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): November 16, 2026

Rapid Micro Biosystems, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-40592**	**20-8121647**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
25 Hartwell Avenue, Lexington, MA		**02421**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (978) 349-3200

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 (see General Instruction A.2. below):

☐ 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 Act:

Title of each class	**Trading symbol(s)**	**Name of each exchange on which registered**
Class A common stock, $0.01 par value per share	RPID	The Nasdaq Capital Market

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.

On November 16, 2026, Rapid Micro Biosystems, Inc., a Delaware corporation (the "Company"), Merck KGaA, Darmstadt, Germany, a German corporation with general partners ("Parent"), and EMD Holdings NewCo II, Inc, a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). Pursuant to the Merger Agreement, and upon the terms and subject to the conditions therein, Purchaser will commence a cash tender offer (the "Offer") to acquire all of the issued and outstanding shares of Class A common stock, $0.01 par value per share, and Class B common stock, $0.01 par value per share (collectively "Company Common Stock"), at a price per share of $0.75 (the "Offer Price"), without interest and subject to any withholding of taxes required by applicable law. The Offer will initially expire at one minute after 11:59 p.m. Eastern Time on the date that is 10 business days following the commencement of the Offer, subject to extension under certain circumstances.

Purchaser's obligation to accept for payment shares of Company Common Stock validly tendered pursuant to the Offer is subject to the satisfaction or waiver, to the extent permitted under applicable legal requirements, of certain conditions set forth in the Merger Agreement, including that (i) there shall have been validly tendered (and not validly withdrawn) shares of Class A common stock ("Class A Common Shares") that, considered together with all other Class A Common Shares (if any) owned by Parent and its affiliates, but excluding Class A Common Shares that have not yet been "received" (as such term is defined by Section 251(h)(6) of the DGCL), would represent one more Class A Common Share than 50% of the total number of (1) Class A Common Shares issued and outstanding as of immediately following the "consummation" of the Offer (as such term is defined in Section 251(h)(6) of the DGCL) plus (2) any Pre-Funded Warrant Shares (as defined below) (the "Minimum Condition"); (ii) the representations and warranties of the Company contained in the Merger Agreement shall be accurate, subject to customary materiality thresholds and exceptions; (iii) the Company shall have complied with and performed in all material respects each of the covenants and other obligations contained in the Merger Agreement; (iv) since the execution and delivery of the Merger Agreement, there shall not have occurred any Material Adverse Effect (as defined in the Merger Agreement) that is continuing as of the expiration of the Offer; (v) there shall not have been issued by any governmental body of competent jurisdiction and remain in effect any order, nor shall any law have been promulgated, enacted, issued or deemed applicable to the Offer or the Merger by any governmental body that remains in effect, in each case that prohibits or makes illegal the consummation of the Offer or the Merger; and (vi) other customary conditions set forth in Annex I of the Merger Agreement.

Following the consummation of the Offer, upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the DGCL, Purchaser will merge with and into the Company, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent (the "Merger"). The Merger will be governed by Section 251(h) of the DGCL, with no stockholder vote required in order to consummate the Merger.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), by virtue of the Merger and without any action on the part of any stockholder of the Company, each share of Company Common Stock (other than shares of Company Common Stock (a) held by the Company (or held in the Company's treasury), Parent, Purchaser or any of their direct or indirect wholly owned subsidiaries, (b) irrevocably accepted for purchase in the Offer, or (c) with respect to which the holders thereof have properly exercised and perfected demands for appraisal in accordance with Section 262 of the DGCL) will be converted into the right to receive the Offer Price, in cash, without interest and subject to any withholding of taxes required by applicable law (the "Merger Consideration").

In addition, at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

- each option to purchase shares of Company Common Stock (each, a "Company Option") (or portion thereof) that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration of vesting that occurs as of immediately prior to the Effective Time pursuant to the terms of such Company Option as in effect on the date of the Merger Agreement) will automatically be cancelled and converted into the right to receive an amount in cash, without interest and less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the total number of shares of Company Common Stock subject to such vested Company Option immediately prior to the Effective Time multiplied by (ii) the excess, if any, of the Merger Consideration over the per share exercise price of such Company Option;

- each Company Option that is unvested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration of vesting that occurs as of immediately prior to the Effective Time pursuant to the terms of such Company Option as in effect on the date of the Merger Agreement) will be converted into a fixed cash-based award (a "Parent Cash-Based Option Award") representing the right to receive an amount in cash, without interest and less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the total number of shares of Company Common Stock subject to such unvested Company Option immediately prior to the Effective Time multiplied by (ii) the excess, if any, of the Merger Consideration over the per share exercise price of such Company Option. Each Parent Cash-Based Option Award will continue to vest on the same vesting schedule, and will otherwise remain subject to the same terms and conditions (subject to certain exceptions), as applied to the corresponding Company Option (or portion thereof) immediately prior to the Effective Time;

- each Company Option, whether vested or unvested, with a per share exercise price equal to or greater than the Merger Consideration will be cancelled for no consideration;

- each restricted stock unit award in respect of shares of Company Common Stock that is subject only to time-based vesting (each, a "Company RSU") that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration of vesting pursuant to the terms of such Company RSU as in effect on the date of the Merger Agreement) will be cancelled and converted into the right to receive an amount in cash, without interest and less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the total number of shares of Company Common Stock subject to such vested Company RSU awards immediately prior to the Effective Time multiplied by (ii) the Merger Consideration;

- each Company RSU award (or portion thereof) that is unvested and outstanding immediately prior to the Effective Time (taking into account any acceleration of vesting pursuant to the terms of such Company RSU as in effect on the date of the Merger Agreement) will be converted into a fixed time-based cash-based award (a "Parent Cash-Based RSU Award") representing the right to receive an amount in cash, less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the total number of shares of Company Common Stock subject to such unvested Company RSU award immediately prior to the Effective Time multiplied by (ii) the Merger Consideration. Each Parent Cash-Based RSU Award will continue to vest on the same vesting schedule, and will otherwise remain subject to the same terms and conditions (subject to certain exceptions), as applied to the corresponding Company RSU immediately prior to the Effective Time;

- each restricted stock unit award in respect of shares of Company Common Stock that is subject to both time-based and performance-based vesting (each, a "Company PSU") that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration of vesting pursuant to the terms of such Company PSU as in effect on the date of the Merger Agreement) will be cancelled and converted into the right to receive an amount in cash, without interest and less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the number of shares of Company Common Stock subject to such vested Company PSU award immediately prior to the Effective Time multiplied by (ii) the Merger Consideration; provided that, for purposes of determining the number of Company PSUs outstanding immediately prior to the Effective Time, with respect to any portion of the Company PSU award with a performance period that has not been completed as of such time, any applicable performance-based conditions shall be deemed to have been achieved at target performance; and

- each Company PSU award (or portion thereof) that is unvested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration of vesting pursuant to the terms of such Company PSU as in effect on the date of the Merger Agreement) will be converted into a fixed performance-based cash-based award (a "Parent Cash-Based PSU Award") representing the right to receive an amount in cash, less any applicable tax withholding, equal to the product (rounded down to the nearest whole cent) of (i) the number of shares of Company Common Stock subject to such unvested Company PSU immediately prior to the Effective Time multiplied by (ii) the Merger Consideration; provided that, for purposes of determining the number of Company PSUs outstanding immediately prior to the Effective Time, with respect to any portion of the Company PSU award with a performance period that has not been completed as of such time, any applicable performance-based conditions shall be deemed to have been achieved at target performance. Each Parent Cash-Based PSU Award will continue to vest on the same performance-based vesting schedule, and will otherwise remain subject to the same terms and conditions (subject to certain exceptions), as applied to the corresponding Company PSU immediately prior to the Effective Time.

Pursuant to the Merger Agreement, with respect to the Company's 2021 Employee Share Purchase Plan (the "ESPP"), the Company will take all actions necessary so that (i) no new participants may join the ESPP and current participants may not increase their payroll deductions or purchase elections, (ii) no new offering period will begin under the ESPP after the date of the Merger Agreement, and (iii) if the purchase date for the current offering period would otherwise fall on or after the Effective Time, that offering period will end on a new final purchase date no later than five business days before the Effective Time. The ESPP will terminate effective immediately prior to, and subject to, the consummation of the Merger.

Further, at the Effective Time (except as otherwise noted below):

- each warrant to purchase Class A Common Shares issued by the Company on each of May 20, 2026 and May 29, 2026, with an initial exercise price of $1.955 per Class A Common Share (the "Series A Common Stock Warrants") that is issued and outstanding shall, in accordance with its terms, become exercisable by the holder thereof solely for an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time if such holder had been, immediately prior to the Effective Time, the holder of the number of shares then issuable upon exercise in full of such Series A Common Stock Warrant, without regard to any limitations on exercise contained therein, less (ii) the exercise price per share of such Series A Common Stock Warrant, in each case without interest, and less any applicable Tax withholding;

- each warrant to purchase Class A Common Shares issued by the Company on each of May 20, 2026 and May 29, 2026, with an initial exercise price of $2.34 per Class A Common Share (the "Series B Common Stock Warrants") that is issued and outstanding shall, unless otherwise elected by the holder thereof in accordance with its terms, and in accordance with the Series B Warrant Cancellation Agreements (as defined in the Merger Agreement), be cancelled and purchased by Parent, such that Parent will pay to each holder of a Series B Common Stock Warrant an amount in cash equal to the Black Scholes Value (as defined in the Series B Common Stock Warrants) of the remaining unexercised portion of such Series B Common Stock Warrant;

- each warrant to purchase Class A Common Shares issued on August 8, 2025, with an initial exercise price of $3.35 per Class A Common Share (the "2025 Warrants") that is issued and outstanding shall, in accordance with the 2025 Warrant Cancellation Agreements (as defined in the Merger Agreement), as applicable, be terminated and cancelled without any consideration;

- each pre-funded warrant to purchase Class A Common Shares issued by the Company on May 20, 2026, with an initial exercise price of $0.01 per Class A Common Share (the "Pre-Funded Warrants") that is issued and outstanding shall, in accordance with its terms, be deemed to be exercised in full by the holder thereof in a "cashless exercise" pursuant to the terms thereof effective immediately prior to and contingent upon the occurrence of the Effective Time, it being understood that any shares issued upon such deemed "cashless exercise" (such shares, the "Pre-Funded Warrant Shares") shall be treated pursuant to Section 2.5 of the Merger Agreement and no separate consideration shall be payable to the holder of any such Pre-Funded Warrant;

- each warrant to purchase shares of Company preferred stock designated as series A1, with an initial exercise price of $0.01 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $0.05 per share on July 14, 2021 (the "Converted Series A-1 Preferred Stock Warrants") and each warrant to purchase shares of Company preferred stock designated as series B1, with an initial exercise price of $0.01 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $0.05 per share on July 14, 2021 (the "Converted Series B-1 Preferred Stock Warrants") shall, at the time of the acceptance of the Company Common Stock in the Offer, be terminated in exchange for an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time if such holder had been, immediately prior to the Effective Time, the holder of the number of shares then issuable upon exercise in full of such Converted Series A-1 Preferred Stock Warrant and Converted Series B-1 Preferred Stock Warrant, as applicable, without regard to any limitations on exercise contained therein, less (ii) the exercise price per share of such Converted Series A-1 Preferred Stock Warrant and Converted Series B-1 Preferred Stock Warrant, as applicable, in each case without interest, and less any applicable tax withholding;

- each warrant to purchase shares of Company preferred stock designated as series C1, with an initial exercise price of $1.15 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $5.75 per share on July 14, 2021 (the "Converted Series C-1 Preferred Stock Warrants") shall be terminated in exchange for the right of the holder to receive an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time if such holder had been, immediately prior to the Effective Time, the holder of the number of shares then issuable upon exercise in full of such Converted Series C-1 Preferred Stock Warrant, without regard to any limitations on exercise contained therein, less (ii) the exercise price per share of such Converted Series C-1 Preferred Stock Warrant, in each case without interest, and less any applicable tax withholding; and

- each warrant to purchase Class A Common Shares issued on April 12, 2018, with an initial exercise price of $1.00 per Class A Common Share (the "2018 Warrants") shall be automatically terminated and cancelled pursuant to the terms thereof without any consideration.

The Merger Agreement includes customary representations, warranties and covenants of the Company, Parent and Purchaser for a transaction of this nature, including covenants regarding the operation of the Company's business prior to the Effective Time.

The Company has agreed to customary "no-shop" restrictions on its ability to solicit alternative acquisition proposals from third parties and engage in discussions or negotiations with third parties regarding acquisition proposals. Notwithstanding these restrictions, the Company may under certain circumstances provide information to and participate in discussions or negotiations with third parties with respect to an unsolicited *bona fide* written Acquisition Proposal (as such term is defined in the Merger Agreement) that the board of directors of the Company (the "Company Board") has determined constitutes or would reasonably be expected to lead to a Superior Proposal (as such term is defined in the Merger Agreement) and that the failure to take such action would be inconsistent with the fiduciary duties of the Company Board under applicable law.

The Merger Agreement also provides that, in connection with the termination of the Merger Agreement under certain specified circumstances, including termination by the Company to accept and enter into an agreement with respect to a Superior Proposal or a Company Adverse Recommendation Change (as defined in the Merger Agreement), the Company will be required to pay Parent a termination fee in the amount of $1,573,000.

The Company Board has unanimously (i) determined that the Merger Agreement and the transactions, including the Offer and the Merger, are fair to and in the best interest of the Company and its stockholders, (ii) declared it advisable for the Company to enter into the Merger Agreement, (iii) approved the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its obligations under the Merger Agreement and the consummation of the transactions, including the Offer and the Merger, (iv) resolved that the Merger shall be effected under Section 251(h) of the DGCL and (v) resolved to recommend that the stockholders of the Company accept the Offer and tender their shares to Purchaser pursuant to the Offer.

Tender and Support Agreements

Concurrently with the execution and delivery of the Merger Agreement, certain stockholders of the Company, including all of the members of the Company Board and certain executive officers of the Company, who collectively beneficially own approximately 19.58% of the outstanding shares of Company Common Stock entered into Tender and Support Agreements (the "Support Agreements") with Parent and Purchaser. The Support Agreements provide, among other things, that each applicable stockholder will tender all of the shares of Company Common Stock held by such stockholder to Purchaser in the Offer. The Support Agreements will terminate upon certain events, including upon any valid termination of the Merger Agreement.

The foregoing description of the Merger Agreement is not complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is attached as Exhibit 2.1 to this report and incorporated herein by reference.

The Merger Agreement and the foregoing description thereof have been included to provide investors and stockholders with information regarding the terms of the Merger Agreement. They are not intended to provide any other factual information about the Company or Parent. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were solely for the benefit of the parties to such agreement and may be subject to qualifications and limitations agreed upon by such parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and discussed in the foregoing description, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk between the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the U.S. Securities and Exchange Commission (the "SEC"), and are also qualified in important part by a confidential disclosure schedule delivered by the Company to Parent in connection with the Merger Agreement. Investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein. Information concerning the subject matter of such representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures.

Item 8.01. Other Information.

On November 16, 2026, the Company issued a press release announcing the execution of the Merger Agreement. A copy of this press release is filed herewith as Exhibit 99.1.

Additional Information about the Proposed Transaction and Where to Find It

The tender offer referred to in this report has not yet commenced. This report is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares, nor is it a substitute for the tender offer materials that Parent and its acquisition subsidiary will file with the SEC upon commencement of the tender offer. At the time the tender offer is commenced, Parent and its acquisition subsidiary will cause to be filed a tender offer statement on Schedule TO with the SEC, and the Company will file a solicitation/recommendation statement on Schedule 14D-9 with respect to the tender offer. THE TENDER OFFER STATEMENT (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND OTHER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT WILL CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY THE COMPANY'S STOCKHOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer statement and the solicitation/recommendation statement will be mailed to the Company's stockholders free of charge. A free copy of the tender offer statement and the solicitation/recommendation statement will also be made available to all stockholders of the Company by accessing www.rapidmicrobio.com or by contacting the Company's Investor Relations contact at investors@rapidmicrobio.com. In addition, the tender offer statement and the solicitation/recommendation statement (and all other documents filed with the SEC) will be available at no charge on the SEC's website: www.sec.gov, upon filing with the SEC.

THE COMPANY'S STOCKHOLDERS ARE ADVISED TO READ THE SCHEDULE TO AND THE SCHEDULE 14D-9, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES THERETO.

Cautionary Statement Regarding Forward-Looking Statements

This report contains forward-looking statements regarding, among other things, the proposed acquisition of the Company by Parent, the expected timetable for completing the transaction, the Company's future operating and financial performance, its business strategy and growth outlook, including with respect to its Growth Direct platform and systems, and its ability to develop and commercialize new and enhanced products and solutions. Words such as "anticipates," "continue," "could," "may," "forecasts," "expects," "intends," "plans," "potentially," "believes," "seeks," "estimates," "predict," "target," and variations of such words and similar expressions are intended to identify such forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements are not guarantees of future performance and are subject to certain risks, uncertainties, and assumptions that are difficult to predict; therefore, actual results may differ materially from those expressed or forecasted in any such statements. Such forward-looking statements are based on current expectations, estimates and projections about the Company's industry and business, management's beliefs, and certain assumptions made by the Company's management. Actual results could differ materially from those stated or implied in forward-looking statements due to a number of factors, including but not limited to: (i) risks associated with the timing of the closing of the proposed transaction, including the risks that a condition to closing would not be satisfied within the expected timeframe or at all or that the closing of the proposed transaction will not occur; (ii) uncertainties as to how many of the Company's stockholders will tender their shares in the offer; (iii) the possibility that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the transaction; (iv) the possibility that competing offers will be made; (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the transaction; (vi) the outcome of any legal proceedings that may be instituted against the parties and others related to the merger agreement; (vii) unanticipated difficulties or expenditures relating to the proposed transaction, the response of business partners and competitors to the announcement of the proposed transaction, and/or potential difficulties in employee retention as a result of the announcement and pendency of the proposed transaction; (viii) the Company's ability to achieve positive cash flow and otherwise achieve its business objectives; (ix) the Company's ability to meet its publicly announced guidance and other expectations regarding its business and operations; (x) the Company's ability to fulfill customer orders on anticipated timelines or at all; (xi) the impact of the Company's existing and any future indebtedness on its ability to operate its business and its ability to access additional funding under its debt facility; (xii) the effectiveness of the Company's sales force and sales processes and its ability to maintain and expand its customer base; (xiii) the Company's ability to anticipate market needs and successfully develop and launch new and enhanced products and solutions; (xiv) the Company's ability to hire and retain qualified employees; (xv) risks related to the Company's manufacturing, supply chain, regulatory and intellectual property matters; (xvi) the impact of inflation, interest rates, tariffs, trade policy and other macroeconomic conditions on the Company's business and operations; and (xvii) those risks detailed in the Company's most recent Annual Report on Form 10-K and subsequent reports filed with the SEC, as well as other documents that may be filed by the Company from time to time with the SEC. The Company cannot assure you that the events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results could differ materially from those projected in the forward-looking statements. The forward-looking statements made in this report relate only to events as of the date on which the statements are made. The Company undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of November 16, 2026 by and among Merck KGaA, Darmstadt, Germany, EMD Holdings NewCo II, Inc and Rapid Micro Biosystems, Inc.
99.1	Press Release issued by Rapid Micro Biosystems, Inc. on November 16, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

*Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934 for any schedules so furnished.

SIGNATURES

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.

RAPID MICRO BIOSYSTEMS, INC.

Date: November 16, 2026

By: /s/ Sean Wirtjes
Name: Sean Wirtjes
Title: Chief Financial Officer

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

by and among

RAPID MICRO BIOSYSTEMS, INC.,

MERCK KGAA, DARMSTADT, GERMANY

and

EMD HOLDINGS NEWCO II, INC

Dated as of November 16, 2026

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Exhibit A	Certain Definitions

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 16, 2026, by and among Rapid Micro Biosystems, Inc., a Delaware corporation (the "Company"), Merck KGaA, Darmstadt, Germany, a German corporation with general partners ("Parent"), and EMD Holdings NewCo II, Inc, a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

Parent has agreed to cause Purchaser to commence a tender offer (as it may be extended or amended from time to time as permitted under this Agreement, the "Offer") to acquire all of the issued and outstanding shares of Company Common Stock (the "Shares") for $0.75 per Share, net to the seller in cash, without interest (such amount, or any different amount per Share that may be paid pursuant to the Offer, the "Offer Price"), and subject to any withholding of Taxes, on the terms and subject to the conditions of this Agreement.

As soon as practicable following the consummation of the Offer, Purchaser will be merged with and into the Company (the "Merger"), with the Company continuing as the surviving corporation in the Merger (the "Surviving Corporation"), on the terms and subject to the conditions set forth in this Agreement, whereby (i) each issued and outstanding Share as of immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) will be converted into the right to receive the Offer Price, in cash, without interest, and subject to any withholding of Taxes, and (ii) the Company will become a wholly owned Subsidiary of Parent as a result of the Merger.

The board of directors of the Company (the "Company Board") has unanimously (i) determined that this Agreement and the Transactions, including the Offer and the Merger, are fair to and in the best interest of the Company and its stockholders, (ii) declared it advisable for the Company to enter into this Agreement, (iii) approved the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations under this Agreement and the consummation of the Transactions, including the Offer and the Merger, (iv) resolved that the Merger shall be effected under Section 251(h) of the DGCL and (v) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer (the "Company Board Recommendation"), in each case on the terms and subject to the conditions of this Agreement.

The executive board (*Geschäftsleitung*) of Parent and the board of directors of Purchaser have each approved the execution and delivery by Parent and Purchaser, respectively, of this Agreement, the performance by Parent or Purchaser of their respective obligations under this Agreement and the consummation of the Transactions, including the Offer and the Merger.

Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to the willingness of Parent and Purchaser to enter into this Agreement, certain stockholders of the Company (collectively, the "Supporting Stockholders") are entering into a tender and support agreement (the "Support Agreement") with Parent and Purchaser, pursuant to which, among other things, each Supporting Stockholder has agreed to tender all of its Shares to Purchaser in the Offer, in each case on the terms and subject to the conditions set forth therein.

Parent, Purchaser and the Company acknowledge and agree that the Merger shall be effected pursuant to Section 251(h) of the DGCL and shall, on the terms and subject to the satisfaction of the conditions set forth in this Agreement, be consummated as soon as practicable following the consummation of the Offer.

AGREEMENT

The Parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I

THE OFFER

1.1 The Offer.

(a) **Commencement of the Offer**. Provided that this Agreement shall not have been terminated in accordance with Article VIII, as promptly as practicable after the date of this Agreement, but in no event more than ten (10) Business Days after the date of this Agreement (subject to the Company having timely provided any information required to be provided by it pursuant to Section 1.1(e) and Section 1.2(b) and the Company being prepared in accordance with Section 1.2(a) to file with the SEC, and to disseminate to the holders of the Shares, the Schedule 14D-9 on the same date as Purchaser commences (within the meaning of Rule 14d-2 under the Exchange Act) the Offer), Purchaser shall commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer to purchase all of the outstanding Shares at a price per Share equal to the Offer Price, in cash, without interest, and subject to any withholding of Taxes in accordance with Section 2.6(g).

