks are open for business in the Netherlands and the Grand Duchy of Luxembourg;

Call Back Contact means a person appointed by a Party and specified as such in Schedule 1;

Change of Control has the meaning given to it in Clause 9.3 of the Terms;

Change of Control Notification has the meaning given to it in Clause 9.2(a) of the Terms;

Dispute means any dispute arising from or in connection with this Escrow Agreement;

Escrow Account means the bank account held by the Foundation with the Account Bank with the details as set out in Schedule 2;

Escrow Agent has the meaning given to it in the Introduction and shall include the Escrow Agent for the time being and all its successors;

Escrow Agreement has the meaning given to it in the introduction;

Escrow Amount means the amount from time to time recorded by the Escrow Agent in the Escrow Account, including positive interest accruing on such amount, comprising:

- (a) the Initial Escrow Amount;

plus

- (b) any further amount(s) transferred into the Escrow Account in accordance with this Escrow Agreement,

in each case, once the Escrow Agent has confirmed receipt of such amounts as Final Cleared Funds;

minus

- (c) any amounts deducted or otherwise paid out of the Escrow Account from time to time in accordance with this Escrow Agreement;

Escrow Services means the tasks assigned to the Escrow Agent in this Escrow Agreement including, but not limited to, maintaining the records for the Escrow Account, providing instructions to the Foundation as required for the Foundation to receive and disburse the Escrow Amount and the Interest in accordance with this Escrow Agreement;

Excluded Amount means any amount:

- (a) not expressly permitted to be transferred to the Escrow Account under this Escrow Agreement; or
(b) which has not been received as Final Cleared Funds;

Fees means the fees payable to the Escrow Agent as set out in Schedule 4;

Final Cleared Funds means amounts received in the Escrow Account by way of irrevocable payment;

Foundation has the meaning given to it in the Introduction;

Initial Escrow Amount has the meaning given to it in Recital (B);

Interest means the amount of interest calculated in accordance with Clause 5.13;

Interest Rate means the interest rate payable on the funds held in the Escrow Account, which consists of a Euro short-term rate (**ESTR**) plus 3 bps for the first 12 months from the Settlement Date and **ESTR** minus 2 bps for the 12 months thereafter as confirmed by the respective Account Bank;

JPMorgan Account Bank mean J.P. Morgan Bank Luxembourg S.A.;

KYC Information has the meaning given to it in Clause 9.1 of the Terms;

Law and Regulation means any applicable law, rule, regulation, court order or decision made by any competent judicial, governmental, supervisory, regulatory or administrative body;

Lawyer Statement means a statement substantially in the form set out in Schedule 8 from a lawyer who is admitted to the bar in the Netherlands for a consecutive period of eight years;

Listing Agent means ABN AMRO Bank N.V.;

Notary means one of the civil law notaries of Stibbe N.V. in Amsterdam, the Netherlands, or his/her substitute;

Notarial Declaration means a notice substantially in the form set out in Schedule 6;

Notice means any notice, instruction and/or communication to the Escrow Agent under or in connection with this Escrow Agreement, including, but not limited to, any Payment Notice, Termination Notice or Schedule 1 Amendment Notice;

Ordinary Share means one Class A share in the share capital of the SPAC with a par value of EUR 0.001;

Party and **Parties** have the meaning given to it in the introduction;

Payment Date means the date falling no later than two (2) Business Days after the date on which the Payment Notice Conditions have been fulfilled;

Payment Event means any of the following:

- (a) redemption by any holder of Ordinary Shares in connection with the completion of a Business Combination in accordance with the Articles of Association;
- (b) redemption in connection with amendments to the Articles of Association in respect of which the SPAC pursuant to the Prospectus shall allow the holders Ordinary Shares to redeem such Ordinary Shares upon approval of such amendments;
- (c) the passing of the Business Combination Deadline without the SPAC completing a Business Combination;
- (d) the dissolution of the SPAC; or
- (e) the Required Majority adopting a resolution to approve a Business Combination prior to the Business Combination Deadline.

Payment Notice means a notice substantially in the form set out in Schedule 3;

Payment Notice Conditions means, in relation to a Payment Notice:

- (a) it is delivered to the Escrow Agent in accordance with Clause 6;
- (b) the relevant Requested Payment (when aggregated with the total amount of any other Requested Payments not yet made) does not exceed the Escrow Amount on the date such Payment Notice is received by the Escrow Agent;
- (c) it identifies the payee of the Requested Payment;
- (d) the payee of the Requested Payment is a Permitted Payee; and
- (e) if necessary, the Escrow Agent has successfully completed the Verification Procedure;

Permitted Payee means either:

- (a) the Company;
- (b) the SPAC;
- (c) the Listing Agent; or
- (d) any other third party payee listed in a Lawyer Statement, provided that:
 - (i) the relevant details of such other third party payee have been completed in the Lawyer Statement; and
 - (ii) payment to such other third party payee would not, in the opinion of the Escrow Agent (at its sole discretion), result in a breach of Law and Regulation;

Private Placement has the meaning given to it in Recital (A);

Proceedings means any proceedings relating to a Dispute;

Prospectus means the prospectus dated 1 July 2021, prepared in connection with the Private Placement described therein and for purposes of the Admission;

Replacement Date has the meaning given to it in Clause 8.6 of the Terms;

Replacement Notice has the meaning given to it in Clause 8.1 of the Terms;

Requested Payment means an amount requested to be paid to a Permitted Payee pursuant to a Payment Notice or pursuant to a Lawyer Statement;

Required Majority means a majority of at least (i) 50% + 1 of the votes cast at the Business Combination EGM or (ii) in the event that the Business Combination is structured as a merger, a division or any operation entailing an amendment of the Articles of Association, a two third majority of the votes cast at the Business Combination EGM within each class of shares in the SPAC, with at least 50% of the issued share capital being present or duly represented within each class of shares at such meeting;

Resignation Notice has the meaning given to it in Clause 8.3 of the Terms;

Schedule 1 Amendment Notice means, in relation to a party, a notice to the Escrow Agent substantially in the form set out in Part B of Schedule 1;

Settlement means delivery of, the Ordinary Shares and Warrants to investors;

Settlement Date means the date on which Settlement occurs;

Signatory means each individual appointed on behalf of a party whose name and specimen signature are set out in the relevant part of Schedule 1, where applicable, as amended by the most recent Schedule 1 Amendment Notice;

Termination Notice means a notice substantially in the form set out in Schedule 9;

Terms means the terms as set out in Schedule 5;

Third Party Waiver Letter means a third party waiver letter substantially in the form set out in Schedule 7;

Third Party Payment means a payment to the Escrow Account by a Third Party Payor;

Third Party Payor means the Listing Agent;

Unit means a unit consisting of one (1) Ordinary Share and one-third (1/3) Warrant;

Verification Procedure means the procedure set out in Clause 1.5 of the Terms; and

Warrant means a redeemable (whole) warrant issued by the SPAC, each giving right to acquire one Ordinary Share.

2. APPOINTMENT OF THE ESCROW AGENT

2.1 The Company hereby appoints the Escrow Agent to provide and carry out the Escrow Services.

2.2 The Escrow Agent hereby accepts such appointment subject to the terms and conditions of this Escrow Agreement and in consideration of the payment of the Fees.

2.3 The Escrow Agent shall instruct the Foundation to open and maintain the Escrow Account.

3. ROLE OF THE FOUNDATION

3.1 The Foundation shall:

(a) at the request of the Escrow Agent, open and maintain the Escrow Account; and

(b) comply with the instructions given to it by the Escrow Agent as required for the Escrow Agent to perform the Escrow Services.

3.2 The Foundation shall hold legal title to the Escrow Amount.

3.3 The Company, the SPAC and the Escrow Agent have no right or claim (including for damages) against the Foundation and the Foundation shall have no liability, other than pursuant to this Clause 3 and Clause 1.13 of the Terms.

3.4 The Escrow Amount will be held in the Escrow Account and will not be used to invest in securities or assets.

3.5 The Foundation shall not have any obligations under or in connection with this Escrow Agreement, other than as set out in this Clause 3.

4. PAYMENTS TO THE ESCROW ACCOUNT

General

- 4.1 The Company shall irrevocably transfer the Initial Escrow Amount to the Escrow Account within one (1) Business Day of the Settlement Date.
- 4.2 The Company may transfer additional amounts to the Escrow Account at any time after the date of this Escrow Agreement, provided that the Escrow Agent has:
- (a) been notified in advance in writing that such amount is intended to be recorded as part of the Escrow Amount; and
 - (b) agreed to such transfer.
- 4.3 The Escrow Agent shall, as soon as reasonably practicable after receipt of Final Cleared Funds, confirm receipt of such amount(s) to the Company in accordance with this Escrow Agreement.
- 4.4 Neither the Company nor any other payor is entitled to claim or seek to claim repayment of all or any part of the Escrow Amount, other than in accordance with Clause 5.

Third Party Payments

- 4.5 In the event of a proposed Third Party Payment, the Company shall procure that the relevant Third Party Payor has:
- (a) on or before the date such Third Party Payment is made, complied with any compliance requests or requirements made by the Escrow Agent in respect of such Third Party Payment; and
 - (b) no less than two (2) Business Days before such Third Party Payment is made, delivered a duly executed Third Party Waiver Letter to the Escrow Agent, including evidence of the authority of the persons that have executed the Third Party Waiver Letter to represent the relevant Third Party Payor in form and substance satisfactory to the Escrow Agent (acting in its sole discretion).
- 4.6 In the event that a Third Party Payment is made before the conditions set out in Clause 4.5 are fulfilled to the satisfaction of the Escrow Agent (in its sole discretion):
- (a) the Escrow Agent shall be under no obligation to confirm receipt of such Third Party Payment; and
 - (b) such Third Party Payment shall be deemed an Excluded Amount and Clause 1.12 of the Terms shall apply, in each case, unless otherwise agreed by the Escrow Agent (acting in its sole discretion).
- 4.7 In the event of a Third Party Payment made on behalf of a Party, the relevant Party agrees and acknowledges that such Third Party Payment shall be treated exclusively in accordance with the provisions of this Escrow Agreement.

5. PAYMENTS FROM THE ESCROW ACCOUNT

Payment by Payment Notice

5.1 Subject to the occurrence of a Payment Event, the Company may request the Escrow Agent to instruct the Foundation to make a payment of all or any part of the Escrow Amount to a Permitted Payee by delivering to the Escrow Agent a duly completed Payment Notice plus a Notarial Declaration and the following documentation (as applicable) attached thereto:

(a) in respect of the Payment Event listed under paragraph (a) of the definition thereof: a true copy (*afschrift*) of notarial record deed (*proces verbaal akte*) executed by a Notary from which it is apparent that the chairperson of the Business Combination EGM has established that the Required Majority has adopted a resolution to approve the Business Combination;

(b) in respect of the Payment Event listed under paragraph (b) of the definition thereof: a true copy of a copy of the deed of amendment whereby the relevant amendment to the Articles of Association to allow the redemption was effected;

(c) in respect of the Payment Event listed under paragraph (c) of the definition thereof: a true copy of notarial record deed (*proces verbaal akte*) executed by a Notary from which it is apparent that the Business Combination Deadline has expired;

(d) in respect of the Payment Event listed under paragraph (d) of the definition thereof: a true copy of notarial record deed (*proces verbaal akte*) executed by a Notary from which it is apparent that the chairperson of the Business Combination EGM has established that the SPAC's general meeting of shareholders has resolved to dissolve the SPAC; or

(e) in respect of the Payment Event listed under paragraph (e) of the definition thereof: a true copy (*afschrift*) of notarial record deed (*proces verbaal akte*) executed by a Notary from which it is apparent that the chairperson of the Business Combination EGM has established that the Required Majority has adopted a resolution to approve the Business Combination.

5.2 For informational purposes only, it is noted that on completion of a Business Combination, the following would occur. If the Business Combination is effected at the level of the SPAC, the Company shall make a (liquidation) distribution to the SPAC of the amounts held in the Escrow Account, and the SPAC shall pay out such amount in accordance with the following order of priority: (i) to redeem the Ordinary Shares for which a redemption right was validly exercised; (ii) to pay the deferred commission to J.P. Morgan AG and Goldman Sachs International due upon the completion of the Business Combination; (iii) to pay expenses and fees related to the Business Combination including legal and advisory fees; (iv) to refund Odyssey Sponsor for any Excess Costs (as defined in the Prospectus) provided in the form of promissory notes; and (v) to pay the consideration for the Business Combination. However, if the Business Combination is effected at the level of the Company, the Company shall distribute to the SPAC, out of the amounts held in the Escrow Account, such amount as required in order for the SPAC to pay out such amount in accordance with the following order of priority: (i) to redeem the Ordinary Shares for which a redemption right was validly exercised; (ii) to pay the deferred commission to J.P. Morgan AG and Goldman Sachs International due upon the completion of the Business Combination; and (iii) to refund Odyssey Sponsor for any Excess Costs (as defined in the Prospectus) provided in the form of promissory notes. The Company shall retain the remaining amounts held in the Escrow Account in order to pay (i) expenses and fees related to the Business Combination including legal advisory fees; and (ii) the consideration for the Business Combination.

5.3 The Company shall execute the statement included in Schedule 10 to this Agreement for the benefit of the Notary. The statement must be executed before the declaration referred to in Clause 5.1 above is provided.

- 5.4 Taking into account the provisions of Clause 3 and provided that all of the Payment Notice Conditions have been satisfied, the Escrow Agent shall instruct the Foundation to make the Requested Payment no later than the Payment Date.
- 5.5 Each of the Parties declare that they have explicitly consented, and to the extent required now and hereby explicitly consent to the Notary, executing the declaration referred to above, and the Company and the SPAC being assisted by Stibbe in all matters connected with this Agreement, and any conflicts arising from it.
- 5.6 The Parties agree that the Notary, Stibbe N.V. nor any partners or employees of Stibbe N.V. shall not be liable for his/her/its performance under this Agreement to any of the Parties or any third party, including for any delay in issuance of the declaration referred to above, unless such liability arises as a result of gross negligence, fraud or willful misconduct of the Notary.
- 5.7 After approval of the Company, the Notary may designate a reputable civil-law notary in the Netherlands to be engaged for the performance of the services to be provided by the Notary as set out in this Agreement.
- 5.8 As of the moment the Notary is engaged and accepted to provide the requested declaration referred to above, the Clauses 5.1, 5.3, 5.4, schedule 6 and schedule 10 to this Agreement may only be amended or supplemented in writing after approval of the Notary, notwithstanding the provisions of Clause 1.6 of the Terms.