(b) **Terms and Conditions of the Offer**. The obligations of Purchaser to accept for payment, and pay for, any Shares validly tendered and not validly withdrawn pursuant to the Offer shall be subject only to the terms and conditions set forth in this Agreement, including the satisfaction or waiver (to the extent permitted hereunder) of the Minimum Condition, the Termination Condition and the other conditions set forth in Annex I (collectively, the "Offer Conditions"). The Offer shall be made by means of an offer to purchase (the "Offer to Purchase") that contains the Offer Conditions and the other terms set forth in this Agreement. Purchaser expressly reserves the right, to the extent permitted by applicable Law, to (i) change the Offer Price, (ii) waive, in whole or in part, any Offer Condition and (iii) make any other changes in the terms and conditions of the Offer not inconsistent with the terms of this Agreement; provided that without the prior written consent of the Company, Purchaser shall not, and Parent shall cause Purchaser not to, (A) decrease the Offer Price, (B) change the form of consideration payable in the Offer, (C) decrease the maximum number of Shares sought to be purchased in the Offer, (D) impose conditions to the Offer in addition to the Offer Conditions, (E) change or waive the Minimum Condition or the Termination Condition, (F) otherwise amend or modify any of the other terms of the Offer in a manner that would adversely affect in any material respect any holder of Shares (in such holder's capacity as such), (G) except as required or permitted under Section 1.1(c) or Section 1.1(d), terminate the Offer or extend or otherwise change the Expiration Time or (H) provide any "subsequent offering period" within the meaning of Rule 14d-11 promulgated under the Exchange Act. The Offer may not be terminated or withdrawn prior to the Expiration Time of the Offer unless this Agreement is terminated in accordance with Article VIII.

(c) **Expiration and Extension of the Offer**. The Offer shall initially be scheduled to expire at one minute after 11:59 p.m. (New York City time) on the date that is ten (10) business days (determined as set forth in Rule 14d-1(g)(3) and Rule 14e-1(a) under the Exchange Act) from the Offer Commencement Date (unless otherwise agreed to in writing by Parent and the Company) (such date and time, the "Initial Expiration Time", and such date and time or such subsequent date and time to which the Initial Expiration Time of the Offer is extended in accordance with the terms of this Agreement, the "Expiration Time"). Notwithstanding anything to the contrary contained in this Agreement, but subject to the Parties' respective termination rights under Article VIII, (i) Purchaser shall (and Parent shall cause Purchaser to) extend the Offer from time to time for any period required by any Law, any interpretation or position of the SEC, the staff thereof or Nasdaq applicable to the Offer and (ii) if, as of the then-scheduled Expiration Time, any Offer Condition is not satisfied and has not been waived by Purchaser or Parent (to the extent waivable by Purchaser or Parent, and other than those Offer Conditions that by their nature are to be satisfied at the Expiration Time, each of which is then capable of being satisfied), Purchaser shall (and Parent shall cause Purchaser to) extend the Offer from time to time, for an additional period of up to ten (10) Business Days (or such other period of time agreed by Parent and the Company) per extension, to permit such Offer Condition to be satisfied; provided that, in the case of this clause (ii), if, as of the then-scheduled Expiration Time, each Offer Condition (other than solely the Minimum Condition and those Offer Conditions that by their nature are to be satisfied at the Expiration Time, each of which is then capable of being satisfied) has been satisfied or waived by Purchaser or Parent (to the extent waivable by Purchaser or Parent), Purchaser shall (and Parent shall cause Purchaser to) extend the Offer for an additional period of ten (10) Business Days per extension in order to permit the Minimum Condition to be satisfied, except that Purchaser shall not be required to extend the Offer pursuant to this proviso on more than two separate occasions (but may, at its discretion, extend the Offer thereafter); provided further that in no event shall Purchaser (A) be required to extend the Offer beyond the earlier to occur of (1) the termination of this Agreement in compliance with Article VIII and (2) the End Date (such earlier occurrence, the "Extension Deadline") or (B) be permitted to extend the Offer beyond three (3) Business Days prior to the Extension Deadline without the prior written consent of the Company. Purchaser shall not terminate the Offer, or permit the Offer to expire, prior to any scheduled Expiration Time without the prior written consent of the Company.

(d) **Termination of Offer**. Nothing in this Section 1.1 shall be deemed to impair, limit or otherwise restrict in any manner the right of the Company, Parent or Purchaser to terminate this Agreement pursuant to Article VIII. In the event that this Agreement is terminated pursuant to Article VIII, Purchaser shall as promptly as practicable (and, in any event, within one (1) Business Day following such termination) irrevocably and unconditionally terminate the Offer and shall not acquire any Shares pursuant to the Offer. If the Offer is terminated or withdrawn by Purchaser in accordance with the terms of this Agreement, Purchaser shall as promptly as practicable return, and shall cause any depository acting on behalf of Purchaser to return, in accordance with applicable Law, all tendered Shares to the registered holders thereof.

(e) **Offer Documents**. As promptly as practicable on the Offer Commencement Date, Parent and Purchaser shall (i) file or cause to be filed with the SEC a tender offer statement on Schedule TO with respect to the Offer that will contain or incorporate by reference the Offer to Purchase and form of the related letter of transmittal (together with any exhibits, amendments or supplements thereto, the "Offer Documents") and (ii) cause the tender offer statement on Schedule TO with respect to the Offer, the Offer to Purchase and form of the related letter of transmittal to be disseminated to holders of Shares as and to the extent required by applicable Law. Parent and Purchaser shall cause the Offer Documents filed by Parent and Purchaser with the SEC to comply in all material respects with the Exchange Act and other applicable Law; provided that no covenant is made by Parent or Purchaser with respect to information supplied by or on behalf of the Company for inclusion or incorporation by reference in the Offer Documents. The Company shall promptly provide to Parent and Purchaser or Parent's legal counsel all information concerning the Company and the Company's stockholders that may be required for inclusion in the Offer Documents and such information shall not 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 were made, not misleading. Each of Parent, Purchaser and the Company agrees to promptly correct any information provided by it for use in the Offer Documents if and to the extent such information shall have become false or misleading in any material respect, and to correct any material omissions therefrom, and Parent further agrees to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable Laws. Parent and Purchaser agree to provide the Company and its counsel with any comments (including oral comments) Parent, Purchaser or their counsel may receive from the SEC or its staff with respect to the Offer Documents promptly after receipt of those comments (including oral comments). Each of Parent, Purchaser and the Company agrees to respond promptly to any comments (including oral comments) of the SEC or its staff with respect to the Offer Documents. The Company consents to the inclusion of the Company Board Recommendation in the Offer Documents. Except with respect to any amendments filed in connection with any Acquisition Proposal or if a Company Adverse Recommendation Change shall have been effected, the Company and its counsel shall be given reasonable opportunity to review and comment on the Offer Documents (including any response to any comments (including oral comments) of the SEC or its staff with respect thereto) prior to the filing thereof with the SEC, and Parent and Purchaser shall give reasonable and good faith consideration to any such comments made by the Company or its counsel.

(f) **Funds**. Without limiting the generality of Section 9.12, Parent shall cause to be provided to Purchaser, on a timely basis, all of the funds necessary to purchase all Shares that Purchaser becomes obligated to purchase pursuant to the Offer.

(g) **Adjustments**. If, between the date of this Agreement and the Offer Acceptance Time, the outstanding Shares are changed into a different number or class of shares by reason of any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction, then the Offer Price shall be appropriately adjusted, it being understood that nothing in this Section 1.1(g) shall be construed to permit the Company to take any action that is otherwise prohibited by the terms of this Agreement.

(h) **Acceptance**. Subject only to the satisfaction or, to the extent waivable by Purchaser or Parent, waiver by Purchaser or Parent of each of the Offer Conditions, Purchaser shall (i) as promptly as practicable following the expiration of the Offer (and in any event by 9:00 a.m. (New York City time) on the business day (determined as set forth in Rule 14d-1(g)(3) under the Exchange Act) immediately following the expiration of the Offer) accept for payment all Shares tendered (and not validly withdrawn) pursuant to the Offer (the time of such acceptance, the "Offer Acceptance Time") and (ii) promptly after the Offer Acceptance Time pay for such Shares. Purchaser shall not permit holders of Shares to tender Shares into the Offer pursuant to guaranteed delivery procedures.

(i) **Transfer Taxes**. If the payment of the Offer Price is to be made to a Person other than the Person in whose name the tendered Shares are registered on the stock transfer books of the Company, it shall be a condition of payment that the Person requesting such payment shall have paid all transfer and other similar Taxes required by reason of the payment of the Offer Price to a Person other than the registered holder of the Shares tendered, or shall have established to the satisfaction of Purchaser that such Taxes either have been paid or are not applicable. None of Parent, Purchaser or the Surviving Corporation shall have any liability for the transfer and other similar Taxes described in this Section 1.1(i) under any circumstance.

1.2 Company Actions.

(a) **Schedule 14D-9**. As promptly as practicable on the Offer Commencement Date, substantially concurrently with the filing of the Offer Documents, the Company shall (i) file with the SEC a Tender Offer Solicitation/Recommendation Statement on Schedule 14D-9 (together with any exhibits, amendments or supplements thereto, the "Schedule 14D-9") that, subject to Section 6.1(b), shall describe and include the Company Board Recommendation, and include the notice of appraisal rights required to be delivered by the Company under Section 262(d)(2) of the DGCL and (ii) cause the Schedule 14D-9 and related documents to be disseminated to holders of Shares as and to the extent required by applicable Law. The Company shall set the record date for the Company's stockholders entitled to receive such notice of appraisal rights as the same date as the Stockholder List Date and shall disseminate the Schedule 14D-9, including such notice of appraisal rights, to the Company's stockholders to the extent required by Section 262(d)(2) of the DGCL. The Company agrees that it shall cause the Schedule 14D-9 to comply in all material respects with the Exchange Act and other applicable Law; provided that no covenant is made by the Company with respect to information supplied by or on behalf of Parent or Purchaser for inclusion or incorporation by reference in the Schedule 14D-9. Parent and Purchaser shall promptly provide to the Company or its legal counsel all information concerning Parent and Purchaser and their stockholders that may be required for inclusion in the Schedule 14D-9, and such information shall not 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 were made, not misleading. The Company agrees to provide Parent and its counsel with any comments (including oral comments) the Company or its counsel may receive from the SEC or its staff with respect to the Schedule 14D-9 promptly after receipt of those comments (including oral comments). Each of Parent, Purchaser and the Company agrees to respond promptly to any comments (including oral comments) of the SEC or its staff with respect to the Schedule 14D-9. Except with respect to any amendments filed in connection with any Acquisition Proposal or during the pendency of a Company Adverse Recommendation Change, Parent and its counsel shall be given reasonable opportunity to review and comment on the Schedule 14D-9 (including any response to any comments (including oral comments) of the SEC or its staff with respect thereto) prior to the filing thereof with the SEC, and the Company shall give reasonable and good faith consideration to any such comments made by Parent or its counsel.

(b) **Stockholder Lists**. The Company shall promptly furnish Parent with a stockholder list, as provided under Rule 14d-5 under the Exchange Act, as of the most recent practicable date, which shall not be more than ten (10) Business Days prior to the date the Offer Documents and Schedule 14D-9 are first disseminated (the date of the list used to determine the Persons to whom the Offer Documents and the Schedule 14D-9 are first disseminated, the "Stockholder List Date"), including the names and addresses of the record holders of Shares and lists of securities positions of Shares held in stock depositories that are within the access of the Company, and shall provide to Parent such additional information (including updated lists of stockholders and lists of securities positions) and such other assistance as Parent may reasonably request in connection with disseminating the Offer Documents and any other documents necessary to consummate the Transactions to the holders of Shares. Except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Transactions, Parent and Purchaser and their Representatives shall hold in confidence any information provided pursuant to this Section 1.2(b), shall use such information only in connection with the Offer and the Merger and, if this Agreement shall be terminated, shall deliver, and shall use their reasonable best efforts to cause their agents to deliver, to the Company (or destroy) all copies and any extracts or summaries from such information then in their possession or control, and, if requested by the Company, promptly certify to the Company in writing that all such material has been returned or destroyed.

(c) **Share Registry**. The Company shall register (and shall instruct its transfer agent to register) the transfer of the Shares accepted for payment by Purchaser in the Offer effective as promptly as practicable after the Offer Acceptance Time.

ARTICLE II

MERGER TRANSACTION

2.1 Merger of Purchaser into the Company. On the terms and subject to the conditions set forth in this Agreement and in accordance with Section 251(h) of the DGCL, at the Effective Time, the Company and Purchaser shall consummate the Merger, whereby Purchaser shall be merged with and into the Company, the separate existence of Purchaser shall cease, and the Company will continue as the Surviving Corporation and a wholly owned Subsidiary of Parent.

2.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and Purchaser shall vest in the Surviving Corporation, and all of the debts, liabilities and duties of the Company and Purchaser shall become the debts, liabilities and duties of the Surviving Corporation.

2.3 Closing; Effective Time.

(a) Unless this Agreement shall have been terminated pursuant to Article VIII, the consummation of the Merger (the "Closing") shall take place via the electronic exchange of signatures and documents by the Parties, as soon as practicable (and in no event later than one (1) Business Day) following the Offer Acceptance Time, except if the conditions set forth in Section 7.1 shall not be satisfied or, to the extent permissible by applicable Law, waived as of such date, in which case the Closing shall take place on the first Business Day following the Offer Acceptance Time on which all conditions set forth in Section 7.1 are satisfied or, to the extent permissible by applicable Law, waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another date or place is agreed to in writing by the Company and Parent prior to the Offer Acceptance Time. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

(b) Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Company and Purchaser shall file or cause to be filed a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware with respect to the Merger, in such form required by, and executed and acknowledged in accordance with, the relevant provisions of the DGCL, and the Parties shall take all such further actions as may be required by applicable Law to make the Merger effective. The Merger shall become effective upon the date and time of the filing of that certificate of merger with the Secretary of State of the State of Delaware or such later date and time as is agreed upon in writing by the Parties and specified in the certificate of merger (such date and time the Merger is effective, the "Effective Time").

2.4 Certificate of Incorporation and Bylaws; Directors and Officers.

(a) As of the Effective Time, the certificate of incorporation of the Company shall remain unaffected by the Merger and shall continue to be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law, subject to Section 6.4(a).

(b) As of the Effective Time, the bylaws of the Company as in effect immediately prior to the Effective Time shall remain unaffected by the Merger and shall continue to be the bylaws of the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable Law, subject to Section 6.4(a).

(c) As of the Effective Time, (i) the directors of the Surviving Corporation shall be the individuals who served as the directors of Purchaser and (ii) the officers of the Surviving Corporation shall be the individuals who served as the officers of Purchaser, in each case as of immediately prior to the Effective Time, until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

(d) In furtherance of the foregoing, prior to the Closing Date, the Company shall cause each of the directors and officers of the Company to execute and deliver resignation letters in customary form effecting the applicable director's or officer's resignation as a director or officer of the Company, to be effective as of, and contingent upon the occurrence of, the Effective Time, and to appoint the directors and officers of Purchaser as of immediately prior to the Effective Time as the directors and officers, respectively, of the Surviving Corporation.

2.5 Conversion of Shares.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Purchaser, the Company or any stockholder of the Company:

(i) any Shares held at the commencement of the Offer and immediately prior to the Effective Time by the Company (or held in the Company's treasury), Parent, Purchaser or any other direct or indirect wholly owned Subsidiary of Parent or Purchaser shall be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) any Shares irrevocably accepted for purchase pursuant to the Offer shall be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor in the Merger (the Shares to be cancelled pursuant to Section 2.5(a)(i), the "Tendered Shares" and, together with the Shares to be cancelled pursuant to Section 2.5(a)(ii), collectively, the "Excluded Shares");

(iii) except as provided in Section 2.5(a)(i) and 2.5(a)(ii) and subject to Section 2.5(c), each Share issued and outstanding as of immediately prior to the Effective Time ((A) including, for the avoidance of doubt, any Pre-Funded Warrant Shares solely to the extent such Shares do not constitute Tendered Shares and without double counting any Tendered Shares, but (B) excluding any Dissenting Shares, which shall have only those rights set forth in Section 2.7) shall be converted into the right to receive the Offer Price (the "Merger Consideration"), in cash, without any interest thereon, and subject to any withholding of Taxes in accordance with Section 2.6(g); and

(iv) each share of the common stock of Purchaser issued and outstanding as of immediately prior to the Effective Time shall be converted into one share of Class A common stock of the Surviving Corporation.

(b) From and after the Effective Time, subject to Section 2.5(a), all Shares issued and outstanding (or held in treasury) immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each applicable holder of such Shares (other than Dissenting Shares) shall cease to have any rights with respect thereto, except, unless such shares are Excluded Shares, the right to receive the Merger Consideration therefor upon the surrender of such Shares in accordance with Section 2.6, or, in the case of Dissenting Shares, the rights set forth in Section 2.7.

(c) If, between the Offer Acceptance Time and the Effective Time, the outstanding Shares are changed into a different number or class of shares by reason of any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction, then the Merger Consideration shall be appropriately adjusted, it being understood that nothing in this Section 2.5(c) shall be construed to permit the Company to take any action that is otherwise prohibited by the terms of this Agreement.

2.6 Surrender of Certificates; Stock Transfer Books.

(a) Prior to the commencement of the Offer, Parent shall designate a bank or trust company reasonably acceptable to the Company to act as agent (the "Depositary Agent") for the holders of Shares entitled to receive the Offer Price pursuant to Section 1.1(b) and to act as agent (the "Paying Agent") for the holders of Shares entitled to receive the Merger Consideration pursuant to Section 2.5(a)(iii) and for the holders of Company Warrants entitled to receive the Warrant Consideration pursuant to Section 2.9. Promptly after the Offer Acceptance Time, Parent shall deposit, or shall cause to be deposited, with the Depositary Agent cash sufficient to make the payment of the aggregate Offer Price payable pursuant to Section 1.1(h). On or prior to the Closing Date, Parent shall deposit, or shall cause to be deposited, with the Paying Agent cash sufficient to pay the aggregate Merger Consideration payable pursuant to Section 2.5(a)(iii) and the aggregate Warrant Consideration payable pursuant to Section 2.9 (together with the amount deposited pursuant to the immediately preceding sentence, the "Payment Fund"). The Payment Fund shall not be used for any purpose other than to pay the aggregate Offer Price in the Offer, the aggregate Merger Consideration in the Merger and the aggregate Warrant Consideration. The Payment Fund shall be invested by the Depositary Agent or the Paying Agent as directed by Parent; provided that no such investment or losses thereon shall relieve Parent from making the payments required by Section 1.1(h), Section 2.5(a)(iii) and Section 2.9.

(b) As promptly as practicable (but in no event more than three (3) Business Days) after the Effective Time, the Surviving Corporation shall cause to be delivered to each Person who was, at the Effective Time, a holder of record of (i) Shares represented by a certificate evidencing such Shares (a "Certificate") or (ii) non-certificated Shares represented by book-entry ("Book-Entry Shares") not held, directly or indirectly, through the Depository Trust Company ("DTC") (in each case who was entitled to receive the Merger Consideration pursuant to Section 2.5(a)(iii)), (A) a form of letter of transmittal (which shall be in customary form and shall specify that delivery shall be effected, and risk of loss and title to the Certificates or such Book-Entry Shares, as applicable, shall pass only on proper surrender of such Certificates (or affidavits of loss in lieu of the Certificates, as provided in Section 2.6(h)) or such Book-Entry Shares, as applicable, to the Paying Agent) and (B) instructions for use in effecting the proper surrender of such Certificates (or affidavits of loss in lieu of the Certificates, as provided in Section 2.6(h)) or such Book-Entry Shares in exchange for payment of the Merger Consideration as provided in Section 2.5(a)(iii).

(c) With respect to Book-Entry Shares held, directly or indirectly, through DTC, Parent and the Company shall cooperate to establish procedures with the Paying Agent, DTC, DTC's nominees and such other necessary or desirable third-party intermediaries to ensure that the Paying Agent shall transmit to DTC or its nominees, as promptly as practicable after the Effective Time, on surrender of Shares held of record by DTC or its nominees (and entitled to receive the Merger Consideration pursuant to Section 2.5(a)(iii)) in accordance with DTC's customary surrender procedures and such other procedures as agreed by Parent, the Company, the Paying Agent, DTC, DTC's nominees and such other necessary or desirable third-party intermediaries, the Merger Consideration into which such shares are converted pursuant to Section 2.5(a)(iii).

(d) On surrender to the Paying Agent of Shares entitled to receive the Merger Consideration pursuant to Section 2.5(a)(iii) that (i) are represented by Certificates, by physical surrender of such Certificates (or affidavits of loss in lieu thereof in accordance with Section 2.6(h), if applicable), together with the letter of transmittal, duly completed and validly executed in accordance with such letter's instructions (and such other customary documents as may reasonably be required by the Paying Agent), (ii) are Book-Entry Shares not held through DTC, by book-receipt of an "agent's message" by the Paying Agent in connection with the surrender of Book-Entry Shares (or such other reasonable evidence, if any, of surrender with respect to such Book-Entry Shares, as the Paying Agent may reasonably request) or (iii) are Book-Entry Shares held, directly or indirectly, through DTC, in accordance with DTC's customary surrender procedures and such other procedures as agreed by the Company, Parent, the Paying Agent, DTC, DTC's nominees and such other necessary or desirable third-party intermediaries pursuant to Section 2.6(c), the holder of such Certificates or Book-Entry Shares shall be entitled to receive in exchange therefor the Merger Consideration for each Share formerly represented by such Certificate or Book-Entry Share, and such Certificates and Book-Entry Shares shall then be cancelled. No interest shall accrue or be paid on the Merger Consideration payable upon the surrender of any Certificates or Book-Entry Shares for the benefit of the holder thereof. If the payment of any Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered on the stock transfer books of the Company, it shall be a condition of payment that the Certificate so surrendered shall be endorsed properly or otherwise be in proper form for transfer and that the Person requesting such payment shall have paid all transfer and other similar Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate surrendered, or shall have established to the satisfaction of the Surviving Corporation that such transfer or other Taxes either have been paid or are not applicable. None of Parent, Purchaser or the Surviving Corporation shall have any liability for any such transfer or other similar Taxes under any circumstance. Payment of the applicable Merger Consideration with respect to Book-Entry Shares shall only be made to the Person in whose name such Book-Entry Shares are registered. Until surrendered as contemplated by this Section 2.6, each Certificate and Book-Entry Share (in each case, other than Excluded Shares or Dissenting Shares) shall be deemed at any time after the Effective Time to represent only the right to receive the applicable Merger Consideration as contemplated by Section 2.5(a)(iii).

(e) At any time following 12 months after the Effective Time, Parent shall be entitled to require the Paying Agent to deliver to it any funds (with respect to the Merger Consideration to which holders of Shares shall become entitled pursuant to Section 2.5(a)(iii) and the aggregate Warrant Consideration to which holders of Company Warrants shall become entitled pursuant to Section 2.9) that had been made available to the Paying Agent and not disbursed to holders of Certificates, Book-Entry Shares or Company Warrants (including all interest and other income received by the Paying Agent in respect of all funds made available to it), and, thereafter, such holders shall be entitled to look to the Surviving Corporation (subject to abandoned property, escheat and other similar Laws) only as general creditors thereof with respect to the Merger Consideration or the Warrant Consideration, as the case may be, that may be payable upon due surrender of the Certificates or Book-Entry Shares held by them or with respect to the applicable Company Warrants pursuant to Section 2.9, without any interest thereon. Notwithstanding the foregoing, neither the Surviving Corporation nor the Paying Agent shall be liable to any holder of Certificates, Book-Entry Shares or Company Warrants for the Merger Consideration or Warrant Consideration delivered in respect of the applicable Shares or Company Warrant, respectively, to a public official pursuant to any abandoned property, escheat or other similar Laws. Any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Body shall become, to the extent permitted by applicable Law, the property of the Surviving Corporation or its designee, free and clear of all claims or interest of any Person previously entitled thereto.