Payment by Lawyer Statement

- 5.10 Payment of any or all of the Escrow Amount may be requested on the basis of a duly executed Lawyer Statement delivered to the Escrow Agent.
- 5.11 As soon as reasonably practicable after receipt by the Escrow Agent of a Lawyer Statement, the Escrow Agent shall instruct the Foundation to transfer (a part of) the Escrow Amount to the Company and/or the Listing Agent and/or a Permitted Payee as set forth in the Lawyer Statement.
- 5.12 In the event of receipt of a Lawyer Statement the Escrow Agent shall not be liable for any loss of any Party as a result of reliance upon such Lawyer Statement when instructing the Foundation to make a payment. The Escrow Agent shall rely solely on the representations and instructions contained in such Lawyer Statement and shall have no obligation or responsibility whatsoever to verify the correctness of the contents of the Lawyer Statement or judgment to which it relates. Furthermore, to the extent the Escrow Agent has any reasonable doubt as to the correctness, validity or authenticity of a Lawyer Statement it shall be entitled to suspend or refrain from instructing the Foundation to make the payment contemplated by such Lawyer Statement and shall promptly inform the Company in writing hereof. In addition to Clause 4.4 of the Terms (which also applies in this context), the Escrow Agent shall not be liable to the Company or any third party for a delay in making such payment.

Payment of Interest

- 5.13 Interest (positive or negative) shall accrue on or be deducted from the Escrow Amount at the Interest Rate. In the event that, application of the Interest Rate results in a negative amount of Interest, the Escrow Agent will attribute any such negative amount in accordance with Clause 5.14.
- 5.14 Where an amount is paid from the Escrow Amount by the Escrow Agent in accordance with this Clause 5.14, the recipient of such payment acknowledges that, where the interest is negative, the Escrow Agent is entitled to set-off a proportionate part of the interest against such payment.

6. NOTICES

- 6.1 A Notice shall only be considered duly completed if it:
- (a) is in writing;
 - (b) is in the English language;
 - (c) is sent by electronic mail to escrow-settlement@intertrustgroup.com; and
 - (d) is, subject to Clause 6.2, executed on behalf of a party by:
 - (i) that party's Signatory or Signatories (as required); or
 - (ii) to the extent that party's Signatory or Signatories (as required) are unavailable, any other duly authorised representative or representatives of that party, provided that the Escrow Agent is provided with: (1) evidence of each such person's authority to represent that party in form and substance satisfactory to the Escrow Agent (acting in its sole discretion); and (2) a representation as to the unavailability of that party's Signatory or Signatories (as required) as set out in the relevant form of Notice scheduled hereto.

- 6.2 Any Schedule 1 Amendment Notice requesting a change in Call Back Contact or its details shall only be duly completed if the signature(s) of the person(s) executing that Schedule 1 Amendment Notice are certified by a lawyer, (public) notary or accountant, whose registration is available for independent verification via a publicly available source and otherwise satisfactory to the Escrow Agent.
- 6.3 Any amendments requested pursuant to a Schedule 1 Amendment Notice provided to the Escrow Agent shall become effective no later than 2 (two) Business Days after:
- (a) that Schedule 1 Amendment Notice has been duly completed and has been received by the Escrow Agent in accordance with this Clause 6; and
 - (b) if required, the Verification Procedure has been completed to the satisfaction of the Escrow Agent, or on such later date as elected by the relevant party in the Schedule 1 Amendment Notice.
- 6.4 Notwithstanding Clause 1.6 of the Terms, each party may unilaterally amend its details in Schedule 1 by delivering to the Escrow Agent a duly completed Schedule 1 Amendment Notice in accordance with Clause 6.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Escrow Agreement and any Notice and all non-contractual or other obligations arising out of or in connection with this Escrow Agreement or any Notice are governed by the laws of the Netherlands.
- 7.2 The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any Dispute, including a Dispute regarding the existence, validity or termination of this Escrow Agreement, or relating to any non-contractual or other obligations arising out of or in connection with this Escrow Agreement, or the consequences of its nullity.
- 7.3 The documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served in any manner allowed by law. This Clause applies to Proceedings in the Netherlands and to Proceedings elsewhere.

8. REPRESENTATION BY ATTORNEY

If a Party to this Escrow Agreement is represented by (an) attorney(s) in connection with the execution of this Escrow Agreement or any agreement or document pursuant hereto, and the relevant power of attorney is expressed to be governed by the laws of the Netherlands, such choice of law is hereby accepted by each party to this Escrow Agreement, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

[Signature pages follow]

SIGNATURE PAGES

For and on behalf of Odyssey Acquisition Subsidiary B.V.

Signature:	_____	Signature:	_____
Name:	Name:		
Position:	Position:		

For and on behalf of **Intertrust Escrow and Settlements B.V.**

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:



For and on behalf of **Stichting Odyssey Escrow**

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:



For and on behalf of **Odyssey Acquisition S.A.**

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:

**SCHEDULE 1
COMPANY DETAILS**

Part A: The Company Contact and Account Details				
Odyssey Acquisition Subsidiary B.V.	<i>Account Information</i>	Correspondence Address:	Prins Bernhardplein 200, 1097 JB Amsterdam	
		Account Holder:	Odyssey Acquisition Subsidiary B.V.	
		Account Number:		
		IBAN Number:		
		Bank:		
		Bank Address:		
		SWIFT:		
	<i>General Contact Person</i>	Name:	Boudewijn Thus	
		Telephone:	+31654363903	
		Email:	Boudewijn.thus@intertrustgroup.com	
	<i>Call Back Contact¹</i>	Name:	Boudewijn Thus	
		Telephone:	+31654363903	
		Email:	Boudewijn.thus@intertrustgroup.com	
	<i>Signatory 1 Details</i>	Name:	Boudewijn Thus	
		Specimen Signature:		
	<i>Signatory 2 Details</i>		Henri Kröner	
		Specimen Signature:		
	<i>Notices</i>	Both Signatory 1 and Signatory 2 must sign a Notice for it to be duly completed		

¹ **DRAFTING NOTE:** Call back Contact, wherever possible, to be DIFFERENT person to nominated Signatories.

PART B: FORM OF SCHEDULE 1 AMENDMENT NOTICE

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: Odyssey Acquisition Subsidiary B.V. (the **Company**)

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021, the Escrow Agent, Stichting Odyssey Acquisition Escrow as the Foundation and Odyssey Acquisition Subsidiary B.V. as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. This is a Schedule 1 Amendment Notice.
2. Part A of Schedule 1 of the Escrow Agreement shall be replaced with the following:

[INSERT REVISED PART A OF SCHEDULE 1]
3. The amendment set out in paragraph 2 above shall be effective as from [•] 20[•], subject to the provisions of Clause 6.3 of the Escrow Agreement.
4. To the extent this Schedule 1 Amendment Notice is signed on behalf of a party by a person who is not a Signatory, each person that has signed this Schedule 1 Amendment Notice in lieu of a Signatory or Signatories hereby represents and warrants in accordance with Clause 6.1(d)(ii) that the relevant Signatory or Signatories are unavailable and that he or she is duly authorised to sign this Schedule 1 Amendment Notice.