(f) At the close of business on the day of the Effective Time, the stock transfer books of the Company with respect to the Shares shall be closed and thereafter there shall be no further registration of transfers of Shares on the records of the Company. From and after the Effective Time, the holders of the Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by applicable Law. If, after the Effective Time, Certificates or Book-Entry Shares are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Agreement.

(g) Each of the Company, the Surviving Corporation, Parent and Purchaser, and their Affiliates, shall be entitled to deduct and withhold (or cause the Paying Agent or the Depositary Agent to deduct and withhold) from the Offer Price, the Merger Consideration payable to any holder of the Shares, Company Warrants, Company Options, Company RSUs or Company PSUs or any other consideration otherwise payable pursuant to this Agreement such amounts as it is required by any Law to deduct and withhold with respect to Taxes and shall promptly remit any amounts so withheld and deducted to the appropriate Governmental Body. Any amounts so withheld and deducted shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares, Company Warrants, Company Options, Company RSUs or Company PSUs or other recipient of consideration hereunder in respect of which such withholding and deduction was made.

(h) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of the Shares formerly represented by such Certificate claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by that holder of a bond, in such reasonable amount as Parent may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent shall pay (without interest and less any applicable Tax withholding), in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration to be paid in respect of the Shares formerly represented by such Certificate, as contemplated by this Article II.

2.7 Dissenters' Rights. Notwithstanding anything to the contrary in this Agreement, any Shares issued and outstanding as of immediately prior to the Effective Time that are held of record or beneficially owned by holders or beneficial owners, as applicable, who are entitled to appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the Effective Time, have neither validly withdrawn nor lost their rights to such appraisal and payment under the DGCL (the "Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration, but shall, by virtue of the Merger, be automatically cancelled and no longer outstanding, shall cease to exist and shall be entitled to only such consideration as shall be determined pursuant to Section 262 of the DGCL; provided that if any such holder or beneficial owner shall have withdrawn or lost such holder's or beneficial owner's right to appraisal and payment under the DGCL, such holder's or beneficial owner's Shares shall be deemed to have been converted as of the Effective Time into the right to receive the Merger Consideration (without interest and less any applicable Tax withholding) upon surrender of the Certificate formerly representing such Shares (or effective affidavits of loss in lieu thereof) or Book-Entry Shares, as the case may be, together with the letter of transmittal, in accordance with Section 2.6, and such Shares shall no longer be deemed to be Dissenting Shares. The Company shall give prompt notice to Parent and Purchaser of any demands received by the Company for appraisal of any Shares, withdrawals of such demands and any other instruments served pursuant to Section 262 of the DGCL, in each case prior to the Effective Time. Parent and Purchaser shall have the right to direct and participate in all negotiations and proceedings with respect to such demands, and the Company shall not, without the prior written consent of Parent and Purchaser, settle or offer to settle, or make or offer to make any payment with respect to, any such demands, or agree or commit to do any of the foregoing.

2.8 Treatment of Company Equity Awards and Company ESPP.

(a) **Company Options**.

(i) At the Effective Time, each Company Option (or portion thereof) that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company Options as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, be cancelled and converted into the right to receive, in cash, without interest and less any applicable Tax withholding, an amount equal to the product (rounded down to the nearest whole cent) of (A) the total number of Shares subject to such vested Company Option immediately prior to the Effective Time *multiplied by* (B) the excess, if any, of the Merger Consideration over the exercise price per Share of such vested Company Option immediately prior to the Effective Time, payable as soon as reasonably practicable, but in no event later than thirty (30) Business Days, following the Effective Time. Any vested Company Option with a per Share exercise price equal to or greater than the Merger Consideration shall be cancelled at the Effective Time for no consideration.

(ii) At the Effective Time, each Company Option (or portion thereof) that is unvested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company Options as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, cease to represent an option to purchase Shares and shall be converted into a fixed cash-based award (a "Parent Cash-Based Option Award") in respect of an amount in cash, without interest, less applicable Tax withholding, equal to the product (rounded down to the nearest whole cent) of (A) the total number of Shares subject to such unvested Company Option immediately prior to the Effective Time *multiplied by* (B) the excess, if any, of the Merger Consideration over the exercise price per Share of such Company Option immediately prior to the Effective Time. Each Parent Cash-Based Option Award shall continue to vest in accordance with the same vesting schedule that applied to the corresponding Company Option (or portion thereof) immediately prior to the Effective Time, and shall otherwise continue to be governed by the same terms and conditions as applied to the corresponding Company Option, except for such changes as are necessary for the administration of the Parent Cash-Based Option Award, or any terms rendered inoperative because of the Transactions. Each vested portion of a Parent Cash-Based Option Award shall be paid to the holder within thirty (30) Business Days following the applicable vesting date. Any unvested Company Option with a per Share exercise price equal to or greater than the Merger Consideration shall be cancelled at the Effective Time for no consideration.

(b) **Company RSUs.**

(i) At the Effective Time, each Company RSU award (or portion thereof) that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company RSUs as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, be cancelled and converted into the right to receive, in cash, without interest and less any applicable Tax withholding, an amount equal to the product (rounded down to the nearest whole cent) of (A) the total number of Shares subject to such vested Company RSU award immediately prior to the Effective Time *multiplied by* (B) the Merger Consideration, payable as soon as reasonably practicable, but in no event later than thirty (30) Business Days, following the Effective Time.

(ii) At the Effective Time, each Company RSU award (or portion thereof) that is unvested and outstanding immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company RSUs as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, cease to represent a restricted stock unit award denominated in Shares and shall be converted into a fixed time-based cash-based award (a "Parent Cash-Based RSU Award") in respect of an amount in cash, less applicable Tax withholding, equal to the product (rounded down to the nearest whole cent) of (A) the total number of Shares subject to such unvested Company RSU award immediately prior to the Effective Time multiplied by (B) the Merger Consideration. Each Parent Cash-Based RSU Award shall continue to vest in accordance with the same vesting schedule that applied to the corresponding Company RSU award immediately prior to the Effective Time, and shall otherwise continue to be governed by the same terms and conditions as applied to the corresponding Company RSU award, except for such changes as are necessary for the administration of the Parent Cash-Based RSU Award or any terms rendered inoperative because of the Transactions. Each vested portion of a Parent Cash-Based RSU Award shall be paid to the holder within 30 Business Days following the applicable vesting date.

(c) **Company PSUs**.

(i) At the Effective Time, each Company PSU award (or portion thereof) that is vested and outstanding as of immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company PSUs as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, be cancelled and converted into the right to receive, in cash, without interest and less any applicable Tax withholding, an amount equal to the product (rounded down to the nearest whole cent) of (A) the number of Shares subject to such vested Company PSU award immediately prior to the Effective Time *multiplied by* (B) the Merger Consideration, payable as soon as reasonably practicable, but in no event later than thirty (30) Business Days, following the Effective Time; provided that, for purposes of determining the number of Company PSUs outstanding immediately prior to the Effective Time, with respect to any portion of the Company PSU award with a performance period that has not been completed as of such time, any applicable performance-based conditions shall be deemed to have been achieved at target performance.

(ii) At the Effective Time, each Company PSU award (or portion thereof) that is unvested and outstanding immediately prior to the Effective Time (taking into account any acceleration that occurs as of immediately prior to the Effective Time pursuant to the terms of the Company PSUs as in effect on the date hereof) shall, automatically and without any action on the part of the holder thereof, cease to represent a performance-based restricted stock unit denominated in Shares and shall be converted into a fixed performance-based cash-based award (a "Parent Cash-Based PSU Award") in respect of an amount in cash, less applicable Tax withholding, equal to the product (rounded down to the nearest whole cent) of (A) the number of Shares subject to such unvested Company PSU award immediately prior to the Effective Time *multiplied by* (B) the Merger Consideration; provided that, for purposes of determining the number of Company PSUs outstanding immediately prior to the Effective Time, with respect to any portion of the Company PSU award with a performance period that has not been completed as of such time, any applicable performance-based conditions shall be deemed to have been achieved at target performance. Each Parent Cash-Based PSU Award shall continue to vest in accordance with the same performance-based vesting schedule that would otherwise have applied to the corresponding Company PSU award immediately prior to the Effective Time, and shall otherwise continue to be governed by the same terms and conditions as applied to the corresponding Company PSU award, except for such changes as are necessary for the administration of the Parent Cash-Based PSU Award or any terms rendered inoperative because of the Transactions. Each vested portion of a Parent Cash-Based PSU Award shall be paid to the holder within thirty (30) Business Days following the applicable vesting date.

(d) At the Effective Time, the Company Equity Plans and all outstanding equity and equity-based awards granted thereunder shall terminate (other than with respect to the right to receive the payments set forth herein), and no further Company Common Stock, Company Options, Company RSUs, Company PSUs, Equity Securities or other rights with respect to Company Common Stock shall be granted under the Company Equity Plans.

(e) Prior to the Effective Time, the Company shall take all necessary and appropriate actions to ensure that (i) no new participants are permitted to participate in the Company ESPP and participants may not increase their payroll deductions or purchase elections from those in effect on the date hereof, (ii) no new Offering Period (as defined in the Company ESPP) shall be commenced under the Company ESPP following the date hereof, and (iii) if the Purchase Date (as defined in the Company ESPP) of the Offering Period in effect under the Company ESPP as of the date of this Agreement would otherwise occur on or after the Effective Time, the Company shall shorten such Offering Period by establishing a new Purchase Date that is no later than five (5) Business Days prior to the Effective Time (the "Final Purchase Date"). On the Final Purchase Date, (A) all accumulated payroll deductions credited to the account of each participant who has not withdrawn from the applicable Offering Period in accordance with the terms of the Company ESPP shall automatically be applied to purchase the maximum number of whole Shares at the applicable Purchase Price (as defined in the Company ESPP), in accordance with the terms of the Company ESPP and (B) subject to, and effective immediately prior to, the consummation of the Merger, the Company ESPP shall terminate. All Shares purchased under the Company ESPP on the Final Purchase Date shall be treated as issued and outstanding Shares immediately prior to the Effective Time and shall be cancelled at the Effective Time and converted, subject to Section 2.7, into the right to receive the Merger Consideration in accordance with the terms and conditions of this Agreement. The Company shall provide each participant in the Company ESPP with notice describing the treatment of the Company ESPP contemplated by this Section 2.8(e).

(f) Prior to the Effective Time, the Company shall take all necessary and appropriate actions to effect the transactions described in this Section 2.8 and the Company Board (or, if applicable, the committee administering a Company Equity Plan or the Company ESPP) shall adopt such resolutions as are required to approve the transactions described in this Section 2.8. The Company shall provide, at least ten (10) Business Days prior to the Closing, copies of all such resolutions to Parent.

(g) To the extent a payment made pursuant to the timing set forth in this Section 2.8 would trigger a Tax or penalty under Section 409A of the Code, such payment shall be made on the earliest date that payment would not trigger such Tax or penalty.

2.9 Treatment of Company Warrants.

(a) At the Effective Time, each Series A Common Stock Warrant that is issued and outstanding shall, in accordance with its terms, become exercisable by the holder thereof solely for an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time pursuant to Section 2.5 if such holder had been, immediately prior to the Effective Time, the holder of the number of Shares then issuable upon exercise in full of such Series A Common Stock Warrant, without regard to any limitations on exercise contained therein, less (ii) the exercise price per Share of such Series A Common Stock Warrant, in each case without interest, and less any applicable Tax withholding.

(b) At the Effective Time, each Series B Common Stock Warrant that is issued and outstanding shall, unless otherwise elected by a holder with respect to a Series B Common Stock Warrant in accordance with its terms, be cancelled and purchased by Parent, such that Parent will pay to each holder of a Series B Common Stock Warrant an amount in cash equal to the Black Scholes Value of the remaining unexercised portion of such Series B Common Stock Warrant. Prior to the Effective Time, the Company shall obtain from each holder of Series B Common Stock Warrants a Series B Warrant cancellation agreement, in form and substance reasonably acceptable to Parent and Purchaser, evidencing such holder's election to receive such payment of the Black Scholes Value pursuant to Section 9(c) of such Series B Common Stock Warrant and agreement to the purchase and cancellation contemplated by this Section 2.9(b).

(c) At the Effective Time, each 2025 Warrant that is issued and outstanding shall, in accordance with the 2025 Warrant Cancellation Agreements, be terminated and cancelled without any consideration.

(d) At the Offer Acceptance Time, each Pre-Funded Warrant that is issued and outstanding shall, in accordance with its terms, be deemed to be exercised in full by the holder thereof in a "cashless exercise" pursuant to the terms thereof effective immediately prior to and contingent upon the occurrence of the Offer Acceptance Time, it being understood that any Shares issued upon such deemed "cashless exercise" (such shares, the "Pre-Funded Warrant Shares") shall be treated pursuant to Section 2.5 and no separate consideration shall be payable to the holder of any such Pre-Funded Warrant pursuant to this Section 2.9.

(e) At the Effective Time, each Converted Series A-1 Preferred Stock Warrant and each Converted Series B-1 Preferred Stock Warrant shall be terminated in exchange for the delivery to the holder of an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time pursuant to Section 2.5 if such holder had been, immediately prior to the Effective Time, the holder of the number of Shares then issuable upon exercise in full of such Converted Series A-1 Preferred Stock Warrant and Converted Series B-1 Preferred Stock Warrant, as applicable, without regard to any limitations on exercise contained therein, less (ii) the exercise price per Share of such Converted Series A-1 Preferred Stock Warrant and Converted Series B-1 Preferred Stock Warrant, as applicable, in each case without interest, and less any applicable Tax withholding.

(f) At the Effective Time, the Company shall terminate each Converted Series C-1 Preferred Stock Warrant in exchange for the right of the holder to receive an amount in cash equal to (i) the Merger Consideration such holder would have been entitled to receive at the Effective Time pursuant to Section 2.5 if such holder had been, immediately prior to the Effective Time, the holder of the number of Shares then issuable upon exercise in full of such Converted Series C-1 Preferred Stock Warrant, without regard to any limitations on exercise contained therein, less (ii) the exercise price per Share of such Converted Series C-1 Preferred Stock Warrant, in each case without interest, and less any applicable Tax withholding.

(g) At the Effective Time, each 2018 Warrant shall be automatically terminated and cancelled pursuant to the terms thereof without any consideration.

(h) As of the Effective Time, each holder of Company Warrants shall cease to have any other rights in and to the Company and the Surviving Corporation, and each Company Warrant shall thereafter represent only the right to receive the applicable consideration set forth above in this Section 2.9.

(i) Following the date of this Agreement and prior to the Effective Time, (i) the Company shall comply with all of its obligations under the Company Warrants and shall take all actions that may be required or necessary to effect the treatment of the Company Warrants described in this Section 2.9, including delivering in a timely manner under the terms of each Company Warrant all notices contemplated by each Company Warrant, (ii) the Company shall promptly notify Parent if any holder of any Company Warrant elects to exercise such Company Warrant and (iii) the Company shall not amend, supplement or modify any of the terms of any Company Warrant without the prior written consent of Parent.

2.10 Further Action. The Parties agree to take all necessary action to cause the Merger to become effective in accordance with this Article II as soon as practicable following the consummation of the Offer without a vote of the Company's stockholders, as provided in Section 251(h) of the DGCL. If, at any time after the Effective Time, any further action is reasonably determined by Parent to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of Purchaser and the Company, the officers and directors of the Surviving Corporation and Parent shall be fully authorized (in the name of Purchaser, in the name of the Company and otherwise) to take such action.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Parent and Purchaser as follows (it being understood that each representation and warranty contained in this Article III is subject to (a) exceptions and disclosures set forth in the section or subsection of the Company Disclosure Letter corresponding to the particular section or subsection in this Article III, (b) any exception or disclosure set forth in any other section or subsection of the Company Disclosure Letter to the extent it is reasonably apparent from the face of such disclosure that such exception or disclosure is applicable to qualify such other section or subsection and (c) disclosure in the Company SEC Documents filed and publicly available at least one (1) Business Day prior to the date of this Agreement (other than any information in the "Risk Factors" or "Forward-Looking Statements" sections of such Company SEC Documents, except to the extent such information consists of statements of historical fact, or other general cautionary or forward-looking statements in any other sections of such Company SEC Documents)):

3.1 Organization; Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all necessary corporate power and authority (i) to conduct its business in the manner in which its business is currently being conducted and (ii) to own, lease and use its properties and assets in the manner in which they are currently owned and used. The Company is qualified or licensed to do business as a foreign corporation and, to the extent such concept is applicable, is in good standing in each jurisdiction where the nature of its business requires such qualification or licensing, except as would not reasonably be expected to (A) have, individually or in the aggregate, a Material Adverse Effect or (B) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

(b) Section 3.1(b) of the Company Disclosure Letter sets forth a true, correct and complete list, as of the date of this Agreement, of each Subsidiary of the Company (each, a "Company Subsidiary") and its jurisdiction of organization. Each Company Subsidiary is duly organized, validly existing and, to the extent such concept is applicable, in good standing under the laws of its jurisdiction of organization, except where the failure to be in such good standing would not reasonably be expected to (i) have, individually or in the aggregate, a Material Adverse Effect or (ii) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein. Each Company Subsidiary has all necessary corporate or other organizational power and authority (A) to conduct its business in the manner in which its business is currently being conducted and (B) to own and use its assets in the manner in which its assets are currently owned and used, in each case except as would not reasonably be expected to (1) have, individually or in the aggregate, a Material Adverse Effect or (2) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein. Each Company Subsidiary is qualified or licensed to do business as a foreign corporation and, to the extent such concept is applicable, is in good standing in each jurisdiction where the nature of its business requires such qualification or licensing, except as would not reasonably be expected to (x) have, individually or in the aggregate, a Material Adverse Effect or (y) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

(c) The Company owns, directly or indirectly, beneficially and of record all of the outstanding shares of its capital stock or other Equity Securities, as applicable, of each Company Subsidiary, free and clear of all Encumbrances, except for restrictions on transfer under applicable securities Laws and Permitted Encumbrances. Other than the Company Subsidiaries, the Company and Company Subsidiaries do not own, directly or indirectly, any shares of capital stock or other Equity Securities or investment or have any obligation to invest, as applicable, in any other Person. All of the outstanding shares of capital stock or Equity Securities, as applicable, of the Company Subsidiaries have been duly authorized and, to the extent such concepts are applicable thereto, validly issued, and are fully paid and nonassessable.

(d) The Company has delivered or made available to Parent true, correct and complete copies of the Organizational Documents of each Acquired Company, including all amendments thereto, as in effect on the date of this Agreement. The Organizational Documents of each Acquired Company are in full force and effect, and no Acquired Company is in violation in any material respect of its Organizational Documents.

3.2 Due Authorization; Due Execution; Enforceability.

(a) The Company has the corporate power and authority to execute and deliver this Agreement, perform its covenants and obligations under this Agreement and to consummate the Transactions. The execution and delivery by the Company of this Agreement, the performance by the Company of its covenants and obligations under this Agreement and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary corporate action on the part of the Company, and, except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, no additional corporate proceedings or actions on the part of the Company are necessary to authorize the execution and delivery by the Company of this Agreement, the performance by the Company of its covenants and obligations under this Agreement or the consummation by the Company of the Transactions.

(b) This Agreement has been duly executed and delivered by the Company, and assuming due authorization, execution and delivery by Parent and Purchaser, this Agreement constitutes the legal, valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles (the "Enforceability Exceptions"). If the Merger is consummated in accordance with Section 251(h) of the DGCL as contemplated hereby, no vote of the Company's stockholders is necessary to authorize or adopt this Agreement or to consummate the Transactions.

(c) At a meeting duly called and held prior to the execution and delivery of this Agreement, the Company Board has unanimously (a) determined that this Agreement and the Transactions, including the Offer and the Merger, are fair to, and in the best interest of, the Company and its stockholders, (b) declared it advisable for the Company to enter into this Agreement, (c) approved the execution and delivery by the Company of this Agreement, the performance by the Company of its covenants and obligations under this Agreement and the consummation of the Transactions, including the Offer and the Merger, (d) resolved that the Merger shall be effected under Section 251(h) of the DGCL, (e) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer, in each case on the terms and subject to the conditions of this Agreement and (f) determined that the Support Agreements are advisable and in the best interests of the Company and its stockholders and approved the Support Agreements so that the restrictions on business combinations set forth in Section 203 of the DGCL and any other similar Laws are not applicable to this Agreement or the Transactions. The resolutions in the foregoing sentence have not been, subject to Section 6.1, subsequently withdrawn or modified in any manner.

3.3 Non-Contravention; Consents.

(a) The execution and delivery of this Agreement by the Company, the performance by the Company of its covenants and obligations hereunder and the consummation of the Transactions by the Company will not (i) violate or conflict with any of the provisions of the Organizational Documents of any Acquired Company, (ii) violate or conflict with any applicable Law or Order, (iii) require any Consent under, violate or conflict with, result in breach of, or constitute a default under (or an event that with notice or lapse of time or both would become a default), give rise to any right of termination or acceleration, or result in the loss of a benefit, under any provision of any Contract to which any Acquired Company is a party or by which any Acquired Company or any of their respective properties or assets are bound or (iv) result in an Encumbrance (other than a Permitted Encumbrance) on any property or assets of any Acquired Company, except, in the case of clauses (ii), (iii) and (iv), as would not reasonably be expected to (A) have, individually or in the aggregate, a Material Adverse Effect or (B) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

(b) Except as may be required by the Exchange Act (including the filing with the SEC of the Schedule 14D-9 and such reports under the Exchange Act as may be required in connection with this Agreement and the Transactions), the DGCL (including the filing of the certificate of merger with the Secretary of State of the State of Delaware) and the applicable rules and regulations of the SEC and Nasdaq, the execution and delivery of this Agreement by the Company, the performance by the Company of its covenants and obligations under this Agreement and the consummation of the Transactions by the Company will not require the Acquired Companies to give notice to, make any filing with or obtain any Consent from any Governmental Body, except as would not reasonably be expected to (i) have, individually or in the aggregate, a Material Adverse Effect or (ii) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

3.4 Capitalization.

(a) The authorized capital stock of the Company consists of 210,000,000 Class A Common Shares, 10,000,000 Class B Common Shares and 10,000,000 shares of Company Preferred Stock.