For and on behalf of Odyssey Acquisition Subsidiary B.V.

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:

**SCHEDULE 2
ESCROW ACCOUNT**

Escrow Account Details		
	Account Holder:	Stichting Odyssey Escrow
	Account Reference:	Project Daffodils
	Currency:	EUR
	IBAN Number:	LU200670006500001170
	Account Bank:	J.P. Morgan Bank Luxembourg S.A.
	Account Bank Address:	6 Route de Trèves Senningerberg, L-2633 Luxembourg
	SWIFT:	CHASLULX

SCHEDULE 3
FORM OF PAYMENT NOTICE

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: Odyssey Acquisition Subsidiary B.V. (the **Company**)

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021, the Escrow Agent, Stichting Odyssey Acquisition Escrow as the Foundation and Odyssey Acquisition Subsidiary B.V. as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. This is a Payment Notice, by which the undersigned, *i.e.* the executive directors of the Company, confirm that a Payment Event (a,b,c,d or e) has occurred.
2. Attached is a Notarial Declaration signed by the Notary confirming that a Payment Event (a,b,c,d or e) has occurred **plus** the documentation attached thereto as described in Clause 5.1 (a,b,c,d, or e) of the Escrow Agreement.
3. The Company hereby instructs the Escrow Agent to procure payment by the Foundation of:

EUR [•] to [the Company/ specific Permitted Payee].
4. To the extent this Payment Notice is signed on behalf of the Company by a person who is not a Signatory, each person that has signed this Payment Notice in lieu of a Signatory or Signatories hereby represents and warrants in accordance with Clause 6.1(d)(ii) of the Escrow Agreement that the relevant Signatory or Signatories are unavailable and that he or she is duly authorised to sign this Payment Notice.

For and on behalf of Odyssey Acquisition Subsidiary B.V

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:

**SCHEDULE 4
FEES**

Service	Fee EUR	Paid By	How Paid
Set-up/arrangement fee (one-off)	30,000 EUR	the Company	Due and payable on receipt of an invoice from the Escrow Agent.
Release Fee	1,000 EUR	Recipient of relevant payment.	Deducted automatically from the payment amount at time of payment.
Escrow Agent Maintenance Fee (per annum)	1 bps x the Initial Escrow Amount with a minimum of 25,000 EUR	the Company	Due and payable on receipt of an invoice from the Escrow Agent.

Notes:

1. All fees are exclusive of VAT.

SCHEDULE 5 TERMS

1. GENERAL

- 1.1 These Terms apply to and form an integral part of this Escrow Agreement.
- 1.2 In this Escrow Agreement:
- (a) words in the singular include the plural and vice versa;
 - (b) headings and paragraphs are for ease of reference only and shall not be used to interpret this Escrow Agreement;
 - (c) references to Clauses, the Introduction, Recitals and Schedules are to Clauses, the Introduction, Recitals and Schedules to this Escrow Agreement (including these Terms);
 - (d) references to Schedule 1 or any part of Schedule 1 are references to Schedule 1 or such part of Schedule 1 (as applicable) as the same may have been amended pursuant to a Schedule 1 Amendment Notice from time to time;
 - (e) reference to any agreement or document includes amendments and replacements of and supplements to such agreement or document;
 - (f) EUR denotes the single currency of each member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to the Economic and Monetary Union, USD denotes the lawful currency of the United States of America and GBP denotes the lawful currency of the United Kingdom of Great Britain and Northern Ireland;
 - (g) a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality); and
 - (h) references to amounts being received in the Escrow Account by way of irrevocable payment include (where applicable) payments in respect of which the cover payment has been received in the nostro account of the correspondent bank of the Account Bank.
- 1.3 No Party is permitted to transfer, assign and/or encumber any of its rights or obligations under this Escrow Agreement or Terms without the prior written consent of the Escrow Agent.
- 1.4 This Escrow Agreement and the Terms shall be binding upon and enure solely for the benefit of the Escrow Agent, the Foundation and the Company and their respective successors and assignees.
- 1.5 The Terms and this Escrow Agreement may only be waived by written consent signed by the Escrow Agent or the Company granting the waiver. The waiver, by any of the aforementioned Party referred to in this Clause, of a breach of any provision of this Escrow Agreement including these Terms shall not operate or be construed as a waiver of any other provision and any extension of time for the performance of any obligation shall not be deemed to be an extension of time for the performance of any other obligation.
- 1.6 This Escrow Agreement and the Terms may only be amended or supplemented in writing and with the approval of the Escrow Agent and the Company.
- 1.7 Save as expressly otherwise stated, this Escrow Agreement and the Terms do not contain a stipulation in favor of a third party (*derdenbeding*).
- 1.8 If a provision of this Escrow Agreement or a Notice is or becomes illegal, invalid or unenforceable in any jurisdiction, it shall not affect the validity or enforceability in that jurisdiction of any other provision of this Escrow Agreement or the respective Notice, as the case may be.

This Escrow Agreement and any Notice may be executed in any number of counterparts, each of which when executed shall be deemed an original but all of which together shall constitute one and the same instrument.

- 1.9 In the event of any conflict between this Escrow Agreement and the Prospectus, the terms of this Escrow Agreement shall at all times prevail between the Company, the Escrow Agent and the Foundation.
- 1.10 No printed or other matter in any language (including without limitation prospectuses, notices, reports and promotional material) which mentions the name of the Escrow Agent and/or the Foundation or the rights, powers, or duties of the Escrow Agent and or the Foundation shall be publicly issued by the Company or on its behalf unless Escrow Agent and or Foundation shall first have given its express written consent thereto.
- 1.11 The Company agrees to the use of any form of telephonic or electronic monitoring or recording by the Escrow Agent according to Escrow Agents' standard operating procedures or as the Escrow Agent deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Escrow Agreement.
- 1.12 Excluded Amounts shall not form part of the Escrow Amount and the Escrow Agent shall have no liability in respect of any Excluded Amounts. The Escrow Agent shall provide such cooperation as may be reasonably required by the Company to return such Excluded Amounts or to allow such Excluded Amounts to form part of the Escrow Amount. The Escrow Agent shall not be required to take any further action in relation to such Excluded Amounts.
- 1.13 The Company has no other claims against the Escrow Agent or the Foundation for payment from the Escrow Account and have no further or other rights in respect of the Escrow Amount or the Escrow Account other than those expressly provided for in this Escrow Agreement.

2. DUTIES AND RESPONSIBILITIES OF THE ESCROW AGENT AND THE FOUNDATION

- 2.1 This Escrow Agreement expressly sets forth all the duties of the Escrow Agent and the Foundation. Neither the Escrow Agent nor the Foundation shall be bound by (and shall be deemed not to have notice of) the provisions of any other agreement, whether or not previously disclosed to the Escrow Agent, entered into by or involving the Party and no implied duties or obligations of the Escrow Agent shall be read into this Escrow Agreement or any Notice.
- 2.2 The obligations and duties of the Escrow Agent will be performed only by the Escrow Agent and, except to the extent required under any applicable law, are not obligations or duties of any other group company (or branch) or the Foundation and the rights of the Party with respect to the Escrow Agent extend only to such Escrow Agent.

3. LIABILITY OF THE ESCROW AGENT AND THE FOUNDATION

- 3.1 None of the Escrow Agent, the Foundation or any party related thereto, including their respective directors, officers, and employees shall be liable to any person or entity for any loss, liability, claim, action, damages or expenses arising out of or in connection with its performance of or its failure to perform any of its obligations under this Escrow Agreement, unless caused by its own fraud (*bedrog*), gross negligence (*grove schuld*) or wilful misconduct (*opzet*).
- 3.2 The Party shall not be entitled to claim from the Escrow Agent or the Foundation or any party related thereto, including their respective directors, officers, and employees any punitive, special, indirect or consequential damages or loss of profit or for any loss of goodwill or possible business, whether actual or prospective, as a result of or in connection with this Escrow Agreement.
- 3.3 To the extent legally permitted under Law and Regulation and without prejudice to the obligation of the Escrow Agent to instruct the Foundation to transfer all or part of the Escrow Amount in accordance with this Escrow Agreement, the total liability of the Escrow Agent for any actions, claims, losses, liabilities, damages, costs, charges or expense suffered or incurred by the Party arising, directly or indirectly, in connection with this Escrow Agreement shall be limited to an amount paid-out in the relevant case, if any, under the professional liability insurance policies applicable to the Escrow Agent's group from time to time, plus the amount of its excess that is not covered by insurance under the relevant policy conditions. In the event that no monies are paid out under such insurance policy for whatever reason, the Escrow Agent's liability shall not exceed the aggregate amount of fees paid to the Escrow Agent under this Escrow Agreement.
- 3.4 None of the Escrow Agent, the Foundation or any party related thereto, including their respective directors, officers, and employees shall be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Escrow Agreement, whether arising as a direct or indirect result where, in the reasonable opinion of the Escrow Agent, performance of such duty or obligation under or pursuant to this Escrow Agreement would or may be illegal or would result in the Escrow Agent, the Foundation or any party related thereto, including their respective directors, officers, and employees, being in breach of any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action

(whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organisation to which the Escrow Agent, the Foundation or any party related thereto, including their respective directors, officers, and employees, is subject.

- 3.5 The Escrow Agent may consult legal counsel or other appropriate professional advisers as the case may be, over any question as to the provisions of this Escrow Agreement or its duties. The Escrow Agent shall have no liability for any action subsequently taken by it in accordance with the written opinion of lawyers or other professional advisers with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted in accordance with such advice.
- 3.6 The Escrow Agent is under no duty to verify that funds paid out from the Escrow Account are actually applied for the purpose for which they were requested to be paid out.
- 3.7 The Escrow Agent shall under no circumstances be liable under, or a party to, nor bound by, nor have any obligation to monitor compliance by any other party with, any share purchase agreement, asset purchase agreement or any other agreement, arrangement or understanding between the parties, nor shall the Escrow Agent be treated as having actual, constructive or implied knowledge of any of the terms of any share purchase agreement, asset purchase agreement or any such other agreement, arrangement or understanding between the parties
- 3.8 None of the Escrow Agent, the Foundation or any party related thereto, including their respective directors, officers, and employees shall be required to make any payment to the extent that the Escrow Amount is insufficient and shall incur no liability whatsoever from any non-payment in such circumstances.
- 3.9 Neither the Escrow Agent nor the Foundation shall be under any duty or obligation to insure all or any part of the Escrow Amount against any risk (including without prejudice to the generality of the foregoing, the risk of loss, damage, destruction or mis-delivery or the insolvency of the Account Bank).
- 3.10 The Party shall not take any legal action against the Escrow Agent or the Foundation which will or may impede the performance by the Escrow Agent or the Foundation of its obligations under this Escrow Agreement.
- 3.11 Any claims in relation to the Escrow Agent's liability hereunder shall only be made within 90 (ninety) calendar days after the time at which the Party became aware (or reasonably ought to have become aware) of the event upon which the claim is based. The Escrow Agent shall not be liable on account of any of its acts or omissions, as long as such acts or omissions are in compliance with the provisions of this Escrow Agreement.
- 3.12 Nothing in this Escrow Agreement shall constitute the creation of a security interest over the Escrow Amount. Nothing in this Escrow Agreement shall constitute the Foundation holding any right, title or interest in the Escrow Account, or any funds credited to the Escrow Account, on trust or as banker for any person.
- 3.13 Neither the Escrow Agent nor the Foundation shall be liable to any party or any third party for any inability to or delay in procuring any payment pursuant to this Escrow Agreement as a result of insolvency of, or default by, the Account Bank or the application of any general banking conditions (*algemene bankvoorwaarden*) that may apply between the Account Bank and the Foundation from time to time.
- 3.14 The Escrow Agent shall be entitled to adjust the Interest Rate, acting reasonably and in good faith, following any change in interest rates applied by the Account Bank. In such event the Escrow Agent shall inform the Party in writing in advance of applying such a change.
- 3.15 The Escrow Agent and the Foundation shall be entitled to use the services of third parties (including correspondent banks and the SWIFT-organisation) in executing any instructions of any party and in performing any of its obligations under this Escrow Agreement.
- 3.16 Neither the Escrow Agent nor the Foundation shall be liable for any acts or omissions of the third party referred to in Clause 3.15 of the Terms, but if such acts or omissions cause loss to any other party, the Escrow Agent shall, use all reasonable endeavours to assist that party in remedying such loss.
- 3.17 If the Escrow Agent, on the instruction of any party, dispatches monies, securities, documents of title and/or any other goods as part of the fulfilment of its obligations under this Escrow Agreement or instructs the Foundation to do to, such dispatch shall be at the relevant party's risk.

4. NOTICES

- 4.1 Any Notice, Payment Notice, Schedule 1 Amendment Notice or Termination Notice is irrevocable.
- 4.2 The Escrow Agent shall not be obliged to act on any Notice if it is unable to verify the signature on such Notice against the specimen signature provided for by the relevant Signatory.
- 4.3 The Escrow Agent shall be entitled to rely upon any order, judgment, decree, certification, demand or Notice without being required to determine the authenticity or the correctness of any fact stated therein or validity or the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to make any statement or execute any document in connection with the provisions of this Escrow Agreement has been duly authorised to do so. The Escrow Agent is authorised to rely conclusively upon any instructions received by any means agreed under this Escrow Agreement or otherwise agreed by the Party and the Escrow Agent. In particular:
- (a) the Escrow Agent may rely and act upon a Notice prima facie and if it reasonably believes it contains sufficient information and it is genuine, correct and accurate, such Notices shall be binding on the party. The Escrow Agent cannot be held liable for errors or omissions made by a party resulting from fraud or the duplication of any instruction by any party; and
- (b) notwithstanding any other provision hereof, the Escrow Agent shall have the right to refuse to act on any instruction where it reasonably doubts its contents, authorisation, origination or compliance with this Escrow Agreement and will promptly notify the party hereof.
- 4.4 The Escrow Agent shall be entitled to rely on information provided to the Escrow Agent by any other party or its professional advisors, and on any document or correspondence reasonably believed by Escrow Agent to be genuine and to have been sent or signed by the person by whom it purports to have been sent or signed. In particular the Escrow Agent shall be entitled to rely on the correctness and validity of the account details of any other party contained in Schedule 1 in executing any payments pursuant to this Escrow Agreement.
- 4.5 All instructions to the Escrow Agent shall be sent by e-mail (or such other means of transmission as agreed among the Party, the Escrow Agent and the Foundation). The Party expressly acknowledge that they are fully aware of and agree to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting instructions through e-mail or any other means requiring manual intervention.
- 4.6 In the event that the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, due to incomplete information or conflicting instructions or any other reason, the Escrow Agent shall be entitled in its sole discretion to refuse to comply with any Notice so long as such lack of information, disagreement, dispute or conflict between the parties shall continue, and the Escrow Agent shall not be held liable in any way to any of the parties for failure or refusal to comply with such conflicting claims, demands or instructions.
- 4.7 Any statement or report provided by the Escrow Agent on a regular basis in respect of the Escrow Account or any transactions or transfers in relation to the Escrow Amount shall be deemed to be correct and final upon receipt thereof by the Party unless the Party notifies the Escrow Agent in writing to the contrary within 20 (twenty) Business Days from the date of such statement or report.