(b) As of the close of business on November 13, 2026 (such time and date, the "Capitalization Date"), (i) 46,342,785 Class A Common Shares were issued and outstanding, (ii) 4,499,529 Class B Common Shares were issued and outstanding and (iii) no shares of Company Preferred Stock were issued or outstanding. As of the Capitalization Date, (i) (A) 179,104 Class A Common Shares were subject to issuance pursuant to the 2025 Warrants, all of which have an exercise price of $3.35 per Class A Common Share, (B) 1,463,000 Class A Common Shares were subject to issuance pursuant to the Pre-Funded Warrants, all of which have an exercise price of $0.01 per Class A Common Share, (C) 5,115,607 Class A Common Shares were subject to issuance pursuant to the Series A Common Stock Warrants, all of which have an exercise price of $1.955 per Class A Common Share, (D) 5,115,607 Class A Common Shares were subject to issuance pursuant to the Series B Common Stock Warrants, all of which have an exercise price of $2.34 per Class A Common Share, (E) 30,000 Class A Common Shares were subject to issuance pursuant to the 2018 Warrants, all of which have an exercise price of $1.00 per Class A Common Share, (F) 73,403 Class A Common Shares were subject to issuance pursuant to the Converted Series A-1 Preferred Stock Warrants, all of which have an exercise price of $0.05 per Class A Common Share, (G) 33,544 Class A Common Shares were subject to issuance pursuant to the Converted Series B-1 Preferred Stock Warrants, all of which have an exercise price of $0.05 per Class A Common Share, and (H) 239,130 Class A Common Shares were subject to issuance pursuant to the Converted Series C-1 Preferred Stock Warrants, all of which have an exercise price of $5.75 per Class A Common Share, (ii) 7,386,653 Class A Common Shares were subject to issuance pursuant to Company Options granted and outstanding under the Company Equity Plans, which Company Options have a weighted average exercise price of $2.6928 per Class A Common Share, (iii) 3,645,692 Class A Common Shares were subject to issuance pursuant to Company RSUs granted and outstanding under the Company Equity Plans, (iv) 255,253 Class A Common Shares were subject to issuance pursuant to Company PSUs granted and outstanding under the Company Equity Plans (assuming maximum performance), (v) 16,749,803 Class A Common Shares and 0 Class B Common Shares were reserved for future issuance under the Company Equity Plans, (vi) 1,451,633 Class A Common Shares and 0 Class B Common Shares were reserved for future issuance under the Company ESPP and (vii) no Shares were held in treasury by the Company. As of the Capitalization Date, a maximum of 68,408 Shares are estimated to be subject to outstanding purchase rights under the Company ESPP (determined in accordance with the terms of the Company ESPP). No Subsidiary of the Company owns any Shares. From the Capitalization Date to the execution and delivery of this Agreement, the Company has not issued any shares of its capital stock or other Equity Securities except the issuance of Shares pursuant to the exercise of Company Options or Company Warrants or the settlement of Company RSUs or Company PSUs, in each case outstanding as of the Capitalization Date in accordance with their terms. There are no accrued and unpaid dividends with respect to any Shares.

(c) All outstanding Shares, Company Warrants and Company Equity Awards have been issued or granted, as applicable, in compliance in all respects with applicable Law or exemptions therefrom and all requirements set forth in the applicable Company Equity Plan and applicable award agreement. All of the outstanding Shares have been duly authorized and validly issued, and are fully paid and nonassessable.

(d) Except for the Shares set forth in Section 3.4(a), the Company Warrants and Company Equity Awards set forth in Section 3.4(b) or as may be issued in accordance with Section 5.2(b)(iii), there are no (i) outstanding shares of capital stock or other Equity Securities of the Company or (ii) stockholder rights plans (or similar plans commonly referred to as a "poison pill") or Contracts under which any Acquired Company is or may become obligated to sell or otherwise issue any shares of its capital stock or any other Equity Securities.

(e) (i) None of the outstanding shares of capital stock or other Equity Securities of any of the Acquired Companies are entitled or subject to any preemptive right, right of repurchase or forfeiture, right of first refusal in favor of any Acquired Company or any similar right, other than pursuant to the terms of the Company Warrants or the Company Equity Awards, (ii) there are no outstanding bonds, debentures, notes or other indebtedness of any Acquired Company having a right to vote on any matters on which the stockholders of the Acquired Companies have a right to vote, (iii) there is no Contract to which any of the Acquired Companies is a party relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of, any shares of capital stock or other Equity Securities of the Acquired Companies, or granting any Person or group of Persons the right to elect or designate or nominate for election, a member of the board of directors (or similar governing body) of any Acquired Company and (iv) no Acquired Company is under any obligation, or bound by any Contract pursuant to which it may become obligated, to repurchase, redeem or otherwise acquire any outstanding shares of capital stock or other Equity Securities of the Acquired Companies. The Shares constitute the only outstanding class of securities of the Company registered under the Securities Act or the Exchange Act.

(f) Section 3.4(f) of the Company Disclosure Letter sets forth a true, correct and complete list as of the Capitalization Date of each outstanding Company Equity Award, including with respect to each Company Equity Award, as applicable, (i) the name of the holder, (ii) the number of Shares subject to the Company Equity Award, (iii) the type of Company Equity Award, (iv) the date of grant for such Company Equity Award (or the date of repricing, if applicable), (v) the vesting commencement date for such Company Equity Award, (vi) the expiration date (if any), (vii) the per Share exercise price or purchase price, (viii) the vesting schedule (including any acceleration provisions) or forfeiture conditions and the extent to which the Company Equity Award is vested and unvested as of the Capitalization Date, (ix) with respect to any Company Option, whether it qualifies as an "incentive stock option" under Section 422 of the Code, (x) with respect to any Company Option, whether it is eligible to be early exercised, (xi) with respect to any Company Option that was early exercised prior to the Capitalization Date, the date of such exercise and whether such Company Option qualified as an "incentive stock option" under Section 422 of the Code as of the exercise date and (xii) the Company Equity Plan under which the Company Equity Award was granted. Other than as set forth in this Section 3.4(f), there are no issued, reserved for issuance, outstanding or authorized stock option, restricted stock unit award, stock appreciation, phantom stock, profit participation or similar rights or equity-based awards (whether settleable in cash or equity) with respect to any of the Acquired Companies. To the extent Section 409A of the Code is applicable to any Company Option, the exercise price per Share of such Company Option is not less than the fair market value (within the meaning of Section 409A of the Code) of a Share on the date of grant (or the date of repricing, if applicable) of such Company Option and all such Company Options are exempt from Section 409A of the Code. Each Company Option has a grant date identical to the date on which the Company Board (or any committee thereof) actually awarded such Company Option.

(g) The Company has made available to Parent (i) true, correct and complete copies of all Company Equity Plans and the forms of all award agreements evidencing Company Equity Awards and any award agreement that materially deviates from such forms and (ii) true, correct and complete copies of the forms of the 2018 Warrants, the 2025 Warrants, the Pre-Funded Warrants, the Series A Common Stock Warrants, the Series B Common Stock Warrants, the Converted Series A-1 Preferred Stock Warrants, the Converted Series B-1 Preferred Stock Warrants and the Converted Series C-1 Preferred Stock Warrants and any warrant agreement that deviates from such forms. The treatment of the Company Warrants set forth in Section 2.9 is consistent with, and complies in all respects with, the applicable terms of each applicable warrant agreement. No distributions or purchase rights are held in abeyance pursuant to any Company Warrants.

3.5 SEC Filings; Financial Statements.

(a) Since January 1, 2024, the Company has timely filed or furnished all reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) required to be filed or furnished by the Company with the SEC (the "Company SEC Documents"). As of their respective dates, or, if amended prior to the date of this Agreement, as of the date of (and giving effect to) the last such amendment (and, in the case of registration statements and proxy statements, on the date of effectiveness and the dates of the relevant meetings, respectively), the Company SEC Documents complied as to form in all material respects with the requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act of 2002. No executive officer of the Company has failed to make any certification required of him or her under Sections 302 or 906 of the Sarbanes-Oxley Act with respect to any Company SEC Document. As of their respective dates (or, to the extent amended, modified or superseded prior to the date of this Agreement, as of the date of such amended, modified or superseding filing), none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Company Subsidiaries is required to file any reports, schedules, forms, statements and other documents with the SEC.

(b) The financial statements (including any related notes and schedules) contained or incorporated by reference in the Company SEC Documents (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto, (ii) were prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods covered (except as may be indicated in the notes to such financial statements or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q, 8-K or any successor form under the Exchange Act) and (iii) fairly presented, in all material respects, the financial position of the Company and Company Subsidiaries as of the respective dates thereof and the results of operations, changes in stockholders' equity and cash flows of the Company and the Company Subsidiaries for the periods covered thereby (subject, in the case of the unaudited financial statements, to the absence of notes and to normal and recurring year-end adjustments, none of which is expected to be material, individually or in the aggregate), and were prepared from, and are consistent with, the books and records of the Company and the Company Subsidiaries.

(c) The Company maintains, and at all times since January 1, 2024 has maintained, a system of internal control over financial reporting (as defined in Rule 13a-15 under the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, which system includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and that receipts and expenditures are being made only in accordance with authorizations of management and the Company Board and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company that could have a material effect on its financial statements.

(d) The Company maintains, and at all times since January 1, 2024 has maintained, disclosure controls and procedures as defined in and required by Rule 13a-15 or 15d-15 under the Exchange Act that are designed to provide reasonable assurance that all information required to be disclosed in the Company's reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to enable the principal executive officer of the Company and the principal financial officer of the Company to make the certifications required under the Exchange Act with respect to such reports.

(e) The Company is in compliance in all material respects with all current listing and corporate governance requirements of Nasdaq. Since January 1, 2024, the Company has not received any notice from Nasdaq of any deficiency, non-compliance or delisting proceeding.

(f) The Company is not a party to, nor does it have any obligation or other commitment to become a party to, "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act) where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company in the Company SEC Documents.

(g) The Company has made available to Parent all correspondence with the SEC since January 1, 2024 through the date hereof. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Company SEC Documents. As of the date of this Agreement, none of the Company SEC Documents is the subject of ongoing SEC review and, to the Knowledge of the Company, there are no inquiries or investigations by the SEC or any internal investigations pending or threatened, in each case regarding any accounting practices of the Company.

(h) Since January 1, 2024: (i) none of the Company or any of the Company Subsidiaries or any of their respective directors or officers, nor, to the Knowledge of the Company, any of their respective employees, auditors, accountants or other Representatives has received or otherwise had or obtained knowledge of (A) any complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Company, any of the Company Subsidiaries or its or their respective internal accounting controls, including any complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices, except as would not reasonably be expected to be, individually or in the aggregate, material to the preparation or accuracy of the Company's financial statements or (B) any fraud, whether or not material, that involves management or other employees of the Company who have a significant role in the Company's internal controls over financial reporting and (ii) neither the Company nor any Company Subsidiary has had any "material weakness" or "significant deficiency".

3.6 Disclosure.

(a) Each document required to be filed by the Company with the SEC in connection with the Offer, including the Schedule 14D-9 (the "Company Disclosure Documents"), and any amendments or supplements thereto, when filed with the SEC or first distributed or otherwise disseminated to the Company's stockholders, as applicable, will comply as to form in all material respects with the applicable requirements of the Exchange Act. The Company Disclosure Documents, at the time of the filing of such Company Disclosure Documents or any supplement or amendment thereto with the SEC and at the time such Company Disclosure Documents or any supplements or amendments thereto are first distributed or otherwise disseminated to the Company's stockholders, will not 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 made therein, in light of the circumstances under which they were made, not misleading.

(b) The information with respect to the Acquired Companies that the Company furnishes to Parent or Purchaser specifically for use in the Offer Documents, at the time of the filing of the Offer Documents with the SEC and at the time the Offer Documents are first distributed or otherwise disseminated to the Company's stockholders, will not 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 made therein, in light of the circumstances under which they were made, not misleading.

(c) Notwithstanding anything to the contrary in this Section 3.6, the Company makes no representation with respect to statements made or incorporated by reference therein based on information supplied by or on behalf of Parent or Purchaser for inclusion or incorporation by reference in the Company Disclosure Documents or the Offer Documents.

3.7 Absence of Changes; No Material Adverse Effect.

(a) From June 30, 2026 through the date of this Agreement, (i) except as otherwise contemplated by this Agreement or in connection with the Transactions, the Acquired Companies have operated their respective businesses in the ordinary course of business and (ii) none of the Acquired Companies has taken any action that, if taken after the date of this Agreement without Parent's prior written consent, would constitute a breach of the covenants set forth in clauses (v), (vii), (viii), (ix), (x), (xi), (xii), (xiii), (xviii), (xix), (xxi), (xxiv), (xxv) or, with respect to the foregoing, (xxix) of Section 5.2(b).

(b) From December 31, 2025 through the date of this Agreement, there has not been any Effect that has had or would, individually or in the aggregate, reasonably be expected to have any Material Adverse Effect.

3.8 No Undisclosed Liabilities. The Acquired Companies do not have any liabilities or obligations (whether accrued, absolute, contingent or otherwise), except (a) for liabilities that are reflected or reserved against in the unaudited consolidated balance sheet of the Company as of June 30, 2026 that is included in the applicable Company SEC Documents filed prior to the date of this Agreement, (b) as incurred pursuant to the terms of this Agreement or in connection with the Transactions, (c) for performance of obligations under Contracts binding upon the Acquired Companies (other than resulting from any breach thereof) that have been made available to Parent, (d) as incurred in the ordinary course of business since June 30, 2026 (none of which is a liability for breach of Contract, breach of warranty, tort, infringement, violation of any Law, Order or Governmental Authorization or that relates to any Legal Proceeding) or (e) that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.9 Title to Assets. The Acquired Companies have good and valid title to or, in the case of leased or licensed assets, a valid and enforceable leasehold interest in or license to, all assets (excluding Leased Real Property and Intellectual Property Rights, which are addressed in Section 3.10 and Section 3.11, respectively) owned, leased or licensed by them, and such assets are owned, leased or licensed by the Acquired Companies free and clear of any Encumbrances (other than Permitted Encumbrances), in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.10 Real Property.

(a) The Acquired Companies do not own, and have never owned, any real property nor is any Acquired Company a party to any Contract to purchase or sell any real property.

(b) Section 3.10(b) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all real property currently leased, subleased or licensed by or from the Acquired Companies or otherwise used or occupied by any of the Acquired Companies (the "Leased Real Property") and all such leases, lease guaranties, subleases, side letters, Contracts for the leasing, use or occupancy of, or otherwise granting a right in or relating to the Leased Real Property, including the name of the lessor, licensor, sublessor, master lessor or lessee and all amendments, terminations and modifications thereof (the "Lease Agreements"). The Acquired Companies hold valid and existing leasehold interests in the Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Since January 1, 2024, no Acquired Company has received any written notice of any pending, and there is no threatened, condemnation with respect to any of the Leased Real Property. No Person leases, subleases, licenses or otherwise has the right to use or occupy under a Contract entered into by an Acquired Company any of the Leased Real Property other than, as applicable, the Acquired Companies, and no Person, other than the Acquired Companies, is in possession of any Leased Real Property.

(c) The Acquired Companies have paid in full and when due all rent, operating expenses, ancillary charges and other amounts payable under the Lease Agreements, and no payment arrears are outstanding. All security required to be provided by the Acquired Companies under the Lease Agreements, including, in particular, rental security deposits, sureties and other guarantees, has been provided in accordance with the applicable Lease Agreements and in the amounts required thereunder, is valid and remains in full force and effect. None of this security has been called upon, drawn upon or otherwise enforced or realized, in whole or in part, by any landlord, owner or other beneficiary, nor has any such call, enforcement or realization been announced.

3.11 Intellectual Property.

(a) Section 3.11(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, a true, correct and complete list of all U.S. and foreign (i) issued Patents and Patent applications (together with all expired provisional applications to which any priority is claimed), (ii) Trademark registrations and applications and (iii) Copyright registrations and applications, in each case of the foregoing clauses (i), (ii) and (iii), that is Owned IP or Licensed IP, and includes for each, the legal (and, if different, record) owner(s), the jurisdiction, the application and issuance/registration numbers, the filing and issuance/registration dates, and the current status (the "Registered Company IP"). The issued Patents, registered Copyrights and registered Trademarks included in the Registered Company IP are subsisting, and to the Knowledge of the Company, valid and enforceable in all material respects and all applications included in the Registered Company IP are subsisting and have not been abandoned or withdrawn. As of the date of this Agreement, no Legal Proceeding is pending or threatened in writing (including in the form of any notice or request to take a license), or, to the Knowledge of the Company, otherwise reasonably anticipated upon the manufacture, commercialization or other exploitation of any Company Product, against any Acquired Company, in which the use, right to use, priority, registrability, duration, scope, ownership, validity or enforceability of any Owned IP, or, to the Knowledge of the Company, any Licensed IP, in each case, that is material to any of the Acquired Companies, is being or would reasonably be expected to be contested or challenged. No Owned IP and, to the Knowledge of the Company, no Licensed IP has been since January 1, 2023 or is the subject of any Order (1) restricting the Acquired Companies' rights in, to and under such Company IP or the use, right to use, priority, registrability, duration, scope, ownership, validity or enforceability of any such Company IP or (2) triggering any royalties, license fees, honoraria or other obligations with respect to any such Company IP, including any exclusivity provisions, field-of-use restrictions, grant-backs, most-favored license terms, Source Code escrow release triggers, change-of-control/assignment restrictions, or any ownership, license, "march-in" or other rights of, or obligations to, any Governmental Body, but excluding annuity, renewal, maintenance or similar fees payable to a Governmental Body.

(b) The Company IP constitutes all Intellectual Property Rights used in or necessary for the conduct of the businesses of the Acquired Companies as currently conducted and as currently contemplated to be conducted (including the research, development, manufacture, commercialization or other exploitation of any Company Product). Except as would not be, individually or in the aggregate, material to the Acquired Companies, (i) the Acquired Companies are the sole and exclusive owners of the Owned IP and have a valid and enforceable right pursuant to a binding written Contract to use or practice all Licensed IP as currently used or practiced, and as currently intended to be used or practiced by the Acquired Companies in their businesses, including the research, development, manufacture, commercialization or other exploitation of any Company Product, in each case free and clear of all Encumbrances other than Permitted Encumbrances, (ii) no such Contract will terminate, or be subject to any modification, cancellation, termination, suspension of or acceleration of any right, obligation or payment with respect to any such Licensed IP, as a result of the consummation of the Transactions, (iii) each Person who is or was an employee or contractor of an Acquired Company (or, to the Knowledge of the Company, of any licensor of Licensed IP) and who is or was involved in the creation or development of any Intellectual Property Rights for an Acquired Company (or such licensor, as applicable) has executed a valid and enforceable agreement containing a present assignment to such Acquired Company (or such licensor, as applicable) of all of such employee's or contractor's rights to such Intellectual Property Rights and (iv) all such assignments have been timely and properly filed with the United States Patent and Trademark Office or its foreign equivalent, as applicable. To the Knowledge of the Company, (x) no licensor or other party to any such agreement is in default or breach of any such agreements and (y) the compliance by each such employee or contractor with such agreement does not conflict with any of such employee's or contractor's obligations to any third party.

(c) (i) Each Intellectual Property Right included in the Owned IP constituting Registered Company IP and, to the Knowledge of the Company, in the Exclusively In-Licensed IP constituting Registered Company IP, properly identifies all inventors thereof as determined in accordance with applicable Law and (ii) each inventor of each such Intellectual Property Right was in the United States during their discovery, generation, conception or reduction to practice of the substantive part of the inventions (including technical solutions) claimed or disclosed in any Patents constituting Registered Company IP.

(d) With respect to (i) the Owned IP contained in the Registered Company IP, (ii) Exclusively In-Licensed IP contained in the Registered Company IP for which an Acquired Company has responsibility for prosecution and maintenance activities and (iii) to the Knowledge of the Company, all other Registered Company IP, (A) all necessary registration, filing, maintenance, renewal and other relevant fees have been timely paid, (B) all necessary documents and certificates in connection therewith have been timely filed with the relevant Patent, Trademark, Copyright, Internet domain name or other authorities in the United States of America or the applicable foreign jurisdiction, as the case may be, for the purpose of maintaining such Registered Company IP in full force and effect, (C) except as set forth on Section 3.11(d) of the Company Disclosure Letter, there are no such filings, payments or other actions that must be made or taken on or before the date that is 90 days following the date hereof, (D) all respective duties of disclosure, candor and good faith in the United States Patent and Trademark Office and any relevant foreign patent or trademark office have been complied with in all material respects, (E) all applicable foreign filing and domestic filing requirements in the United States and in all other jurisdictions have been complied with in all material respects and (F) there have been no material misrepresentations in any patent or trademark applications included in the Registered Company IP or in any submission filed in the course of prosecuting any such applications. All assignments and transfers of ownership with respect to the Owned IP constituting Registered Company IP and the Exclusively In-Licensed IP constituting Registered Company IP for which an Acquired Company has responsibility for prosecution and maintenance activities have been duly executed and properly recorded with the United States Patent and Trademark Office in accordance with applicable Laws. The Owned IP constituting Registered Company IP and, to the Knowledge of the Company, the Exclusively In-Licensed IP constituting Registered Company IP is currently, and since January 1, 2023 has been, in compliance with all Laws necessary to record and perfect the Acquired Companies' or the applicable third party's interest in, and the chain of title of, the Registered Company IP and to ensure the ability to claim priority in all jurisdictions.

(e) No funding, facilities, personnel or resources of any Governmental Body or any university, college, research institute or other educational institution is being or has been used to create, in whole or in part, the Owned IP or, to the Knowledge of the Company, the Exclusively In-Licensed IP, except for any such funding or use of facilities, personnel or resources that neither results in (i) such Governmental Body or institution obtaining ownership or any other rights (conditional or not) to (including a license to use) such Intellectual Property Rights nor results in (ii) any obligation of the Acquired Companies (or, following the Closing Date, Parent or any of its Affiliates (other than the Acquired Companies)) to manufacture one or more Company Products in a particular country or otherwise specified location.

(f) The Acquired Companies have taken reasonable best efforts to protect and maintain the Company IP, including taking commercially necessary steps to maintain the confidentiality of and otherwise protect their rights in all Know-How constituting Company IP that is in the possession of an Acquired Company and, to the Knowledge of the Company, no such Know-How has been disclosed to any Person except pursuant to a valid and binding written confidentiality or non-disclosure agreement restricting the disclosure and use thereof that, to the Knowledge of the Company, has not been breached, except as would not be, individually or in the aggregate, material to the Acquired Companies or their businesses as currently conducted and as currently contemplated to be conducted, including the research, development, manufacture, commercialization or other exploitation of any Company Product, taken as a whole.

(g) (i) To the Knowledge of the Company, the operation of the Acquired Companies' businesses as currently conducted and as currently contemplated to be conducted (including the research, development, manufacture, commercialization or other exploitation of any Company Product) does not and will not infringe, misappropriate or violate and (ii) the operation of the Acquired Companies' businesses has not infringed, misappropriated or violated, in each case ((i) and (ii)), any Intellectual Property Rights of another Person. As of the date of this Agreement, no Legal Proceeding is pending (or, to the Knowledge of the Company, is being or would reasonably be expected to be threatened in writing) against an Acquired Company alleging any such infringement, misappropriation or violation.

(h) To the Knowledge of the Company, no Person is infringing, misappropriating or violating, or has infringed, misappropriated or violated, any Owned IP or any Exclusively In-Licensed IP. As of the date of this Agreement, no Legal Proceeding is pending or threatened in writing, or, to the Knowledge of the Company, otherwise planned or reasonably anticipated to be brought, by an Acquired Company alleging any such infringement, misappropriation or violation.

(i) The Acquired Companies have taken commercially reasonable steps intended to protect the material Company IT Assets against unauthorized access or use, and, to the Knowledge of the Company, since January 1, 2023, there has been no unauthorized access to or use of the Company IT Assets that has been material to the Acquired Companies, taken as a whole.