5. VERIFICATION PROCEDURE

- 5.1 In the event that:
- (a) a Payment Notice requests payment to a payee or bank account which is not expressly provided for by this Escrow Agreement;
- (b) a Schedule 1 Amendment Notice requests a change in Call Back Contact or its details or any bank account details listed in Schedule 1 of this Escrow Agreement; or
- (c) Law and Regulation or the Escrow Agent's internal protocol so requires,
- the Escrow Agent shall carry out the Verification Procedure.
- 5.2 If the Escrow Agent is required to carry out the Verification Procedure pursuant to Clause 5.1 above, the Escrow Agent shall telephone a Call Back Contact, at the time specified in Clause 5.3 below, to verify the accuracy and correctness of the relevant information provided in the Payment Notice or, as the case may be, the Schedule 1 Amendment Notice.

- 5.3 The Escrow Agent shall carry out the Verification Procedure:
- (a) in relation to a Payment Notice, prior to instructing the Foundation to make any payment pursuant to that Payment Notice;
 - (b) in relation to a Schedule 1 Amendment Notice, within 2 (two) Business Days of receiving that Schedule 1 Amendment Notice; or
 - (c) if required under Law and Regulation or the Escrow Agent's internal protocol, at such time required under Law and Regulation or the Escrow Agent's internal protocol (as applicable).
- 5.4 If more than one Call Back Contact is provided, the Escrow Agent shall, at its own discretion, choose one Call Back Contact to carry out the Verification Procedure.
- 5.5 The Escrow Agent shall be entitled to rely on all information contained in, or provided in accordance with, this Escrow Agreement, including the name and telephone number provided for each Call Back Contact and shall not be required to further identify any Call Back Contact.
- 5.6 The Escrow Agent shall not be liable to the Party or any third party for a delay in making any payment as a result of having to carry out a Verification Procedure.

6. INDEMNITY

- 6.1 The Escrow Agent, the Foundation and, in each case, all parties related thereto, including its directors, officers, and employees shall be indemnified and be kept indemnified severally by the Company from and against any and all losses, liabilities, claims, actions and damages, arising out of or in connection with this Escrow Agreement, except for those that are caused by their own fraud, gross negligence or willful default.
- 6.2 The liability of the Party under Clause 6.1 towards the Escrow Agent shall be several.

7. FEES AND EXPENSES

- 7.1 To the extent consultation of advisers as referred to in this Escrow Agreement is required for reasons attributable to the Party, all reasonable costs and expenses incurred by the Escrow Agent in connection with such consultation shall be paid by the Party.
- 7.2 Any bank or other charges arising on or in connection with the Escrow Amount and/or the Escrow Account shall be charged to the Escrow Account. The Escrow Agent shall be entitled to instruct the Foundation to debit the Escrow Account to the extent necessary to provide funds to pay any such bank or other charges.
- 7.3 Any Addendum to this Escrow Agreement will be charged at actual time spent on an hourly rate with a minimum of EUR 2,000 (two thousand Euros), due and payable in equal parts by the Party. Such amount shall not be payable out of the Escrow Amount.
- 7.4 Subject to applicable law, the Escrow Agent shall be entitled to set off all amounts owed to it by the Party in connection with this Escrow Agreement against all or part of any amount owed to the Party under this Escrow Agreement.

8. REPLACEMENT OR RESIGNATION OF THE ESCROW AGENT

- 8.1 The Company may at any time replace the Escrow Agent by giving (a) written notice to such effect (a **Replacement Notice**) and (b) details of a successor Escrow Agent including the account details of such successor Escrow Agent to the Escrow Agent. The Escrow Agent shall instruct the Foundation to transfer the Escrow Amount to such successor Escrow Agent at the account details provided in accordance with this Clause, within 30 (thirty) Business days of receipt of such notice and details.
- 8.2 The Escrow Agent can resign with immediate effect if an event arises that, were this Escrow Agreement to continue, might unreasonably burden or affect the Escrow Agent or the Foundation, such as reputational damage, not receiving clear and timely instructions from the Company, non-compliance with any applicable laws or regulations by the Company, unreasonably refusing to satisfy the Escrow Agent's invoice or insolvency or a continued impairment of the moral, legal or financial integrity of the Escrow Agent or the Foundation, to be determined at the sole discretion of the Escrow Agent.

- 8.3 Upon receipt of a written resignation notice from the Escrow Agent (a **Resignation Notice**), the Company shall appoint a successor Escrow Agent as soon as reasonably possible and in any event within 30 (thirty) Business Days of the Resignation Notice by giving (a) written notice to such effect and (b) details of such successor Escrow Agent including the account details of such successor Escrow to the Escrow Agent. Within 15 (fifteen) Business days of receipt of such notice and details, the Escrow Agent shall instruct the Foundation to transfer the Escrow Amount to such successor escrow agent at the account details provided in accordance with this Clause.
- 8.4 If 30 (thirty) Business Days after the date of deemed receipt of a Resignation Notice a successor Escrow Agent has not been appointed in accordance with this Clause the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent or otherwise direct the Escrow Agent in any way in relation to the Escrow Amount.
- 8.5 The replacement of the Escrow Agent will take effect on the date of the transfer of the Escrow Amount to the successor Escrow Agent under this Clause (such date being the **Replacement Date**).
- 8.6 From the date of the Replacement Notice or Resignation Notice until the Replacement Date, the Escrow Agent's sole responsibility is to safe keep the Escrow Amount and shall only release amounts in accordance with an instruction under this Escrow Agreement.
- 8.7 Any costs (including any transfer or foreign exchange costs) of replacement pursuant to a Replacement Notice shall be borne by the Party, with each being severally responsible for half of such costs. Any costs as referred to in this Clause will be borne out of the Escrow Amount.
- 8.8 On transfer of the Escrow Amount in accordance with this Clause, the Escrow Agent and the Foundation shall be discharged from all further obligations arising in connection with this Escrow Agreement.