(j) Since January 1, 2023, no Acquired Company has been party to a Legal Proceeding (nor has an Acquired Company sent or received any written notice threatening any Legal Proceeding, including in the form of any notice or request to take a license) related to any unauthorized or illegal use of any generative artificial intelligence by an Acquired Company, except as would not be, individually or in the aggregate, material to the Acquired Companies taken as a whole.

(k) Except as would not be, individually or in the aggregate, material to the Acquired Companies taken as a whole, (i) the Acquired Companies have sufficient rights to use all AI Inputs incorporated in or employed in connection with any Company Product, (ii) the Acquired Companies have not included any trade secrets of the Acquired Companies as AI Inputs in any AI Technology (except as AI Inputs in AI Technology that does not train, fine-tune or otherwise use such AI Inputs for any purposes other than to respond to other AI Inputs provided by an Acquired Company) and (iii) the Acquired Companies are in compliance with all applicable Laws and Contract requirements applicable to the Acquired Companies' development, implementation and use of any AI Technology.

(l) No Acquired Company has disclosed, delivered or licensed to any Person or agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, nor has there been any unauthorized or inadvertent disclosure of, any Source Code constituting Company IP, other than disclosures to employees, contractors and consultants (i) involved in the development of Company Products and (ii) subject to a written confidentiality agreement. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by the Acquired Companies of any such Source Code, other than disclosures to employees, contractors and consultants involved in the development of Company Products. Without limiting the foregoing, neither the execution nor performance of this Agreement nor the consummation of any of the Transactions will result in a release from escrow or other delivery to a third party of any Source Code constituting Company IP.

(m) The Company Products and the Software included in the Owned IP are free from material defects and bugs, and substantially conform to the applicable specifications and documentation therefor. The Software included in the Company Products or the Owned IP does not contain (i) any clock, timer, counter, or other limiting or disabling code, design, routine, or any viruses, trojan horses, or other disabling or disruptive codes or commands that would cause such software to be erased, made inoperable, or otherwise rendered incapable of performing in accordance with its performance specifications and descriptions or otherwise limit or restrict any Acquired Company's or any Person's ability to use such software, the Company Product or the Owned IP, including after a specific or random number of years or copies or (ii) any back doors or other undocumented access mechanism allowing unauthorized access to, and viewing, manipulation, modification, or other changes to, such software, Company Product or Owned IP.

(n) No Acquired Company is now or has ever been a member or promoter of, or a contributor to, any industry standards body or any similar organization that could reasonably be expected to require or obligate any Acquired Company to grant or offer to any other Person any license or right to any Company IP.

(o) An Acquired Company has sole ownership of, is in actual possession of and has exclusive control over the Source Code for all proprietary Software included in the Owned IP. Except as would not be material to the Acquired Companies, taken as a whole, no proprietary Software included in the Owned IP, the Source Code for which the Company and its Affiliates intended to be kept confidential, incorporates Open Source Code in a manner that (i) requires the licensing or distribution of such Software or disclosure of any Source Code of such Software, (ii) prohibits or limits the receipt of consideration in connection with licensing, sublicensing or distributing such Software or any Source Code of such Software or (iii) requires (or conditions the use or distribution of such Software or any Source Code of such Software on) the granting of a license under any Owned IP. No Acquired Company has delivered, licensed or made available (or is subject to an obligation to deliver, license or make available) any Source Code of any proprietary Software included in the Owned IP to any escrow agent. No Acquired Company has received any notice or written request from any third Person (x) to distribute or license any Software or disclose the Source Code of any Software included in the Owned IP, in each case, pursuant to a requirement or obligation under any Open Source Code license that applies to an Acquired Company or (y) alleging noncompliance with any Open Source Code license.

3.12 Data Privacy.

(a) Since January 1, 2024, (i) all information technology and computer systems, networks, hardware (including network and telecommunications equipment), digital storage media, databases, applications and software owned or controlled by, or licensed or leased to, the Acquired Companies (other than any public networks) (collectively, the "IT Systems") operate and perform in all material respects and as required to permit the Company to conduct its business as currently conducted, (ii) the IT Systems have not suffered or been subject to any failures, malfunctions, breakdowns, outages or other adverse events that have caused a material disruption to the business of the Acquired Companies and, to the Knowledge of the Company, the IT Systems are free from any Harmful Code, (iii) the Acquired Companies have implemented and maintained commercially reasonable administrative, technical, physical and organizational safeguards (including backup, security and disaster recovery technology and procedures) that comply with all applicable Data Protection Requirements and are designed to protect the (A) integrity, security and operation of the IT Systems and the data and other information stored thereon, including from Harmful Code and (B) Personal Information, Company Data, and other confidential or proprietary business or trade secret information maintained by or on behalf of the Acquired Companies against unauthorized access, use, modification, disclosure or other misuse, (iv) there have been no intrusions or breaches of the security of or unauthorized access to or use, disclosure, loss, corruption or modification by a third party of, the IT Systems and (v) the IT Systems have not experienced any material disruption or damage that has resulted in (A) interruption in the conduct of the business of the Acquired Companies or (B) material liability of any kind to the Acquired Companies or their business. The Acquired Companies maintain, and are in compliance in all material respects with, a written information security program concerning the prevention, detection, containment and correction of security violations relating to the IT Systems, including the periodic performance of security risk assessments, vulnerability scans and penetration testing and the training of all personnel of the Acquired Companies on information security. The Acquired Companies have timely and reasonably remediated and addressed any and all critical and high-severity vulnerabilities identified in any security audit, assessment, vulnerability scan or penetration test of the IT Systems conducted since January 1, 2023. There is not currently pending, and there has not been since January 1, 2024, any written allegation raised with any Acquired Company of a material deficiency in, or failure to meet, any of the measures described in this Section 3.12(a).

(b) The Acquired Companies are, and since January 1, 2024 have been, in compliance in all material respects with applicable Data Protection Requirements. To the extent required by applicable Data Protection Laws, the Acquired Companies have contractually obligated any third parties that Process, access or store Personal Information for or on behalf of the Acquired Companies to abide by terms that are compliant with the Data Protection Requirements and no less protective than the measures implemented and maintained by the Acquired Companies in all material respects and have taken commercially reasonable measures to ensure such third parties' material compliance with those obligations. Since January 1, 2024, there have been no breaches, violations, outages, security incidents or unauthorized uses, transfers, disclosures, losses, thefts, alterations of, or accesses to Personal Information or other Company Data maintained by or on behalf of the Acquired Companies (including, to the Knowledge of the Company, by any third party that Processes Personal Information or Company Data for or on behalf of the Acquired Companies) and none of the Acquired Companies have provided, or been required under any Data Protection Requirements to provide, notification to any individual, law enforcement or any Governmental Body of any breach of privacy or data security. Since January 1, 2024 until the date hereof, the Acquired Companies have not received written notice of any claim, complaint or investigation, or any other communication (including from any Governmental Body) that alleges that the Acquired Companies are not in compliance with any Data Protection Requirement. No Legal Proceeding is pending or threatened in writing against the Acquired Companies alleging a violation of any Data Protection Requirements. Since April 8, 2025, the Acquired Companies have not knowingly engaged in any "Covered Data Transaction" as that term is defined in Executive Order 14117 and the rules and regulations issued thereunder, including 28 C.F.R. Part 202, as implemented or amended from time to time (the "DSP"), except in compliance with the DSP. Neither the execution, delivery nor performance of this Agreement, nor the consummation of the Transactions, will result in any violation of the Data Protection Requirements.

3.13 Contracts.

(a) Section 3.13(a) of the Company Disclosure Letter sets forth a true, correct and complete list of each Contract, other than Contracts solely among Acquired Companies, to which any Acquired Company is a party or by which any Acquired Company or any of their respective properties or assets are bound, that constitutes a Material Contract as of the date of this Agreement. For purposes of this Agreement, each of the following (excluding any Employee Plan) to which any Acquired Company is a party or by which it is bound constitutes a "Material Contract":

(i) any Contract that is a settlement, conciliation or similar agreement between any Acquired Company and any Governmental Body or other Person and (A) pursuant to which an Acquired Company will be required after the date of this Agreement to pay any material monetary obligations or (B) that contains material obligations or limitations on such Acquired Company's conduct;

(ii) any Contract between any Acquired Company and any third Person (A) materially limiting the freedom or right of any Acquired Company (or, following the Closing Date, Parent or any of its Affiliates (other than the Acquired Companies)) to engage in any line of business or to compete with any other Person in any location or line of business, to practice or otherwise exploit any Intellectual Property Right, or to solicit customers or to solicit or hire any employees or other service providers, (B) containing any "most favored nations" or similar covenants or terms and conditions (including with respect to pricing) granted by any Acquired Company or (C) containing exclusivity obligations or otherwise limiting the freedom or right of any Acquired Company to research, develop, manufacture, sell, distribute, commercialize or otherwise exploit any products or services for any other Person;

(iii) any Contract that requires or is reasonably expected to require the payment of cash or other consideration to any Acquired Company in an amount in excess of $200,000 in the fiscal year ending December 31, 2026 or in any single fiscal year thereafter or by any Acquired Company in an amount in excess of $200,000 in the fiscal year ending December 31, 2026 or in any single fiscal year thereafter, in each case excluding any engagement letters with legal counsel for legal services;

(iv) any Contract relating to Indebtedness of any Acquired Company with an aggregate principal or committed amount in excess of $100,000 (whether incurred, assumed, guaranteed or secured by any asset);

(v) any Contract between an Acquired Company and a third Person (A) (1) for the disposition of any material assets or business of the Acquired Companies or (2) for the acquisition of a material portion of the assets or business of any third Person (whether by merger, sale of stock or assets or otherwise), in the case of each of clauses (1) and (2) that contains continuing material indemnification obligations (other than customary indemnification obligations relating to accuracy of representations and warranties, compliance with covenants and tax matters) or other "earn out" or other contingent payment obligations on the part of an Acquired Company or (B) that contains a put, call, right of first refusal, right of first negotiation or similar right (1) with respect to any material assets, rights or properties of an Acquired Company or (2) pursuant to which any Acquired Company could be required to dispose or acquire (x) any Equity Securities of any Person or (y) a material portion of the assets or business of any third Person (whether by merger, sale of stock or assets or otherwise);

(vi) any Contract under which any Acquired Company has continuing milestone, royalty or similar contingent payment obligations, including upon the achievement of regulatory or commercial milestones or obligation to pay any royalty, dividend or similar payment based on the revenues or profits of any Acquired Company, in each case, excluding indemnification and performance guarantee obligations provided for in the ordinary course of business;

(vii) any Contract between any Acquired Company and any third Person constituting a material joint venture, collaboration, alliance, partnership, shareholder, development, co-development or similar revenue or cost sharing arrangement;

(viii) any Contract pursuant to which (A) an Acquired Company is granted a license, sublicense, option (including an option to obtain a license), covenant not to sue (or a right to be free from suit) or other right or interest in, to or under any Intellectual Property Right by any third party (excluding ownership rights or any option to obtain such ownership rights), (B) an Acquired Company is granted ownership rights to any material Intellectual Property Right or any option to obtain such ownership rights, (C) an Acquired Company grants a third party a license, assignment, sublicense, option (including an option to obtain a license), covenant not to sue (or a right to be free from suit), or other right or interest in or to or under, or otherwise Encumbers any Company IP or, following the Closing Date, any Intellectual Property Rights of Parent or any of its Affiliates (other than an Acquired Company) (including the grant of an option to acquire a license or assignment), or (D) an Acquired Company is granted the right to use, access, host or maintain any material Company IT Assets that are licensed, leased or otherwise provided by a third party or an Acquired Company grants a third party the right to use, access, host, administer or maintain any material Company IT Assets, in each case of the foregoing clauses (A) through (D), other than (1) material transfer agreements, nondisclosure agreements, commercially available "off-the-shelf" software agreements, in each case in this clause (1), that are entered into in the ordinary course of business and in which grants of non-exclusive rights to use Intellectual Property Rights or to use, access or host material Company IT Assets are incidental to and not material to performance under the Contract and granted solely for the purpose of enabling performance of the services or use of the deliverables thereunder (such Contracts referenced in this clause (1), "Incidental Contracts") and (2) agreements between an Acquired Company and its employees, independent contractors or consultants on the Acquired Companies' standard forms thereof that have been made available to Parent or that otherwise provide an Acquired Company with ownership of or exclusive rights under all Intellectual Property Rights generated by or on behalf of such employee, independent contractor or consultant pursuant to activities conducted under such agreement;

(ix) any Contract pursuant to which any Company Products were, since January 1, 2024, or are currently being, researched, developed, manufactured or otherwise exploited on behalf of an Acquired Company, including any services agreements, research agreements, manufacturing agreements, or other similar agreements;

(x) any Contract requiring an Acquired Company to purchase or sell a stated portion of its requirements or outputs, including any "take or pay" or minimum purchase obligations or any obligation for an Acquired Company to purchase all or substantially all of its requirements for a Company Product or service from a particular Person;

(xi) each Contract between an Acquired Company and any Governmental Body;

(xii) each Contract between an Acquired Company and any university, college, research institute or other educational institution, including any such Contract pursuant to which an Acquired Company receives or provides grants or other funds from any such Person;

(xiii) any Lease Agreements;

(xiv) any other Contract that is currently in effect and has been filed (or is required to be filed) by the Company as an exhibit pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act or that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act;

(xv) any Contract with any Affiliate (other than another Acquired Company), director, executive officer (as such term is defined in the Exchange Act), Person holding 5% or more of the Shares, or, to the Knowledge of the Company, any Affiliate (other than the Company) or immediate family member of any of the foregoing; or

(xvi) any Contract that grants any Person registration rights (including demand and piggy-back registration rights) that do not terminate by their terms in connection with the Closing without any liability to the Company or any Company Subsidiary.

(b) As of the date of this Agreement, the Company has made available to Parent a true, correct and complete copy of each Material Contract. No Acquired Company nor, to the Knowledge of the Company, any other party thereto is in breach of, or default under, any Material Contract, and no Acquired Company or, to the Knowledge of the Company, any other party to a Material Contract has taken or failed to take any action that with or without notice, lapse of time or both would constitute a breach of or default under any Material Contract, in each case, except as would not be, individually or in the aggregate, material to the Acquired Companies taken as a whole. Each Material Contract is, with respect to the Acquired Companies and, to the Knowledge of the Company, each other party thereto, a valid and binding agreement in full force and effect, enforceable in accordance with its terms, subject to the Enforceability Exceptions, except as would not be, individually or in the aggregate, material to the Acquired Companies taken as a whole. Since January 1, 2024, the Acquired Companies have not received any written or, to the Knowledge of the Company, oral notice regarding any violation, breach or default under, termination of, or dispute with respect to, any Material Contract that has not since been cured, except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies, taken as a whole.

3.14 Compliance with Laws. The Acquired Companies are, and since January 1, 2024 have been, in compliance with all applicable Law. Since January 1, 2024, no Acquired Company has been given written or, to the Knowledge of the Company, oral, notice of, or been charged with, any violation of any applicable Law except, in each case, as would not reasonably be expected to (a) be, individually or in the aggregate, material to the Acquired Companies, taken as a whole or (b) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

3.15 Regulatory Matters.

(a) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole, no Acquired Company has received any FDA Form 483, written notice of adverse finding, warning letter, untitled letter, "it has come to our attention" ("IHCTOA") letter, or other written correspondence or written notice from the FDA or any other Governmental Body performing functions similar to those performed by the FDA (each, a "Healthcare Regulatory Authority") alleging any non-compliance with the FDCA and, to the Knowledge of the Company, no Healthcare Regulatory Authority is considering any such action, and, to the Knowledge of the Company, there are no circumstances that would provide a reasonable basis for any such action. No Acquired Company or any of their respective officers or directors, or to the Knowledge of the Company, any of their respective agents, has been excluded, suspended, debarred, or disqualified from participation in any U.S. federal health care or procurement program or human clinical research or subject to any similar penalties or actions by any other Healthcare Regulatory Authority or, to the Knowledge of the Company, is or reasonably could be expected to be subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, disqualification, suspension, exclusion, or any similar penalties or actions by any other Healthcare Regulatory Authority or Governmental Body.

(b) None of the Company Products have been, are, or to the Knowledge of the Company reasonably could be, as of the date of this Agreement, regulated by FDA or any other Healthcare Regulatory Authority as a drug or medical device under the FDCA. No clinical trials evaluating the safety or efficacy of any Company Product have been conducted, or are being conducted, by or on behalf of any Acquired Company.

(c) The Acquired Companies have conducted all risk and safety assessments, compiled all technical files and documentation, issued all EC Declarations of Conformity and hold all CE Marks legally required under EU law to place their products on the market in the European Union and the European Economic Area (including under the EU Machinery Directive (2006/42/EC); the EU Low Voltage Directive (2014/35/EU); and the EU Electromagnetic Compatibility (EMC) Directive (2014/30/EU)). Except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole, no other Governmental Authorizations issued by FDA or any other Healthcare Regulatory Authority are required under the FDCA for any Acquired Company.

3.16 Anti-Corruption and Trade Control Laws. Within the past five (5) years, no Acquired Company, nor any of its directors, officers, employees, nor, to the Knowledge of the Company, any of its Representatives (in each case, while acting in the capacity of a Representative of such Acquired Company) has (a) used any funds (whether of an Acquired Company or otherwise) for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (b) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (c) directly or indirectly, made, offered, authorized, facilitated, or promised any payment, contribution, gift, entertainment, bribe, rebate, kickback, financial or other advantage, or anything else of value, regardless of form or amount, to any Person, in each case in order to obtain an improper competitive advantage, induce the recipient to violate a lawful duty, receive favorable treatment in obtaining or retaining business, or for any other improper purpose, in violation of applicable Anti-Corruption Laws, (d) accepted any unlawful payments or (e) violated any provision of any applicable Anti-Corruption Laws, applicable anti-money laundering Laws or any rules or regulations promulgated thereunder. Within the past five (5) years, no Acquired Company has received any written communication from a Governmental Body that alleges any of the foregoing clauses (a) through (e) and, to the Company's knowledge, no Acquired Company is, or has been, under administrative, civil, or criminal indictment, information, suspension, debarment, or audit (other than a routine audit) by any Governmental Body, in connection with alleged or possible violations of any Anti-Corruption Law. Within the past five (5) years, and since April 24, 2019, solely with respect to sanctions Laws, the Acquired Companies have conducted all export transactions in accordance with (i) all applicable U.S. export and re-export controls, including the United States Export Administration Regulations, the Arms Export Control Act and the International Traffic in Arms Regulations, (ii) applicable statutes, executive orders and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the United States Department of State, (iii) applicable import control statutes and regulations administered by the Department of Homeland Security, U.S. Customs and Border Protection, (iv) the applicable anti-boycott regulations administered by the United States Department of Commerce and the U.S. Department of the Treasury and (v) all applicable sanctions, export and import controls and anti-boycott Laws of all other countries in which the business of the Acquired Companies is conducted ("Trade Control Laws"). Within the past five (5) years, and since April 24, 2019, solely with respect to sanctions Laws, none of the Acquired Companies has received a written communication or otherwise have Knowledge that the Acquired Company is the subject of a charging letter, penalty, or investigation conducted by a Governmental Body pertaining to the Trade Control Laws, nor are there any pending internal investigations by the Acquired Companies pertaining to such matters. Since April 24, 2019, none of the Acquired Companies or any of their respective officers, directors, employees, or to the Company's knowledge, agents or representatives, each while acting in their capacities as such is (i) designated as a sanctioned party under sanctions administered by OFAC, (ii) owned 50% or more by an individual or entity that is so designated or (iii) located, organized or ordinarily resident in, or doing business in, a country or region that is the target of comprehensive OFAC sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Crimea, and the so-called Luhansk People's Republic and the so-called Donetsk People's Republic regions of Ukraine), in each case to the extent that dealings with such a Person are prohibited under applicable sanctions. The Acquired Companies have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with all Trade Control Laws and Anti-Corruption Laws.

3.17 CFIUS. No Acquired Company is a "U.S. business" that (a) produces, designs, tests, manufactures, fabricates or develops any "critical technology," (b) performs the functions as set forth in column 2 of Appendix A to 31 C.F.R. Part 800 with respect to "covered investment critical infrastructure" or (c) maintains or collects, directly or indirectly, "sensitive personal data" of United States citizens, in each case as such terms in quotation marks are defined in Section 721 of the Defense Production Act of 1950, including all implementing regulations thereof.

3.18 Governmental Authorizations. The Acquired Companies hold all material Governmental Authorizations necessary to enable the Acquired Companies to conduct their business in the manner in which such business is currently being conducted. The Governmental Authorizations held by the Acquired Companies are valid and in full force and effect, except as would not reasonably be expected to (a) be, individually or in the aggregate, material to the Acquired Companies taken as a whole, or (b) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein. The Acquired Companies are in compliance with the terms and requirements of such Governmental Authorizations, except as would not reasonably be expected to (i) be, individually or in the aggregate, material to the Acquired Companies taken as a whole or (ii) individually or in the aggregate, impair, prevent or materially delay the Company's ability to consummate the Transactions on the terms set forth herein.

3.19 Tax Matters. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole:

(a) (i) Each of the Tax Returns required to be filed by or on behalf of an Acquired Company with any Governmental Body (the "Company Returns") has been filed on or before the applicable due date (including any extensions of such due date), has been prepared in accordance with all applicable Law and is accurate and complete, (ii) all Taxes shown on the Company Returns as due and payable by an Acquired Company have been paid or, where payment is not yet due, an adequate accrual for all Taxes through the end of the last period for which the Acquired Companies ordinarily record items on their respective books has been established in accordance with GAAP and (iii) all Taxes required to be withheld have been withheld and paid, in each case, to the relevant Governmental Body, in the case of clauses (i) through (iii).

(b) There are (i) no disputes, claims, examinations or audits involving Taxes of any Acquired Company pending or threatened in writing, and (ii) no unresolved written claim has been received by any Acquired Company from any Governmental Body in any jurisdiction where such Acquired Company does not file Tax Returns that such Acquired Company is or may be subject to Taxes in that jurisdiction. No extension or waiver of the statute of limitations period applicable to any Company Returns has been granted and is currently in effect (or has been requested, which request is currently pending) other than automatic extensions or waivers obtained in the ordinary course of business.

(c) No deficiency of Taxes has been claimed, proposed or asserted as a result of any audit or examination by any Governmental Body that has not been paid, accrued for or been contested in good faith and in accordance with applicable Law. No Acquired Company has received any notice of deficiency, any notice of proposed adjustment or any request for information, in each case in respect of Taxes or any Tax Return, from any Governmental Body.

(d) For taxable years for which the applicable statute of limitations for an assessment of Taxes has not expired, no Acquired Company (i) has been a member of an affiliated group (within the meaning of Section 1504(a) of the Code) or any affiliated, consolidated, combined, unitary or similar group for purposes of any state, local or non-U.S. Tax law filing a consolidated federal income Tax Return (other than a group the common parent of which is or was the Company or another Acquired Company); (ii) has any liability for the Taxes of any other Person (other than another Acquired Company) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), by Contract or as a transferee or successor or otherwise (other than pursuant to agreements not primarily related to Taxes and entered into in the ordinary course of business consistent with past practice); or (iii) has been party to any joint venture, partnership or other arrangement that could be treated as a partnership for Tax purposes.

(e) During the two-year period ending on the date of this Agreement, none of the Acquired Companies has been either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(f) No Acquired Company has participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) or any corresponding or similar provision of any state, local or non-U.S. Tax law.

(g) No Acquired Company will be required to include any item of income in, or exclude any item of deduction from, the computation of taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date as a result of transactions or events occurring, or accounting methods employed, prior to the Closing, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed prior to the Closing, (iii) installment sale or open transaction disposition made prior to the Closing, (iv) prepaid amount received or deferred revenue accrued prior to the Closing, (v) deferred intercompany gain described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or non-U.S. income Tax law) arising from any transaction that occurred prior to the Closing or (vi) income under Section 965 of the Code (or other similar item under state, local or non-U.S. law).

(h) No Acquired Company is party to or bound by any Tax allocation, Tax indemnification or Tax sharing agreement with any Person, other than any agreement not primarily related to Taxes and entered into in the ordinary course of business.

(i) There are no Encumbrances with respect to Taxes upon any of the assets or properties of any Acquired Company, other than Permitted Encumbrances.

(j) The Acquired Companies have collected all sales and use Taxes and value added Taxes required to be collected, and have remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Body, or have been furnished properly completed exemption certificates. The Acquired Companies are in compliance with, and their records contain all information and documents necessary to comply with, all applicable information reporting and withholding requirements under all applicable Laws and have maintained, and still maintain, all required records with respect thereto.

(k) Each Acquired Company is in compliance with all terms and conditions of any Tax exemption, Tax holiday or other Tax agreement or order, in each case, that is not generally available to Persons without specific application therefor.

(l) All transactions among the Acquired Companies have been on arm's length terms. Each Acquired Company is in compliance with all applicable transfer pricing laws and regulations and has prepared and maintained all transfer pricing documentation which it is required to prepare and maintain under applicable Law.

(m) No Acquired Company is or has been subject to Tax in any jurisdiction other than its place of incorporation by virtue of having a permanent establishment or other place of business in that jurisdiction.

(n) No election has been made with respect to any Acquired Company under Treasury Regulations Section 301.7701-3.

(o) Notwithstanding any other provision of this Agreement, (i) the representations and warranties contained in this Section 3.19 and Section 3.21 constitute the sole and exclusive representations and warranties of each Acquired Company relating to any Taxes or Tax Returns or related matters, and (ii) nothing in this Agreement shall be construed as providing a representation or warranty with respect to the amount or availability of any Tax attribute of any Acquired Company for any taxable period (or portion thereof) beginning after the Closing Date.

3.20 Employee Matters.

(a) Section 3.20(a) of the Company Disclosure Letter sets forth a true, correct and complete list of each officer and employee of the Acquired Companies as of the date hereof, and any prospective employee of the Acquired Companies to whom the applicable Acquired Company has made an offer of employment as of the date hereof, setting forth therein the following information: (i) name, (ii) current job title or position, (iii) date of hire or expected start date, (iv) exempt classification status under the Fair Labor Standards Act, (v) full-time or part-time status, (vi) work location (identified by city, state, and country), (vii) annual base salary or base wage rate, as applicable, (viii) target annual incentive or bonus compensation target for the current calendar year (or other applicable bonus period), (ix) entitlement to any commission-based compensation, (x) contractual severance pay, (xi) whether such employee is currently on disability or other leave of absence (other than short-term absences of less than six weeks and, if on leave, the anticipated return date, if known), (xii) employing entity and (xiii) accrued and unused vacation/paid time-off.

(b) As of the date of this Agreement, no employee of an Acquired Company has provided notice of the intent to terminate his or her employment relationship with an Acquired Company.

(c) None of the Acquired Companies is or has been a party to any collective bargaining agreement or other Contract with a labor organization representing any of its employees, and no employees of any of the Acquired Companies are or have been represented by any labor union, employee representatives or other labor organization with respect to their employment with any Acquired Company.

(d) No demand for recognition as the exclusive bargaining representative of any employees of any Acquired Companies has been made to the Acquired Companies by or on behalf of any labor or similar organization. Since January 1, 2024, there has not been any, and there is no pending or, to the Knowledge of the Company, threatened, strike, lockout, slowdown, work stoppage, unfair labor practice or other labor dispute, or arbitration or grievance by or with respect to the employees of any of the Acquired Companies.

(e) Each Acquired Company is in compliance in all material respects with all applicable Law regarding labor, employment and employment practices, hiring, background checks, employment eligibility verification, immigration, child labor, discrimination, harassment, retaliation, disability accommodations, disability rights or benefits, affirmative action, workers' compensation, unemployment insurance, employment and reemployment rights of members of the uniformed services, secondment, employee leave issues and the payment of social security and other Taxes, collective bargaining and labor relations, equal opportunity, notice, plant closing and mass layoff, terms and conditions of employment, wages and hours, classification of employees (including the appropriate classification of all current and former employees of any Acquired Company as "exempt" or "non-exempt" and the payment of appropriate overtime), equitable pay practices and occupational safety and health. There has been no "mass layoff" or "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act and any similar foreign, state, provincial or local "mass layoff" or "plant closing" Law) with respect to any of the Acquired Companies for which there is any unsatisfied liability.

(f) To the Knowledge of the Company, no employee of an Acquired Company who is an executive officer is a party to, or is otherwise bound by, any agreement, including any confidentiality or non-competition agreement, that in any material way prohibits, adversely affects or restricts the performance of such individuals' duties as presently conducted.

(g) Since January 1, 2024, to the Knowledge of the Company, no allegations of sexual or other harassment or discrimination have been made against any Company Service Provider. Since January 1, 2024, none of the Acquired Companies have entered into any settlement agreements with any Company Service Provider of an Acquired Company regarding the foregoing.

(h) With respect to employees located in the EU, in the period of five years preceding the date of this Agreement, none of the Acquired Companies (nor any predecessor or owner of any part of their respective businesses) has been a party to a relevant transfer for the purposes of the EU Acquired Rights Directive 2001/23/EC and any local regulations implementing that Directive affecting any employee or any other persons engaged by any Acquired Company and no event has occurred that may involve such persons being a party to such a transfer.

3.21 Benefit Plans.

(a) Section 3.21(a) of the Company Disclosure Letter sets forth a true, correct and complete list, as of the date of this Agreement, of each Employee Plan and separately identifies each such Employee Plan that is maintained primarily for the benefit of employees outside of the United States (each, a "Non-U.S. Employee Plan"). To the extent applicable, the Company has either delivered or made available to Parent prior to the date of this Agreement with respect to each material Employee Plan true, correct and complete copies of the following (as applicable): (i) the current plan document, including all amendments thereto and all related trust or other funding documents, and in the case of unwritten material Employee Plans, written descriptions thereof, (ii) all determination letters, rulings, opinion letters, information letters or advisory opinions issued by the United States Internal Revenue Service, the United States Department of Labor or such other relevant foreign Governmental Body, (iii) the most recent summary plan descriptions and any material modifications thereto, (iv) the three (3) most recent annual reports on Form 5500 filed with the United States Internal Revenue Service and the most recent financial statement and actuarial valuation or similar report and (v) a copy of all material, non-routine correspondence with any Governmental Body received or sent by any Acquired Company within the last three years.

(b) Each Employee Plan that is or was intended to meet the requirements to be qualified under Section 401(a) of the Code is the subject of a favorable determination letter or is covered by a favorable opinion letter from the Internal Revenue Service and nothing has occurred that could reasonably be expected to adversely affect the qualification of such Employee Plan. All contributions, reimbursements, and premium payments with respect to each Employee Plan have been made or properly accrued in accordance with GAAP, consistently applied, within the time periods prescribed by the terms of each Employee Plan, ERISA, and the Code. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies, taken as a whole, (i) each of the Employee Plans is now and has been established, maintained, funded, administered, and operated in compliance with its terms and all applicable Laws, including but not limited to ERISA and the Code, and nothing has occurred (whether or not assessed) and no condition exists with respect to any Employee Plan that would reasonably be expected to result in any Tax, penalty or other liability or current or potential obligation of the Company, including with respect to Sections 4980B, 4980D or 4980H of the Code and (ii) other than routine claims for benefits, there are no Legal Proceedings, governmental audits or investigations that are pending, or to the Knowledge of the Company, threatened, against or involving any Employee Plan or asserting any rights to or claims for benefits under any Employee Plan. There have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA and no breach of fiduciary duty (as determined under ERISA) with respect to any Employee Plan.

(c) Neither the Company nor any other Person that would be or, at any relevant time, would have been considered a single employer with the Company under the Code or ERISA currently has, or has within the preceding six years maintained, contributed to, or been required to contribute to, or currently has or had within the preceding six years any actual or contingent liability in respect of (i) any plan subject to Section 302 or Title IV of ERISA or Sections 412 or 430 of the Code, including any "single employer" "defined benefit plan" as defined in Section 3(35) of ERISA, or any defined benefit plan outside the United States, (ii) any "multiemployer plan," as defined in Sections 3(37) or 4001 of ERISA, (iii) any "multiple employer plan" within the meaning of Section 4063 or 4064 of ERISA, (iv) any "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA or (v) any health or other welfare arrangement that is self-insured by the Company.

(d) Except to the extent required under Section 601 et seq. of ERISA or 4980B of the Code (or any other similar state or local Law), no Acquired Company or any Employee Plan has any present or future obligation to provide post-employment welfare benefits to or make any payment to, or with respect to, any Company Service Provider pursuant to any retiree medical benefit plan or other retiree welfare plan.

(e) Except as provided in Section 2.8, neither the execution by the Company of this Agreement nor the consummation of the Transactions (including in combination with other events or circumstances) will (i) entitle any Company Service Provider to any compensation increase, severance pay or any other compensatory payment or benefit, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation or benefits due to any Company Service Provider, (iii) directly or indirectly cause any Acquired Company to transfer or set aside any assets to fund any benefits under any Employee Plan, (iv) result in the payment of any amount that could, individually or in combination with any other payment or benefit, constitute an "excess parachute payment" within the meaning of Section 280G of the Code or result in the payment of an excise tax by any Person under Section 4999 of the Code, (v) result in any breach or violation of or default under or limit or restrict the right to amend, terminate or transfer the assets of any Employee Plan on or following the Effective Time or (vi) otherwise give rise to any liability under any Employee Plan. No Acquired Company is a party to or has an obligation under, any Employee Plan, contract, agreement, plan or arrangement that provides for the payment of any gross-up, indemnification, reimbursement or other payment in respect of any Tax, including those imposed under Section 4999 or Section 409A of the Code (or any corresponding provisions of state, local or non-U.S. Law relating to Tax).

(f) Each Employee Plan that constitutes in any part a "nonqualified deferred compensation plan" subject to Section 409A of the Code complies in all material respects with, and has been established, operated and maintained in all material respects in accordance with, Section 409A of the Code and any rules, regulations or guidance issued thereunder, and no amount under any such Employee Plan is, has been, or is reasonably expected to be subject to any interest or additional Tax pursuant to Section 409A of the Code.

(g) All Non-U.S. Employee Plans comply in all material respects with their terms, the terms of any collective bargaining, collective labor or works council agreements and applicable local Law and, to the Knowledge of the Company, all such plans that are intended or required to be funded or book-reserved are funded or book-reserved, as appropriate, based upon reasonable actuarial assumptions and applicable Law. Each Non-U.S. Employee Plan which, under the Laws of the applicable foreign country, is required to be registered or approved by any Governmental Body, has been so registered or approved and each Non-U.S. Employee Plan intended to qualify for special tax treatment meets all the requirements for such treatment. As of the date of this Agreement, there is no material litigation pending or, to the Knowledge of the Company, threatened relating to any Non-U.S. Employee Plan.

(h) No Acquired Company has committed to amend any Employee Plan in a manner that would reasonably be expected to materially increase the expense of maintaining such Employee Plan above the level of expense incurred in respect thereof for the fiscal year in which the Closing Date occurs, other than changes to broad-based health and welfare plans in the ordinary course of business.

3.22 Environmental Matters.

(a) The Acquired Companies are, and since January 1, 2024 have been, in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Governmental Authorizations required under Environmental Laws for the operation of their business, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) As of the date of this Agreement, there is no Legal Proceeding arising under any Environmental Law that is pending or, to the Knowledge of the Company, threatened against any Acquired Company or in respect of any Leased Real Property, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Since January 1, 2024 through the date of this Agreement, except as would not reasonably be expected to have, individually or in the aggregate a Material Adverse Effect, no Acquired Company has received any written notice, of or entered into any legally binding agreement or Order involving uncompleted, outstanding or unresolved violations, liabilities or requirements on the part of any Acquired Company arising under Environmental Laws.

(d) The Company has not Released any Hazardous Materials, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Company, (i) there are not any Hazardous Materials present on, at, or under any Leased Real Property that would reasonably be expected to give rise to liability of the Acquired Companies under Environmental Laws, and (ii) there has not been any Release by any third party on, upon, into, or from any real property, including the Leased Real Property, for which any Acquired Company would reasonably be expected to be held liable under Environmental Laws, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) No Acquired Company has contractually assumed, any liability of another Person arising under Environmental Laws, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.23 Insurance. Section 3.23 of the Company Disclosure Letter sets forth a true, correct and complete list of all currently effective Insurance Policies issued in favor of the Acquired Companies and all outstanding claims against such Insurance Policies as of the date of this Agreement. The Company has delivered or made available to Parent a true, correct and complete copy of all such Insurance Policies as of the date of this Agreement. All such Insurance Policies maintained by the Acquired Companies are with reputable insurance carriers (to the extent applicable), provide full and adequate coverage for all customary risks incident to the business of the Acquired Companies and their respective properties and assets, and are in character and amount at least equivalent to that carried by Persons engaged in similar businesses and subject to the same or similar risks, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such Insurance Policies are in full force and effect, to the extent applicable, all premiums due with respect to all such Insurance Policies have been paid, no notice of cancellation or modification has been received (other than a notice in connection with ordinary renewals), and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default, by any insured thereunder, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the date of this Agreement, there are no disputes with the insurers of any such Insurance Policies or any claims pending under such Insurance Policies as to which coverage has been questioned, denied or disputed by the insurers or underwriters of such policies, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the date of this Agreement, no Acquired Company has failed to give proper notice of any claim under any such Insurance Policy in a valid and timely fashion.

3.24 Legal Proceedings; Orders.

(a) There are no Legal Proceedings pending (or, to the Knowledge of the Company, threatened) against any Acquired Company or, to the Knowledge of the Company, against any present or former officer, director or employee of an Acquired Company in such individual's capacity as such, except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole; provided that with respect to any Legal Proceedings to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 3.24(a) are made only as of the date of this Agreement.

(b) There is no Order to which an Acquired Company is subject, except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole; provided that, with respect to any Orders to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 3.24(b) are made only as of the date of this Agreement.

(c) To the Knowledge of the Company, no investigation or review by any Governmental Body with respect to an Acquired Company is pending or is being threatened, except as would not reasonably be expected to be, individually or in the aggregate, material to the Acquired Companies taken as a whole; provided that, with respect to any investigation or review by any Governmental Body to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 3.24(c) are made only as of the date of this Agreement.

3.25 Takeover Laws. Assuming the accuracy of the representations and warranties of Parent and Purchaser set forth in Section 4.7, the Company Board has taken and will take all actions so that the restrictions applicable to business combinations contained in Section 203 of the DGCL or any other Takeover Laws are, and will be, to the extent such restrictions can be rendered inapplicable by action of the Company Board under Laws, inapplicable to the execution, delivery and performance of this Agreement, the Support Agreements and to the consummation of the Offer, the Merger and the other transactions contemplated hereby and thereby.

3.26 Opinion of Financial Advisor. The Company Board has received the oral opinion of Perella Weinberg Partners LP ("PWP"), which will be subsequently confirmed in writing, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions and limitations set forth therein, the Offer Price or Merger Consideration, as applicable, to be paid to the holders of Shares (other than, as applicable, holders of Excluded Shares or Dissenting Shares or the Supporting Stockholders) in the Offer and the Merger pursuant to this Agreement is fair, from a financial point of view, to such holders. The Company shall make available to Parent, solely for informational purposes and on a non-reliance basis, a signed copy of such opinion as promptly as practicable following the date of this Agreement (it being understood and agreed that such opinion is for the benefit of the Company Board and may not be relied upon by Parent, Purchaser or any of their respective Affiliates).

3.27 Brokers and Other Advisors. Except for PWP, no broker, finder, investment banker, financial advisor or other Person performing similar functions is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission, in connection with the Transactions based on arrangements made by or on behalf of the Company, any of the Company Subsidiaries or any of their respective officers, directors or employees. Section 3.27 of the Company Disclosure Letter sets forth a true and complete list of all third party advisor fees and commissions (including financial advisory, investment banking and legal fees) payable by the Company or any Company Subsidiary in connection with this Agreement and the Transactions. The Company has made available to Parent true, correct and complete copies of all Contracts under which any such fees or commissions are payable and all other contracts related to the engagement of PWP.

3.28 Exclusivity of Representations and Warranties. Except for the representations and warranties expressly set forth in this Article III, (a) neither the Company, nor any other Acquired Company, nor any of their respective Affiliates or Representatives (or any other Person) makes, or has made, any representations or warranties whatsoever regarding the Acquired Companies, their respective business and operations, the Transactions or the subject matter of this Agreement, express, implied or statutory and (b) no Person has been authorized by the Company or any other Acquired Company to make any representation or warranty regarding the Acquired Companies, their respective business and operations, the Transactions or the subject matter of this Agreement, and if made, any such representation or warranty shall not be relied upon by Parent, Purchaser or any of their respective Affiliates or any Representatives as having been authorized by the Company or any other Acquired Company. The representations and warranties expressly set forth in this Article III constitute the sole and exclusive representations and warranties of the Acquired Companies in connection with the Acquired Companies, their respective business and operations, the Transactions or the subject matter of this Agreement and all other representations and warranties of any kind or nature whether express, implied or statutory are specifically disclaimed by the Acquired Companies. Neither the Company, nor any other Acquired Company, nor any of their respective Affiliates or Representatives, nor any other Person, has made or is making any express or implied representation or warranty with respect to any estimates, projections, forecasts, forward-looking statements or business plans, with respect to any presentations by the Company Board or management of the Company, or with respect to any due diligence information provided to or addressed to Parent, Purchaser or their respective Affiliates or Representatives unless the applicable information is expressly included in a representation or warranty contained in this Article III.

3.29 Acknowledgement by the Company. The Company is not relying and the Company has not relied on any representations or warranties whatsoever regarding Parent or Purchaser or any of their respective Affiliates, their respective business and operations, the Transactions or the subject matter of this Agreement, express or implied, except for the representations and warranties in Article IV. Such representations and warranties by Parent and Purchaser constitute the sole and exclusive representations and warranties of Parent and Purchaser in connection with Parent and Purchaser and their respective Affiliates, their respective business and operations, the Transactions or the subject matter of this Agreement and the Company understands, acknowledges and agrees that all other representations and warranties of any kind or nature whether express, implied or statutory are specifically disclaimed by Parent and Purchaser.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Parent and Purchaser hereby represent and warrant to the Company as follows:

4.1 Organization; Formation of Purchaser.

(a) Each of Parent and Purchaser is a corporation or other entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of its jurisdiction of organization and has all necessary corporate or other organizational power and authority (i) to conduct its business in the manner in which its business is currently being conducted and (ii) to own, lease and use its properties and assets in the manner in which they are currently owned and used, except, in the case of each of clauses (i) and (ii), for such failures to be in good standing or have such power and authority as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Purchaser was formed solely for the purpose of engaging in the Transactions and activities incidental thereto and has not engaged, and prior to the Effective Time will not engage, in any business activities or conducted any operations other than as contemplated by this Agreement in connection with the Transactions and those incident to Purchaser's formation. Either Parent or a wholly owned Subsidiary of Parent owns beneficially and of record all of the outstanding capital stock of Purchaser, free and clear of all Encumbrances, except for restrictions on transfer under applicable securities Laws.

4.2 Due Authorization; Due Execution; Enforceability.

(a) Parent and Purchaser each has the corporate or other organizational power and authority to execute and deliver this Agreement, perform their respective covenants and obligations under this Agreement and to consummate the Transactions.

(b) The execution and delivery by Parent and Purchaser of this Agreement and, subject to the adoption of this Agreement by the sole stockholder of Purchaser (which adoption shall occur promptly after the execution and delivery of this Agreement), the performance by Parent and Purchaser of their respective covenants and obligations under this Agreement and the consummation by Parent and Purchaser of the Transactions have been duly and validly authorized by all necessary corporate action on the part of Parent and Purchaser, and, except for (i) the adoption of this Agreement by the sole stockholder of Purchaser and (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, no additional corporate proceedings or actions on the part of Parent or Purchaser are necessary to authorize the execution and delivery by Parent and Purchaser of this Agreement, the performance by Parent and Purchaser of their respective covenants and obligations under this Agreement or the consummation by Parent and Purchaser of the Transactions.

(c) This Agreement has been duly executed and delivered by Parent and Purchaser, and assuming due authorization, execution and delivery by the Company, this Agreement constitutes the legal, valid and binding obligation of Parent and Purchaser and is enforceable against Parent and Purchaser in accordance with its terms, subject to the Enforceability Exceptions.

(d) Prior to the execution and delivery of this Agreement, the executive board (*Geschäftsleitung*) of Parent and the board of directors of Purchaser have each approved the execution, delivery and performance by Parent or Purchaser, as applicable, of the covenants and obligations under this Agreement and the consummation of the Transactions, including the Offer and the Merger.

4.3 Non-Contravention; Consents.

(a) The execution and delivery of this Agreement by Parent and Purchaser, the performance by Parent and Purchaser of their respective covenants and obligations hereunder and the consummation of the Transactions by Parent and Purchaser will not (i) violate or conflict with any of the provisions of the Organizational Documents of Parent or Purchaser, (ii) violate or conflict with any applicable Law or Order or (iii) require any Consent under, violate or conflict with, result in a breach of, or constitute a default under (or an event that with notice or lapse of time or both would become a default), give rise to any right of termination or acceleration, or result in the loss of a benefit, under any provision of any Contract to which Parent or Purchaser is a party or by which Parent or Purchaser or any of their respective properties or assets are bound, except in the case of clauses (ii) and (iii), as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. No vote or written consent of Parent's or Purchaser's stockholders is necessary to approve this Agreement or any of the Transactions (except in the case of Purchaser as shall be obtained promptly after the execution and delivery of this Agreement).

(b) Except as may be required by the Exchange Act (including the filing with the SEC of the Offer Documents), Takeover Laws, the DGCL (including the filing of the certificate of merger with the Secretary of State of the State of Delaware) and the applicable rules and regulations of the SEC and Nasdaq, the execution and delivery of this Agreement by Parent and Purchaser, the performance by each of Parent and Purchaser of its respective covenants and obligations under this Agreement and the consummation of the Transactions by Parent and Purchaser will not require Parent or Purchaser to give notice to, make any filing with or obtain any Consent from any Governmental Body, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

4.4 Disclosure.

(a) The Offer Documents, and any amendments or supplements thereto, when filed with the SEC or first distributed or otherwise disseminated to the Company's stockholders, as applicable, will comply as to form in all material respects with the applicable requirements of the Exchange Act. The Offer Documents, at the time of the filing of such Offer Documents or any supplement or amendment thereto with the SEC and at the time such Offer Documents or any supplements or amendments thereto are first distributed or otherwise disseminated to the Company's stockholders, will not 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 made therein, in light of the circumstances under which they were made, not misleading.