9. CUSTOMER IDENTIFICATION

- 9.1 The obligations of the Escrow Agent and the Foundation under this Escrow Agreement are conditional upon receipt of all such documentation and other evidence as is reasonably requested by the Escrow Agent from time to time (the **KYC Information**) in order for it to carry out and be satisfied with the results of all necessary "know your customer" or other similar checks in respect of the Party under all applicable laws and regulations pursuant to the transactions contemplated in this Escrow Agreement. In connection with the KYC Information, the Party hereby authorise:
- (a) the Escrow Agent to obtain any KYC Information requested by it from any of its affiliates; and
 - (b) any or all of Escrow Agent's affiliates to provide any KYC Information to Escrow Agent upon its request for such information and such authorisation to the Escrow Agent's affiliates constitutes a third party stipulation in favor of such affiliates.
- 9.2 In the event of a Change of Control (as defined below):
- (a) the Party shall notify the Escrow Agent in writing of the occurrence of such event within five (5) Business Days (the **Change of Control Notification**);
 - (b) the Escrow Agent reserves the right to request additional KYC Information; and
 - (c) the Escrow Agent may terminate this Escrow Agreement in accordance with Clause 12.1 of these Terms, unless the Party provides the Escrow Agent with the Change of Control Notification and (ii) KYC Information to the satisfaction of the Escrow Agent.
- 9.3 For the purposes of this Escrow Agreement, **Change of Control** means any transfer of an interest in a Party (or any of the Party's shareholders), whether by way of a single transaction or a series of related transactions, resulting in a natural person having an interest of 10 (ten) per cent or more in such Party provided such transfer has occurred after the date of this Escrow Agreement.
- 9.4 The Escrow Agent will only request and use any personal data for the purpose of complying with (a) any requirements set by Law and Regulation in respect of client acceptance and (b) its obligations under this Escrow Agreement. Personal data is processed in accordance with Intertrust's privacy policy as published on its website as well as applicable Law and Regulation.

10. CONFIDENTIALITY

- 10.1 The Escrow Agent will treat non-public information relating to this Escrow Agreement as confidential. The Escrow Agent and any branch, subsidiary, representative office, affiliate, or third party may transfer and disclose any such information as is required or requested by any court, legal process or banking, regulatory or examining authority (whether governmental or otherwise) including any auditor of a Party, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system.

11. FORCE MAJEURE

- 11.1 If the Escrow Agent is, or anticipates that it will be unable to perform an obligation under this Escrow Agreement due to the occurrence of an event of Force Majeure as referred to in Article 6:75 of the Dutch Civil Code, it must provide Party a written notice providing details of the event of Force Majeure as soon as reasonably practical.
- 11.2 If the Escrow Agent is unable to perform an obligation under this Escrow Agreement due to the occurrence of Force Majeure, such non-performance:
- (a) will be permitted during the time and to the extent that performance is prevented by such Force Majeure; and
 - (b) will not give rise to any liability to any Party for any losses or damages arising out of, or in any way connected with, such non-performance.

12. TERMINATION

- 12.1 This Escrow Agreement shall terminate and the Escrow Agent and the Foundation shall be released and forever discharged from all duties and liabilities hereunder, on the first Business Day after the earlier of such date as:
- (a) the entire Escrow Amount has been distributed in accordance with this Escrow Agreement;
 - (b) the Escrow Amount has been less than (the equivalent of) 1 (one) Euro for a period of 30 (thirty) calendar days, unless agreed otherwise (to the extent the Initial Escrow Amount has been received by the Escrow Agent);
 - (c) the Escrow Agent has received a duly completed Termination Notice signed by the Company, in which case the Escrow Agent shall procure the Foundation to pay the Escrow Amount to the Company within 10 (ten) Business Days after receipt by the Escrow Agent of such Termination Notice and after the Escrow Amount has been paid in accordance with this Clause 12.1(d); and
 - (d) is 2 (two) calendar months after the Escrow Agent has informed the Company through a Resignation Notice that it is deemed against Law and Regulation or in violation of internal compliance policies for the Escrow Agent to continue to act pursuant to the terms of this Escrow Agreement (provided the Escrow Agent will (i) continue, to the extent permitted by Law and Regulation, to perform its duties hereunder until termination of the Escrow Agreement and (ii) provide such cooperation as may be reasonably required by the Company with the appointment of a successor escrow agent and appropriate payments equal to the Escrow Amount and/or any Interest to such successor escrow agent).
- 12.2 To the extent the Escrow Agent has informed the Company in writing pursuant to Clause 12.1(d) of these Terms and no Payment Notice has been submitted within 10 (ten) Business Days to pay out the balance of the Escrow Account (to a successor Escrow Agent or otherwise), the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent or otherwise direct the Escrow Agent in any way in relation to the balance of the Escrow Account.
- 12.3 This Escrow Agreement shall be terminated by operation of law, if within six (6) months after signing of this Escrow Agreement, the Initial Escrow Amount has not been received as Final Cleared Funds.
- 12.4 Upon termination of this Escrow Agreement in accordance with this Clause 12, the Escrow Agent shall promptly procure the Foundation to terminate the Escrow Account.
- 12.5 The provisions of Clauses 3, 6 and 10 of these Terms shall survive termination of this Escrow Agreement.

13. INSOLVENCY OF THE ESCROW AGENT

- 13.1 If the Escrow Agent is declared bankrupt (*failliet verklaard*) or a moratorium of payments (*surséance van betaling*) is applicable to the Escrow Agent, and the Company gives an instruction to the Foundation in accordance with this Clause 13. Clauses 3 up to and including

7, Clause 9 and Clause 12 of these Terms shall apply as if references in such Clauses to the Escrow Agent were references to the Foundation.

- 13.2 The Foundation shall, if the Escrow Agent is declared bankrupt (*failliet verklaard*) or a moratorium of payments (*surséance van betaling*) applies to the Escrow Agent, comply, within 30 (thirty) Business Days, with an instruction to transfer the Escrow Amount in full, given to it by the Company.

SCHEDULE 6
FORM OF NOTARIAL DECLARATION

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: [], civil-law notary with Stibbe N.V. or any other reputable notary (the **Notary**)

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021, the Escrow Agent, Stichting Odyssey Escrow as the Foundation, and Odyssey Acquisition Subsidiary B.V as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. In respect of the below declaration, and at the Notary's discretion, the Notary:

(A) has relied on [*to be updated to the extent applicable: any certificates, resolutions, minutes, statements, communications or other documents from or on behalf of the Company (including but not limited to certificates, resolutions, minutes, statements, communications or other documents confirming the number of votes cast at, and the adoption of the resolutions by the general meeting of shareholders of the Company in respect of a Business Combination, the approval of the dissolution of the Company, and/or the redemption of Ordinary Shares and/or redemption of Warrants in connection with the completion of a Business Combination)*]; and

(B) has assumed the authenticity, completeness and accuracy of any notifications or other communication from Parties in connection with this Agreement; it being understood that the declaration below can in no way be considered an opinion with respect to the validity of any resolutions included referred to in the declaration below; and

(C) [has consulted a Luxembourg law expert or any other appropriate professional adviser or advisors as the case may be (a Legal Counsel) over any questions in respect of matters of Luxembourg law relating to confirmation in the declaration below and/or may request Legal Counsel to issue a legal opinion in respect of any of such matters, satisfactory to the Notary for the purpose of issuing the declaration below. The Notary shall have no liability for any subsequent action taken by him/her in accordance with or based on the written legal opinion of Legal Counsel and may not be held liable for any action taken or omitted in accordance with such advice.