(b) The information with respect to Parent or Purchaser that Parent or Purchaser furnishes to the Company specifically for use in the Schedule 14D-9, at the time of the filing of the Schedule 14D-9 with the SEC and at the time the Schedule 14D-9 is first distributed or disseminated to the Company's stockholders, will not 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 made therein, in light of the circumstances under which they were made, not misleading.

(c) Notwithstanding anything to the contrary in this Section 4.4, neither Parent nor Purchaser makes any representation with respect to statements made or incorporated by reference therein based on information supplied by or on behalf of the Company for inclusion or incorporation by reference in the Offer Documents or the Company Disclosure Documents.

4.5 Legal Proceedings; Orders. There are no Legal Proceedings pending (or, to the Knowledge of Parent, threatened) against Parent or Purchaser, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; provided that, with respect to any Legal Proceedings to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 4.5 are made only as of the date of this Agreement. To the Knowledge of Parent, as of the date of this Agreement, there is no Order to which Parent or Purchaser is subject, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; provided that, with respect to any Order to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 4.5 are made only as of the date of this Agreement. To the Knowledge of Parent, as of the date of this Agreement, no investigation or review by any Governmental Body with respect to Parent or Purchaser is pending or is being threatened, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; provided that, with respect to any investigation or review to the extent relating to the execution, delivery, performance or consummation of this Agreement or any of the Transactions, the representations and warranties in this Section 4.5 are made only as of the date of this Agreement.

4.6 Funds. At Closing, Parent will have (and will make available to Purchaser in a timely manner) immediately available funds in cash or amounts available under existing credit facilities in an amount sufficient to carry out all of Parent and Purchaser's obligations under this Agreement and to consummate the Transactions by payment in cash of the aggregate Offer Price payable following the Offer Acceptance Time, the Merger Consideration payable following the Effective Time and the aggregate amounts payable to holders of Company Equity Awards and Company Warrants pursuant to Section 2.8 and Section 2.9. In no event shall the receipt or availability of any funds or financing (including under existing credit facilities) by Parent or Purchaser be a condition to any of Parent or Purchaser's obligations under this Agreement.

4.7 Ownership of Shares. Except as contemplated by this Agreement, neither Parent nor any of Parent's Affiliates directly or indirectly owns, and at all times for the past three years, neither Parent nor any of Parent's controlled Affiliates has owned, beneficially or otherwise, any Shares or any securities, contracts or obligations convertible into or exercisable or exchangeable for Shares. Neither Parent nor Purchaser is, nor for the past three years has been, an "interested stockholder" of the Company under Section 203(c) of the DGCL.

4.8 Brokers and Other Advisors. Except for Persons, if any, whose fees and expenses will be paid by Parent or Purchaser, no broker, finder, investment banker, financial advisor or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission, in connection with the Transactions based upon arrangements made by or on behalf of Parent, Purchaser or any of their respective Subsidiaries.

4.9 Exclusivity of Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV, (a) neither Parent nor Purchaser, nor any of their respective Affiliates or Representatives (or any other Person) makes, or has made, any representations or warranties whatsoever regarding Parent or Purchaser or any of their respective Affiliates, their respective business and operations, the Transactions or the subject matter of this Agreement, express, implied or statutory and (b) no Person has been authorized by Parent or Purchaser or any of their respective Affiliates to make any representation or warranty regarding Parent or Purchaser or any of their respective Affiliates, their respective business and operations, the Transactions or the subject matter of this Agreement, and if made, any such representation or warranty shall not be relied upon by any of the Acquired Companies or any of their respective Affiliates or Representatives as having been authorized by Parent, Purchaser or any of their respective Affiliates. The representations and warranties expressly set forth in this Article IV constitute the sole and exclusive representations and warranties of Parent, Purchaser and their respective Affiliates in connection with Parent, Purchaser and their respective Affiliates, their respective business and operations, the Transactions or the subject matter of this Agreement and all other representations and warranties of any kind or nature whether express, implied or statutory are specifically disclaimed by Parent, Purchaser and their respective Affiliates. Neither Parent nor Purchaser, nor any of their respective Affiliates or Representatives, nor any other Person, has made or is making any express or implied representation or warranty with respect to any due diligence information provided to or addressed to any of the Acquired Companies or their respective Affiliates or Representatives unless the applicable information is expressly included in a representation or warranty contained in this Article IV.

4.10 Acknowledgement by Parent and Purchaser.

(a) Neither Parent nor Purchaser is relying and neither Parent nor Purchaser has relied on any representations or warranties whatsoever regarding the Acquired Companies, their respective business and operations, the Transactions or the subject matter of this Agreement, express or implied, except for the representations and warranties in Article III or referred to in the certificate delivered pursuant to clause (e) of Annex I. Such representations and warranties by the Acquired Companies constitute the sole and exclusive representations and warranties of the Acquired Companies in connection with the Acquired Companies, their respective business and operations, the Transactions or the subject matter of this Agreement and each of Parent and Purchaser understands, acknowledges and agrees that all other representations and warranties of any kind or nature whether express, implied or statutory are specifically disclaimed by the Acquired Companies. Each of Parent and Purchaser acknowledges that it has conducted its own independent investigation of the Acquired Companies and, in making its determination to enter into this Agreement and consummate the Transactions, has relied solely on the results of such investigation and the representations and warranties expressly set forth in Article III and any certificate delivered pursuant to clause (c) of Annex I.

(b) In connection with the due diligence investigation of the Acquired Companies by Parent and Purchaser and their respective Affiliates or Representatives, Parent and Purchaser and their respective Affiliates and Representatives have received and may continue to receive after the date of this Agreement from the Company, the other Acquired Companies and their respective Affiliates and Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Acquired Companies and their respective businesses and operations. Parent and Purchaser hereby acknowledge that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and agree that Parent and Purchaser will have no claim against the Acquired Companies, or any of their respective Affiliates or Representatives, or any other Person with respect thereto unless any such information is expressly included in a representation or warranty contained in this Agreement. Accordingly, Parent and Purchaser hereby acknowledge and agree that neither the Acquired Companies nor any of their respective Affiliates or Representatives, nor any other Person, has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans unless any such information is expressly included in a representation or warranty contained in Article III.

ARTICLE V

CERTAIN COVENANTS OF THE COMPANY

5.1 Access and Investigation. During the period from the execution and delivery of this Agreement until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Article VIII (the "Pre-Closing Period"), upon reasonable advance notice to the Company, the Company shall, and shall cause the Company Subsidiaries and its and their respective Representatives to, provide Parent and Parent's Representatives with reasonable access during normal business hours of the Company to the Acquired Companies' properties, personnel, Representatives and books and records, and promptly provide Parent and Parent's Representatives with all information regarding the business of the Acquired Companies as Parent may reasonably request (other than information relating to the negotiation and execution of this Agreement or the process leading thereto, or, except as expressly provided in Section 5.3, any Acquisition Proposal or relating to any deliberation of the Company Board or any duly authorized committee thereof regarding any Acquisition Proposal or Company Adverse Recommendation Change); provided that any such access shall be conducted at Parent's expense, at a reasonable time, and in such a manner as not to unreasonably interfere with the normal operation of the business of the Acquired Companies. During the Pre-Closing Period, the Company shall deliver to Parent, within 15 Business Days after the end of each calendar month, the unaudited consolidated monthly management accounts of the Company for such month, prepared consistently with past practice. Nothing herein shall require any of the Acquired Companies to disclose any information to Parent if such disclosure would, based on the advice of counsel to the Company (which may include in-house counsel), (a) jeopardize any attorney-client or other legal privilege (provided that the Acquired Companies shall reasonably cooperate with Parent to permit disclosure in a manner that does not waive such privilege with respect thereto) or (b) contravene any applicable Law (provided that the Acquired Companies shall reasonably cooperate with Parent to permit disclosure in a manner to the extent permitted by Laws). Any information disclosed pursuant to this Section 5.1 shall be subject to the Confidentiality Agreement, dated as of September 28, 2026, by and between the Company and Parent (the "Confidentiality Agreement"); provided that, notwithstanding the foregoing or anything to the contrary therein or in the Confidentiality Agreement, any information furnished or made available to Parent, Purchaser or their respective Representatives in connection with the Transactions or pursuant to this Agreement (including any information obtained pursuant to this Section 5.1) may be used by Parent and its Representatives for all purposes related to this Agreement or the consummation of the Transactions or for integration planning.

5.2 Operation of the Acquired Companies' Business.

(a) During the Pre-Closing Period, except (w) as expressly required or otherwise expressly permitted under this Agreement, (x) as required by applicable Law, (y) with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 5.2 of the Company Disclosure Letter, the Company shall, and shall cause the other Acquired Companies to, use commercially reasonable efforts to conduct their respective business in the ordinary course in all material respects, to preserve intact their respective current business organizations, material assets and material permits, including keeping available the services of current officers and key employees, and to maintain in all material respects their respective relations and goodwill with suppliers, customers, licensors, licensees, Governmental Bodies and other material business relations; provided that any action the subject matter of which is specifically addressed by any provision of Section 5.2(b) shall be deemed compliant with this Section 5.2(a) if compliant with Section 5.2(b).

(b) During the Pre-Closing Period, except (w) as expressly required or otherwise expressly permitted under this Agreement, (x) as required by applicable Law, (y) with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 5.2 of the Company Disclosure Letter, the Company shall not, and shall cause each other Acquired Company not to:

(i) (A) establish a record date for, declare, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock or other Equity Securities (including the Shares) or (B) repurchase, redeem or otherwise acquire any shares of its capital stock or other Equity Securities (including the Shares), other than (1) dividends or other distributions to the Company or another wholly owned Acquired Company, (2) repurchases or forfeitures of Company Warrants or Company Equity Awards (or, in each case, Shares issued upon the exercise or settlement thereof), pursuant to the terms thereof as of the date of this Agreement, including pursuant to any "cashless exercise" or (3) in connection with withholding to satisfy the exercise price and/or Tax obligations with respect to Company Warrants or Company Equity Awards pursuant to the terms thereof;

(ii) split, combine, subdivide, recapitalize or reclassify any shares of its capital stock or other Equity Securities;

(iii) sell, issue, grant, deliver, pledge, transfer or otherwise encumber (except with respect to Permitted Encumbrances) any shares of its capital stock or other Equity Securities, other than the issuance of Shares upon the exercise or vesting (as the case may be) of Company Warrants or Company Equity Awards outstanding as of the date hereof and in accordance with the terms thereof, or issuable to participants in the Company ESPP in connection with the Final Purchase Date in accordance with the terms thereof;

(iv) except as required under any Employee Plan as in effect on the date of this Agreement and as set forth in Section 3.21(a) of the Company Disclosure Letter, (A) increase in any manner the compensation or consulting fees, bonus, welfare, fringe or other benefits, severance or termination pay of any Company Service Provider, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Employee Plan or any arrangement that would have been an Employee Plan had it been entered into prior to the date of this Agreement, (C) grant any new awards, or amend or modify the terms of any outstanding awards, under any Employee Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits under any Employee Plan, (E) change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Plan that is required by applicable Law to be funded or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP, (F) forgive any loans or issue any loans to any Company Service Provider (other than routine travel advances issued in the ordinary course of business), (G) hire, promote or terminate (other than for cause) the employment of any employee of any Acquired Company whose annual base compensation exceeds $150,000, (H) engage or terminate the services of any individual independent contractor (who is a natural person) with an annual consulting fee in excess of $150,000, (I) hire or engage the services of, in the aggregate, more than ten (10) additional employees or more than ten (10) individual independent contractors (who are natural persons) for the Acquired Companies (taken together), excluding any employee hired for a vacant position directly resulting from a prior termination, (J) gross up or indemnify, or otherwise reimburse any current or former service provider for any Tax incurred by such service provider, including under Section 409A or Section 4999 of the Code, (K) amend or waive any rights under any provision of any of the Employee Plans or (L) implement or announce any employee layoff, reduction in force, facility closing or other action that would reasonably be expected to create any notice obligation or other liability on the part of any Acquired Company under the Worker Adjustment and Retraining Notification Act or any similar foreign, state, provincial or local Law;

(v) waive or release any noncompetition, nonsolicitation, non-disparagement, nondisclosure or other restrictive covenant obligation of any current or former employee or independent contractor of the Acquired Companies;

(vi) amend or permit the adoption of any amendment to its Organizational Documents (except for immaterial or ministerial amendments to the Organizational Documents of the Company Subsidiaries);

(vii) form any Subsidiary or establish any joint venture, partnership or similar arrangement;

(viii) make or commit to any capital expenditures (including, for the avoidance of doubt, any decommissioning, reinstatement or decontamination expenses) in excess of $50,000 individually or $50,000 in the aggregate;

(ix) make any investment in or capital contribution to, or any loan or advance to, any other Person, other than advances of expenses to directors, officers and employees pursuant to Section 6.4, the Organizational Documents of any Acquired Company or existing indemnification agreements made available to Parent;

(x) acquire (whether by merger, consolidation, acquisition of stock or assets or otherwise) (A) any third Person or any Equity Securities in such Person, or any business or division of any such Person or (B) any other assets that are material to the Company (it being understood that this clause (x) does not apply to (A) Intellectual Property Rights, which are exclusively addressed in clauses (xiv) and (xv), (B) real property, which is exclusively addressed in clause (xvi) or (C) capital expenditures, which are exclusively addressed in clause (viii));

(xi) sell, lease (as a lessor), license, assign, transfer or otherwise dispose of any assets, other than (A) obsolete equipment that is no longer useful in the conduct of the ordinary course of business or (B) assets having a fair market value of less than $50,000 in the aggregate (it being understood that this clause (xi) does not apply to (1) Intellectual Property Rights, which are exclusively addressed in clauses (xiv) and (xv), or (2) real property, which is exclusively addressed in clause (xvi));

(xii) mortgage, pledge or subject to any Encumbrances any material assets, except Permitted Encumbrances;

(xiii) (A) incur or guarantee any indebtedness for borrowed money or issue any debt securities, except, in each case, short-term debt (without any related issuance of Company Warrants or other Equity Securities) incurred to fund operations of the business in the ordinary course of business not exceeding $50,000 in the aggregate and which is prepayable at any time without premium or penalty or (B) enter into any swap or hedging transaction or other derivative agreements other than in the ordinary course of business and not for speculative purposes;

(xiv) acquire, lease, license, sublicense, grant a covenant not to sue with respect to, permit, pledge, sell or otherwise dispose of, divest or spin-off, cancel, abandon, waive, relinquish or fail to renew, permit to lapse, fail to diligently prosecute or use reasonable best efforts to enforce, transfer, assign, guarantee, exchange or swap, mortgage or otherwise Encumber any Intellectual Property Right, other than (A) permitting the lapse of any Intellectual Property Right expiring at the end of its final statutory term after exhausting all possible extensions thereof or (B) entering into Incidental Contracts in the ordinary course of business that would not be, individually or in the aggregate, material to the Acquired Companies taken as a whole;

(xv) make any submission or filing, or submit any other material correspondence, to the U.S. Patent and Trademark Office or any other similar Governmental Body related to the prosecution or maintenance of any Patent included in the Company IP, without, as reasonably in advance as practicable under the circumstances and to the extent legally permissible, (A) providing Parent with an opportunity to review and comment on such submission, filing or correspondence and (B) using good faith efforts to incorporate any of Parent's reasonable comments that are received in a timely fashion;

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

(xvii) (A) amend or modify in any material respect, or voluntarily terminate, any Material Contract (except for the expiration of any Material Contract in accordance with its terms or in accordance with the terms of this Agreement), (B) waive, release or assign any material rights, claims or benefits of the Company or any Company Subsidiary under any Material Contract or (C) enter into any Material Contract or renew or extend any Material Contract (it being understood that, for purposes of this clause (xvii), the reference to $200,000 in Section 3.13(a)(iii) shall be deemed to be $50,000);

(xviii) (A) adopt or make any change to any accounting method or accounting period used for Tax purposes, (B) make, change or revoke any Tax election, (C) file an amended Tax Return, (D) enter into a "closing agreement" within the meaning of Section 7121 of the Code with any Governmental Body regarding any Tax liability or assessment, (E) settle, compromise or consent to any Tax claim or assessment or surrender a right to a Tax refund, (F) waive or extend the statute of limitations with respect to any Tax or Tax Return, other than automatic waivers or extensions obtained in the ordinary course of business, (G) seek any Tax ruling from any Governmental Body, (H) register any Acquired Company to pay Tax in a jurisdiction in which such entity was not previously registered, (I) waive or extend the statute of limitations with respect to any Tax or Tax Return (other than pursuant to customary extensions of the due date for filing a Tax Return) or (J) enter into any Tax allocation, indemnity or Tax sharing agreement with any Person, other than any agreement not primarily related to Taxes and entered into in the ordinary course of business;

(xix) change its fiscal year, revalue any of its material assets or change any of its material financial, actuarial or reserving methods or practices in any respect, except as required by GAAP, or change its independent auditor;

(xx) settle, release, waive or compromise any Legal Proceeding, other than any settlement, release, waiver or compromise that does not result in the imposition of non-monetary relief and does not result in monetary obligations in excess of $10,000 individually or $25,000 in the aggregate (in each case excluding monetary obligations that are entirely funded by an insurance policy of any Acquired Company); provided that the settlement, release, waiver or compromise of any Transaction Litigation or any demand for appraisal shall be subject to Section 2.7 or Section 6.5, as applicable;

(xxi) commence or initiate any Legal Proceeding to the extent relating to any Company IP (other than the making of any counterclaims in any Legal Proceeding commenced or initiated by any third party against any Acquired Company);

(xxii) adopt, enter into or amend any collective bargaining agreement or other Contract with any labor organization or other employee representative body;

(xxiii) only if applicable to, or otherwise if it would reasonably be expected to adversely affect, Parent, any of its Affiliates or the Transactions, adopt or implement any stockholder rights plan or similar arrangement, or enter into any agreement with respect to the voting of its capital stock;

(xxiv) adopt a plan or agreement of complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of any of the Acquired Companies;

(xxv) deliver, license or make available any Source Code of any proprietary Software included in the Company IP to any (A) escrow agent or (B) other Person who is not under an obligation of confidentiality to the Company or a Company Subsidiary with respect to such Source Code;

(xxvi) amend or modify the engagement letter of the Company's financial advisors (or grant any discretionary fee or any comparable additional fee thereunder) in a manner that increases the fee or commission payable by the Company or any of the Company Subsidiaries;

(xxvii) pay any discretionary fees to its advisors in connection with the Transactions;

(xxviii) amend or modify the terms of any Equity Securities, Company Warrant or warrant agreements; or

(xxix) authorize any of, or agree or commit to take, any of the actions described in the foregoing clauses (i) through (xxviii) of this Section 5.2(b).

(c) The Company shall use commercially reasonable efforts to obtain a handover protocol for its premises located at Semmelweisstraße 1, 82152 Planegg, Germany.

(d) Notwithstanding the foregoing, nothing contained herein shall give to Parent or Purchaser, directly or indirectly, the right to control or direct the operations of the Acquired Companies prior to the Offer Acceptance Time. Prior to the Offer Acceptance Time, each of Parent and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its and its, if applicable, Subsidiaries' respective operations.

5.3 No Solicitation.

(a) For the purposes of this Agreement, "Acceptable Confidentiality Agreement" means any customary confidentiality agreement that (i) does not prohibit the Company from providing any information to Parent in accordance with, and does not in any manner prevent the Company from complying with, this Section 5.3 or Section 6.1 and (ii) contains confidentiality and non-use provisions that are not less favorable in any material respect to the Company than those contained in the Confidentiality Agreement, it being understood that such agreement need not include any standstill provisions or similar restrictions (including, for the avoidance of doubt, any agreement that meets the foregoing requirements that was entered into by the Company prior to the date of this Agreement). The Acquired Companies shall be entitled to waive or release any preexisting explicit or implicit standstill provisions or similar restrictions with any Person or group of Persons if the Company Board determines in good faith, after consultation with its outside counsel, that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law.

(b) Except as permitted by this Section 5.3, during the Pre-Closing Period the Acquired Companies shall not, shall cause their directors and officers not to, and shall not authorize or knowingly permit their respective other Representatives to, directly or indirectly, (i) continue any solicitation, knowing encouragement, discussions or negotiations with any Persons that may be ongoing with respect to an Acquisition Proposal or (ii) (A) solicit, initiate, knowingly facilitate or knowingly encourage any inquiries regarding, or the making of any proposal or offer that constitutes or could reasonably be expected to lead to, an Acquisition Proposal, (B) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other Person any non-public information, or afford access to the business, properties, assets, books or records of any Acquired Company, in connection with, or for the purpose of soliciting, knowingly encouraging or knowingly facilitating, an Acquisition Proposal or any proposal or offer that could reasonably be expected to lead to an Acquisition Proposal, (C) enter into any letter of intent, Contract, commitment, agreement in principle, acquisition agreement or any similar agreement with respect to an Acquisition Proposal, (D) take any action or exempt any third party from the restriction on "business combinations" or any similar provision contained in applicable Takeover Laws or the Organizational Documents of the Company or grant a waiver under Section 203 of the DGCL or (E) resolve, propose or agree to do any of the foregoing. The Acquired Companies shall, shall cause their directors and officers to, and shall instruct their respective other Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations, if any, with any third Person, its Representatives or its financing sources conducted prior to the date hereof with respect to any Acquisition Proposal, or any inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal, and the Company shall request as promptly as practicable (and in any event within two (2) Business Days) after the date hereof that any such third Person, its Representatives and its financing sources in possession of confidential information heretofore furnished to such Person by or on behalf of the Company or any Company Subsidiary return or destroy all such information (and all analyses and other materials prepared by or on behalf of such Person that contain, reflect or analyze that information) in accordance with the applicable confidentiality agreement between the Company and such Person. The Company shall promptly (and in any event within one (1) Business Day) after the date hereof terminate all physical and electronic "data room" or similar access previously granted to any such Persons.

(c) Notwithstanding anything in Section 5.3(b) to the contrary, if at any time after the execution and delivery of this Agreement and prior to the Offer Acceptance Time the Company receives a *bona fide* written Acquisition Proposal from any Person or group of Persons in circumstances not involving a breach in any material respect of the Company's obligations set forth in this Section 5.3 or Section 6.1, which Acquisition Proposal was made or renewed after the execution and delivery of this Agreement, and the Company Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal and that failure to take such action described in clause (i) or (ii) below, as applicable, would be inconsistent with the fiduciary duties of the Company Board under applicable Law, then the Company and its Representatives may (i) furnish, pursuant to an Acceptable Confidentiality Agreement, information (including non-public information) with respect to the Acquired Companies to the Person or group of Persons who has made such Acquisition Proposal and the Representatives of such Person or group of Persons; provided that the Company shall substantially concurrently provide to Parent any non-public information concerning the Acquired Companies that is provided to any such Person to the extent access to such information was not previously provided to Parent or its Representatives and (ii) subject to the execution or existence of an Acceptable Confidentiality Agreement, engage in or otherwise participate in discussions or negotiations with the Person or group of Persons making such Acquisition Proposal and the Representatives and financing sources of such Person or group of Persons.

(d) During the Pre-Closing Period, the Company shall (i) promptly (and in any event within twenty-four (24) hours) notify Parent in writing of any inquiries, proposals or offers with respect to an Acquisition Proposal or any inquiries, proposals or offers that would reasonably be expected to lead to an Acquisition Proposal that are received by any Acquired Company or any of its Representatives and provide Parent a copy of any written Acquisition Proposal (including the identity of the Person making such inquiry, proposal or offer, the material terms and conditions thereof and any proposed term sheet, letter of intent, acquisition agreement or similar agreement with respect thereto, to the extent such documents are provided to the Company in connection with such Acquisition Proposal) and (ii) keep Parent reasonably informed on a reasonably current basis (and in any event, within twenty-four (24) hours) of the status of and any material developments, discussions or negotiations regarding any Acquisition Proposal (including any material changes to the terms thereof), and reasonably inform Parent of the status of such Acquisition Proposal on a reasonably prompt basis. Without limiting the generality of the foregoing, the Company shall, promptly upon receipt or delivery thereof, provide Parent (and its outside counsel) with copies of all proposed agreements relating to such Acquisition Proposal and any written correspondence evidencing any such inquiry, proposal, offer or request and all other documents and material communications that are exchanged between such Person (or its Representatives) making such Acquisition Proposal and the Company (or its Representatives) within twenty-four (24) hours after the receipt or delivery thereof.

(e) Nothing in this Section 5.3 or elsewhere in this Agreement shall prohibit the Company from (i) taking and disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act, including any "stop, look and listen" communication pursuant to Rule 14d-9(f) promulgated under the Exchange Act or (ii) making any disclosure to the stockholders of the Company that is required by applicable Law, it being understood that this Section 5.3(e) shall not be deemed to permit the Company or the Company Board to make a Company Adverse Recommendation Change other than in accordance with Section 6.1(b).

(f) The Company shall inform its Representatives with respect to the Transactions of the provisions of this Section 5.3 and Section 6.1. The Company acknowledges and agrees that, for purposes of determining whether a breach of this Section 5.3 or Section 6.1 has occurred, the actions of the Company Subsidiaries and its and their respective Representatives acting in their authorized capacities on behalf of the Company or any Company Subsidiary shall be deemed to be the actions of the Company, and the Company shall be responsible for any breach of this Section 5.3 and Section 6.1 by any of its or their respective Representatives acting in their authorized capacities on behalf of the Company.

5.4 FIRPTA Certificate. The Company shall deliver to Parent an affidavit and notice addressed to the IRS, executed by the Company under penalties of perjury, stating that the Company is not and has not been during the relevant period specified in Section 897(c)(1)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c) of the Code, dated as of the date hereof and in the form and substance as required under Treasury Regulations Section 1.1445-2(c) and 1.897-2(h), together with written authorization for Parent to deliver such notice to the IRS on behalf of the Company following the Closing.

ARTICLE VI

ADDITIONAL COVENANTS OF THE PARTIES

6.1 Company Board Recommendation.

(a) Subject to Section 6.1(b), the Company hereby consents to the inclusion of a description of the Company Board Recommendation in the Offer Documents and, absent a Company Adverse Recommendation Change, to the inclusion of a copy of the Schedule 14D-9 with the Offer Documents mailed or furnished to the holders of Shares. During the Pre-Closing Period, subject to Section 6.1(b), neither the Company Board nor any committee thereof shall (i) withhold, withdraw or modify (or publicly propose or resolve to withhold, withdraw or modify), the Company Board Recommendation, (ii) adopt, approve, recommend or declare advisable, or propose publicly to adopt, approve, recommend or declare advisable, any Acquisition Proposal, (iii) in the case of the Company Board, if any Acquisition Proposal structured as a tender offer or exchange offer is commenced, (1) fail to recommend against acceptance of such tender offer or exchange offer by the Company's stockholders within ten (10) Business Days of commencement thereof pursuant to Rule 14d-2 of the Exchange Act or (2) make any recommendation in connection with such tender or exchange offer other than a recommendation against such offer or the issuance of a "stop, look and listen" communication to the stockholders pursuant to Rule 14d-9(f) of the Exchange Act (it being understood that the Company Board may refrain from taking a position with respect to an Acquisition Proposal structured as a tender or exchange offer until the tenth Business Day after the commencement of such tender or exchange offer without such action being considered a violation of this Section 6.1(a) or a Company Adverse Recommendation Change), (iv) fail to include the Company Board Recommendation in the Schedule 14D-9, (v) following public disclosure of an Acquisition Proposal, fail to publicly reaffirm the Company Board Recommendation within five (5) Business Days after Parent so requests in writing (it being understood that the Company will have no obligation to make such reaffirmation on more than two (2) occasions with respect to any Acquisition Proposal) or (vi) adopt, approve, recommend or declare advisable, or propose to adopt, approve, recommend or declare advisable, or allow the Company to execute or enter into any Contract with respect to, any Acquisition Proposal (other than an Acceptable Confidentiality Agreement), whether such agreement is binding or non-binding (any action described in clauses (i) through (vi), a "Company Adverse Recommendation Change").

(b) Notwithstanding anything to the contrary contained in this Agreement, at any time prior to the Offer Acceptance Time:

(i) if any Acquired Company has received a *bona fide* written Acquisition Proposal from any Person in circumstances not involving a breach in any material respect of Section 5.3 or this Section 6.1 that has not been withdrawn and, after consultation with the Company's financial advisors and outside legal counsel, the Company Board has determined, in good faith, that such Acquisition Proposal constitutes a Superior Proposal, then (x) the Company Board may make a Company Adverse Recommendation Change or (y) the Company may terminate this Agreement pursuant to Section 8.1(e) to enter into a binding written definitive agreement with respect to such Superior Proposal, in each case under (x) or (y), only if (A) the Company Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure to do so would be inconsistent with the fiduciary duties of the Company Board under applicable Law, (B) the Company shall have given Parent prior written notice of its intention to make a Company Adverse Recommendation Change or terminate this Agreement pursuant to Section 8.1(e) at least five (5) Business Days prior to making any such Company Adverse Recommendation Change or effectuating such termination (a "Determination Notice") (which notice shall specify the identity of the Person making such Superior Proposal and the terms thereof, and which shall include an unredacted copy of the Superior Proposal and copies of any proposed definitive agreements and financing commitments relating thereto) (which notice, in and of itself, shall not constitute a Company Adverse Recommendation Change or termination) and, if desired by Parent, during such five-Business Day period shall have negotiated, and caused its Representatives to negotiate, in good faith with Parent to enable Parent to prepare in writing a binding proposal to effect revisions to the terms of this Agreement such that such Superior Proposal would no longer constitute a Superior Proposal and (C) after giving effect to the binding, written proposals made by Parent during such period, if any, after consultation with the Company's financial advisors and outside legal counsel, the Company Board shall have determined, in good faith, that such Acquisition Proposal continues to constitute a Superior Proposal and that the failure to make the Company Adverse Recommendation Change or terminate this Agreement pursuant to Section 8.1(e) would be inconsistent with the fiduciary duties of the Company Board under applicable Law. Issuance of any "stop, look and listen" communications by or on behalf of the Company pursuant to Rule 14d-9(f) promulgated under the Exchange Act shall not be considered a Company Adverse Recommendation Change and shall not require the giving of a Determination Notice or compliance with the procedures set forth in this Section 6.1. The provisions of this Section 6.1(b)(i) shall also apply to any amendment to the financial terms or any other material amendment to any Acquisition Proposal and shall require a new Determination Notice, except that the references to five (5) Business Days shall be deemed to be the later of three (3) Business Days and the remainder of the original five (5) Business Day period (if it shall not have theretofore expired); and

(ii) other than in connection with an Acquisition Proposal, if an Intervening Event has occurred, the Company Board may make a Company Adverse Recommendation Change of the type described in clause (i), (iv) or (v) of the definition thereof only if (A) the Company Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure to do so in response to such Intervening Event would be inconsistent with the fiduciary duties of the Company Board under applicable Law, (B) the Company shall have given Parent a Determination Notice (which notice shall include a reasonably detailed description of such Intervening Event and the rationale for the Company Adverse Recommendation Change) at least five (5) Business Days prior to making any such Company Adverse Recommendation Change and, if desired by Parent, during such five-Business Day period shall have negotiated, and caused its Representatives to negotiate, in good faith with Parent to enable Parent to prepare in writing a binding proposal to effect revisions to the terms of this Agreement such that a Company Adverse Recommendation Change would no longer be necessary and (C) after giving effect to the binding, written proposals made by Parent during such period, if any, after consultation with the Company's outside legal counsel, the Company Board shall have determined, in good faith, that the failure to make the Company Adverse Recommendation Change would be inconsistent with the fiduciary duties of the Company Board under applicable Law. The provisions of this Section 6.1(b)(ii) shall also apply to any material change to the facts and circumstances relating to any Intervening Event and shall require a new Determination Notice and notice period, except that the references to five (5) Business Days shall be deemed to be the later of three (3) Business Days and the remainder of the original five (5) Business Day period (if it shall not have theretofore expired).

6.2 Reasonable Best Efforts.

(a) The Parties agree to use their reasonable best efforts to take promptly any and all steps necessary to consummate and make effective, as promptly as practicable and in any event prior to the End Date, the Offer and the Merger and the other Transactions and to avoid or eliminate each and every impediment under applicable Law, that may be asserted by any Governmental Body or any other party, so as to enable the Closing to occur as promptly as practicable, but in no case later than the End Date. Without limiting the generality of the foregoing, each Party shall use its reasonable best efforts to (i) make all filings and give all notices required to be made and given by such Party in connection with the Transactions pursuant to any applicable Laws or Contract and (ii) obtain all Governmental Authorizations required in connection with the Transactions and all Consents required to be obtained pursuant to any applicable Contract by such Party in connection with the Transactions. The Company shall promptly deliver to Parent a copy of each such filing made, each such notice given and each such Governmental Authorization or Consent obtained by the Company during the Pre-Closing Period. The failure to give any such notice under any such Contract or obtain any Consent required to be obtained by the Company pursuant to this Section 6.2(a), in and of itself, shall not (x) constitute a breach of, or result in any representation or warranty of the Company contained herein being deemed breached, (y) be deemed to cause the condition set forth in clause (b) of Annex I to fail to be satisfied or (z) give rise to any right of any Party to terminate this Agreement due to any breach of such representation or warranty or failure to satisfy such condition, and any failure of the Company to comply with this Section 6.2(a) will not be taken into account for purposes of determining whether any breach of any representation or warranty of the Company has occurred or the condition set forth in clause (b) of Annex I has been satisfied.

(b) During the Pre-Closing Period, each Party shall (i) give the other Parties prompt notice of the making or commencement of any request, inquiry, investigation, action or Legal Proceeding brought by a Governmental Body or brought by a third party before any Governmental Body, in each case, with respect to the Transactions, (ii) keep the other Parties reasonably informed as to the status of any such request, inquiry, investigation, action or Legal Proceeding, (iii) promptly inform the other Parties of, and give the other Parties reasonable advance notice of, and the opportunity to participate in, any substantive communication to or from any Governmental Body in connection with any such request, inquiry, investigation, action or Legal Proceeding, (iv) promptly furnish to the other Parties, subject to an appropriate confidentiality agreement to limit disclosure to counsel and outside consultants, copies of documents provided to or received from any Governmental Body in connection with any such request, inquiry, investigation, action or Legal Proceeding, (v) subject to an appropriate confidentiality agreement to limit disclosure to counsel and outside consultants, and to the extent reasonably practicable, consult and cooperate with the other Parties and consider in good faith the views of the other Parties in connection with any analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with any such request, inquiry, investigation, action or Legal Proceeding and (vi) except as may be prohibited by any Governmental Body or by any Law, in connection with any such request, inquiry, investigation, action or Legal Proceeding in respect of the Transactions, give the other Party reasonable advance notice of, and permit authorized Representatives of the other Party to be present at each meeting or conference relating to such request, inquiry, investigation, action or Legal Proceeding and to have access to and be consulted in connection with any argument, opinion or proposal made or submitted to any Governmental Body in connection with such request, inquiry, investigation, action or Legal Proceeding. Notwithstanding anything to the contrary in this Section 6.2, the Parties may redact materials provided to one another (A) to remove information concerning valuation, (B) as necessary to comply with Laws and Contracts and (C) as necessary to address reasonable attorney-client privilege or other privilege or confidentiality concerns.

6.3 Employee Benefits.

(a) For a period of one year following the Effective Time (or, if earlier, the date of a Continuing Employee's termination of employment with Parent or any of its Affiliates (including any Acquired Company)), Parent shall provide, or cause to be provided, to each employee of any of the Acquired Companies who is employed by such Acquired Company as of immediately prior to the Effective Time and who continues to be actively employed by the Surviving Corporation (or any Affiliate thereof, including, for the avoidance of doubt, Parent and Parent's Affiliates) immediately following the Closing (each, a "Continuing Employee") with (i) base salary or base wages (as applicable) and target short-term cash incentive compensation opportunities (including target bonuses and target commissions) that are, in the aggregate, no less than those provided to such Continuing Employee as of immediately prior to the Effective Time, (ii) employee benefits (excluding equity-based, long-term incentive compensation, change in control, severance or termination benefits, nonqualified deferred compensation, retiree health benefits and defined benefit pension plan benefits) that are substantially comparable in the aggregate to those provided to each such Continuing Employee immediately prior to the Effective Time, (iii) for any Continuing Employee who is not party to an employment agreement that provides for severance benefits, severance benefits that are no less favorable than those provided to similarly situated employees of Parent (provided that such Continuing Employee receive credit for service provided to the Company) and (iv) for any Continuing Employee who is party to an employment agreement that provides for severance benefits that is set forth on Section 3.21 of the Company Disclosure Letter and has been provided to Parent on or prior to the date hereof, severance benefits as provided in such employment agreement as in effect on the date hereof, as may be amended following the Closing pursuant to its terms.

(b) Parent shall use reasonable best efforts to (i) cause any pre-existing conditions or limitations and eligibility waiting periods under any group health plans of Parent or its Affiliates to be waived with respect to the Continuing Employees and their eligible dependents, (ii) give each Continuing Employee credit for the plan year in which the Continuing Employee is first eligible to enroll in a Parent plan providing medical benefits towards applicable deductibles and annual out-of-pocket limits for medical expenses incurred prior to the Effective Time for which payment has been made in respect of such Continuing Employee and their eligible dependents to the same extent such credit was given under the analogous Employee Plan prior to the Effective Time (provided, that the Company shall have timely provided adequate data concerning such payments to Parent in a format reasonably requested by Parent) and (iii) give each Continuing Employee service credit for such Continuing Employee's employment with any Acquired Company for purposes of vesting, benefit accrual and eligibility to participate under each applicable Parent benefit plan, as if such service had been performed with Parent, except for benefit accrual under defined benefit pension plans, for purposes of qualifying for subsidized early retirement benefits or to the extent it would result in a duplication of benefits.

(c) For each Continuing Employee who is eligible to receive an annual bonus for the Company's fiscal year in which the Closing Date occurs, Parent shall, and shall cause the Surviving Corporation to, pay such Continuing Employee a bonus payment pursuant to the terms and conditions of the applicable Employee Plan in effect as of immediately prior to the Effective Time and as set forth in Section 6.3(c)(i) of the Company Disclosure Letter; provided that such bonus payment shall be calculated based on actual levels of performance (as determined by Parent in good faith in accordance with the terms of the applicable Employee Plan, but in the event performance cannot be reasonably determined for corporate or individual goals, Parent shall assume achievement at 100% of target).

(d) Unless otherwise requested in writing by Parent at least ten (10) Business Days prior to the expected Closing Date, no later than one day prior to the Effective Time, the Company Board (or the appropriate committee thereof) shall take actions necessary to terminate any Employee Plan intended to include a Code Section 401(k) arrangement, such termination to be effective as of the day prior to the Closing Date and contingent upon the occurrence of the Effective Time. The Company shall provide Parent with evidence that such plan has been terminated, the form and substance of which shall be subject to reasonable review and comment by Parent.

(e) Prior to making any written or broad-based oral communication to the Company Service Providers pertaining to post-Closing compensation or benefits matters affected by the Transactions, the Company shall provide Parent with a copy of the intended communication; Parent shall have a reasonable period to review and comment; and the Company shall consider Parent's comments in good faith.

(f) Within ten (10) Business Days after the date of this Agreement, the Company shall provide Parent with (i) a list of all "disqualified individuals" and each such disqualified individual's "base amount," (ii) an estimate of potential "parachute payments" that may be payable to each such disqualified individual and (iii) the Company's data and calculations to support each such estimate (each such term as defined within Section 280G of the Code and the regulations thereunder).

(g) Unless otherwise requested in writing by Parent at least ten (10) Business Days prior to the expected Closing Date, the Company shall, prior to the Effective Time and in any event prior to the occurrence of any "Change in Control" (as defined in the Rapid Micro Biosystems, Inc. Severance Plan (the "Severance Plan")), cause the Company Board (or the appropriate committee thereof, or the Administrator (as defined in the Severance Plan), as applicable) to adopt resolutions to terminate the Severance Plan in accordance with its terms, effective prior to the Effective Time and contingent upon the occurrence of the Effective Time

(h) The provisions of this Section 6.3 are solely for the benefit of the Parties, and, without limiting the foregoing, no provision of this Section 6.3, whether express or implied, is intended to, or shall, constitute the establishment, modification, adoption of or an amendment to any Employee Plan or any other benefit or compensation plan, program, policy, contract, agreement or arrangement for purposes of ERISA or otherwise and no current or former employee or any other individual associated therewith shall be regarded for any purpose as a third party beneficiary or have similar rights or remedies under this Agreement or have the right to enforce the provisions hereof. Nothing in this Section 6.3 or elsewhere in this Agreement shall be construed to create a right in any director, employee or service provider of the Company any right to continue in the employ or service with Parent, the Surviving Corporation or any other Affiliate of the Surviving Corporation or to any compensation or benefits following the Effective Time. Nothing in this Agreement shall (i) prohibit or restrict Parent or the Surviving Corporation or any Affiliate thereof from amending or terminating any employee benefit plan in accordance with its terms, or (ii) restrict Parent or the Surviving Corporation or any Affiliate thereof from discharging or terminating the services of any director, employee or individual service provider of the Company at any time for any reason, with or without cause.

6.4 Indemnification of Officers and Directors.

(a) During the period commencing at the Effective Time and ending on the sixth anniversary of the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, indemnify, defend and hold harmless, to the fullest extent permitted under applicable Law, each current or former director and officer of the Company or any Company Subsidiary (determined as of the Effective Time), in each case, when acting in such capacity or, while a director or officer of the Company, serving as a director, officer, member, trustee or fiduciary of another entity or enterprise, including an Employee Plan, at the request or benefit of the Company (collectively, the "Indemnified Persons") against any costs or expenses (including attorneys' fees and expenses), amounts paid in settlement, judgments, fines and penalties, losses, claims, damages or liabilities incurred in connection with, arising out of or otherwise related to any Legal Proceeding in connection with, arising out of or otherwise related to matters existing or occurring or alleged to have occurred at or prior to the Effective Time (including in connection with this Agreement, the Transactions and any actions taken by any Indemnified Person in connection therewith), whether asserted or claimed prior to, at or after the Effective Time, and the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, also advance expenses as incurred to the fullest extent permitted under applicable Law (on receipt of a written undertaking in favor of Parent and/or the Surviving Corporation to repay such advanced expenses if it is ultimately determined in a final and non-appealable judgment by a court of competent jurisdiction that such Indemnified Person was not entitled to be indemnified pursuant to this sentence). For a period of six years from the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, maintain in effect the exculpation, indemnification and advancement of expenses at least as favorable to the Indemnified Persons as the provisions of the certificate of incorporation and bylaws of the Company as in effect immediately prior to the Effective Time with respect to acts or omissions occurring at or prior to the Effective Time and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect in any material respect the rights thereunder of any Indemnified Persons; provided that all rights to indemnification, advancement or other protection in respect of any claim made for indemnification, advancement or other protection within such period shall continue until the disposition of such action or resolution of such claim. In addition, from and after the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, honor and fulfill the obligations of the Company under any indemnification Contracts between any Indemnified Person and the Company in effect prior to the date of this Agreement that are set forth on Section 6.4(a) of the Company Disclosure Letter (true, correct and complete copies of which have been made available to Parent) and any Contract entered into after the date of this Agreement, in substantially the form made available to Parent, with any Person who becomes a director or officer of any Acquired Company prior to the Effective Time, and shall not amend, repeal or otherwise modify any such Contracts in any manner that would adversely affect in any respect the rights thereunder of any Indemnified Persons. Without limiting anything in this Section 6.4(a), all rights to indemnification and advancement of expenses under this Section 6.4(a) in respect of any claim asserted or made within the six-year period described herein shall continue until the final disposition of such claim.

(b) Prior to the Effective Time, the Company shall purchase a six-year "tail" prepaid policy or policies (the "D&O Tail Policy") in respect of acts or omissions occurring at or prior to the Effective Time, covering each Indemnified Person during the period commencing at the Effective Time and ending on the sixth anniversary of the Effective Time, on terms with respect to such coverage and amounts no less favorable than the Company's existing directors' and officers' liability insurance policy or, if insurance coverage that is no less favorable is unavailable, the best available coverage; provided that if the D&O Tail Policy is not available at an aggregate cost not greater than 200% of the annual premium currently payable by the Company with respect to such current policies (the "Maximum Amount"), then, prior to the Closing, the Company shall obtain as much comparable insurance as can be obtained at an aggregate cost up to but not exceeding the Maximum Amount. The Surviving Corporation shall (and Parent shall cause the Surviving Corporation to) maintain such "tail" policy in full force and effect and continue to honor their respective obligations thereunder during the period commencing at the Effective Time and ending on the sixth anniversary of the Effective Time.

(c) In the event that Parent, any Acquired Company, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Parent, such Acquired Company, the Surviving Corporation or such successors and assigns, as applicable, shall cause proper provision to be made so that the successors and assigns of such Acquired Company assume the obligations set forth in this Section 6.4.

(d) The provisions of this Section 6.4 (i) shall survive the Offer Acceptance Time and the Effective Time, (ii) are intended to be for the benefit of, and shall be enforceable by, each indemnified or insured party (including the Indemnified Persons), his or her heirs, successors, assigns and representatives and (iii) are in addition to, and not in substitution for, any other rights to indemnification, advancement of expenses, exculpation or contribution that any such Person may have by contract or otherwise. Unless required by applicable Law, this Section 6.4 may not be amended, altered or repealed after the Offer Acceptance Time in such a manner as to adversely affect the rights of any Indemnified Person or any of their successors, assigns or heirs without the prior written consent of such affected Person.

6.5 Transaction Litigation.

(a) During the Pre-Closing Period, the Company will provide Parent with prompt notice of all Transaction Litigation (including by providing copies of all pleadings with respect thereto) and keep Parent reasonably informed with respect to the status thereof.

(b) The Company (i) will (A) give Parent a reasonable opportunity to participate in the defense, settlement or prosecution of any Transaction Litigation; (B) give Parent the right to consult on any mooting disclosure with respect to such litigation; (C) consult with Parent with respect to the defense, settlement and prosecution of any Transaction Litigation; and (D) consider in good faith Parent's advice with respect to any Transaction Litigation; and (ii) may not compromise, settle, offer or make mooting disclosure or come to a legally binding arrangement regarding, or agree to compromise, settle, offer or make mooting disclosure or come to an arrangement regarding, any Transaction Litigation unless Parent has consented thereto in writing (which consent will not be unreasonably withheld, conditioned or delayed); provided that nothing herein shall restrict the Company from making any supplemental or amended disclosure (including any amendment to the Schedule 14D-9) that the Company determines in good faith, after consultation with its outside legal counsel, is required by applicable Law