(the "Documents").

2. Based on the Documents, the Notary hereby declares that:

- i. [in respect of the Payment Event listed under paragraph (a) of the definition thereof in the Escrow Agreement, the chairperson of the Business Combination EGM has established that the Required Majority has adopted a resolution to approve the Business Combination]
- ii. [in respect of the Payment Event listed under paragraph (b) of the definition thereof in the Escrow Agreement, a true copy of a copy of the deed of amendment whereby the relevant amendment to the Articles of Association to allow the redemption was effected;]

- iii. [in respect of the Payment Event listed under paragraph (c) of the definition thereof in the Escrow Agreement, the Business Combination Deadline has expired;]

- iv. [in respect of the Payment Event listed under paragraph (d) of the definition thereof in the Escrow Agreement, that the chairperson of the Business Combination EGM has established that the SPAC's general meeting of shareholders has resolved to dissolve the SPAC;]

[or]

- v. [in respect of the Payment Event listed under paragraph (e) of the definition thereof in the Escrow Agreement, that the chairperson of the Business Combination EGM has established that the Required Majority has adopted a resolution to approve the Business Combination.]

and consequently instructs the Escrow Agent in accordance with Clause 5.3 to instruct the Foundation to pay the Escrow Amount to [the Company/ specific Permitted Payee].

For and on behalf of **the Notary**

Signature: _____
Name:
Position:

**SCHEDULE 7
FORM OF THIRD PARTY WAIVER LETTER**

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: The Listing Agent

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021 the Escrow Agent, Stichting Odyssey Acquisition Escrow as the Foundation and Odyssey Acquisition Subsidiary B.V. as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. This is a Third Party Waiver Letter.
2. We hereby notify the Escrow Agent that we will make a Third Party Payment of EUR [•] to the JPMorgan Account Bank for the account of the Foundation on [•] 20[•] for recording in the Escrow Account, on behalf of the Company (the **Third Party Payment**).
3. We hereby confirm that the Third Party Payment shall be treated exclusively in accordance with the provisions of the Escrow Agreement and that no contractual relationship shall be created between us and the Escrow Agent under the Escrow Agreement or the Foundation as a result of the Third Party Payment.
4. The undersigned hereby represent that they are duly authorised to execute this Third Party Waiver Letter on behalf of [•].
5. We hereby confirm that following receipt in the Escrow Account of the Third Party Payment, we will have no right, title or interest in or to the Third Party Payment, and hereby waive any right to repayment of any or all parts of the Third Party Payment credited to the Escrow Account.
6. This Third Party Waiver Letter is irrevocable and may be executed in several counterparts, each of which when executed shall be deemed an original but all of which together shall constitute one and the same instrument.
7. This Third Party Waiver Letter is governed by the laws of the Netherlands.

For and on behalf of [•]

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:

SCHEDULE 8
FORM OF LAWYER STATEMENT

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: [Full legal name and firm of relevant lawyer]

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021 the Escrow Agent, Stichting Odyssey Acquisition Escrow as the Foundation and Odyssey Acquisition Subsidiary B.V. as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. This is a Lawyer Statement.
2. In compliance with Clause 5.10 of the Escrow Agreement, the undersigned hereby confirms that:
 - a. on [•] a judgment has been rendered in relation to a dispute between a party and the SPAC in connection with the Private Placement as described in the Prospectus dated [•] and the IPO of the SPAC dated [•], pursuant to which (part of) the Escrow Amount is payable to the [Company]/[*specific Permitted Payee*]; and
 - b. such judgment is final and no longer subject to appeal.
3. I hereby instruct the Escrow Agent to procure the Foundation to pay (part of) the Escrow Amount, equal to EUR [•], to the [Company]/[*specific Permitted Payee*].

Yours sincerely,

Name:

Date:

**SCHEDULE 9
FORM OF TERMINATION NOTICE**

To: Intertrust Escrow and Settlements B.V. (the **Escrow Agent**)

From: Odyssey Acquisition Subsidiary B.V. (the **Company**)

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021, the Escrow Agent, Stichting Odyssey Acquisition Escrow as the Foundation and Odyssey Acquisition Subsidiary B.V. as the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this notice shall have the meaning given to such terms in the Escrow Agreement.

1. This is a Termination Notice.
2. The Company hereby terminates the Escrow Agreement.
3. The Company hereby instructs the Escrow Agent to procure payment by the Foundation of:

EUR [•] to [the Company / the SPAC]
4. To the extent this Termination Notice is signed on behalf of the Party by a person who is not a Signatory, each person that has signed this Termination Notice in lieu of a Signatory or Signatories hereby represents and warrants in accordance with Clause 6.1(d)(ii) that the relevant Signatory or Signatories are unavailable and that he or she is duly authorised to sign this Termination Notice.

For and on behalf of Odyssey Acquisition Subsidiary B.V.

Signature: _____
Name:
Position:

Signature: _____
Name:
Position:

SCHEDULE 10
STATEMENT REGARDING THE NOTARY

To: the civil law notaries of Stibbe N.V. in Amsterdam, the Netherlands, or his/her substitute (the **Notary**)

From: Odyssey Acquisition S.A. (the **SPAC**) and Odyssey Acquisition Subsidiary B.V. (the **Company**)

Date: [•]

Re: Escrow Agreement (reference SPAC Odyssey Acquisition S.A.)

On or around 30 June 2021, the Intertrust Escrow and Settlements B.V., Stichting Odyssey Escrow, the Company and the SPAC entered into an escrow agreement with reference SPAC Project Daffodils (the **Escrow Agreement**). Unless otherwise defined herein, capitalised terms used in this statement shall have the meaning given to such terms in the Escrow Agreement.

Considering that the Notary has been requested to provide a declaration in the form included in Schedule 6 to the Escrow Agreement (the "**Declaration**"), the Company and the SPAC hereby agree and state that:

- (A) at the expense of the Company and the SPAC, the Notary may consult a Luxembourg law expert or any other appropriate professional adviser or advisors as the case may be (a Legal Counsel) over any questions in respect of matters of Luxembourg law relating to confirmation in the Declaration and/or may request Legal Counsel to issue a legal opinion in respect of any of such matters, satisfactory to the Notary for the purpose of issuing the Declaration. The Notary shall have no liability for any subsequent action taken by him/her in accordance with or based on the written legal opinion of Legal Counsel and shall not be liable for any action taken or omitted in accordance with such advice; and
- (B) any fees for services rendered by the Notary shall be invoiced by the Notary in accordance with the then applicable hourly rates and payment terms set by the Notary, and shall be paid by the Company or the SPAC; and
- (C) the SPAC and the Company shall indemnify the Notary and hold him/her harmless from and against any and all liability which may arise as a result of the operation of the Declaration, including without limitation for all actual or threatened claims, costs, liabilities and damages, including a liability for legal proceedings, which arise in the performance of his/her duties, unless such liability arises as a result of gross negligence, fraud or wilful misconduct of the Notary.

By: Odyssey Acquisition S.A.
Represented by:

by: Odyssey Acquisition Subsidiary B.V.
represented by: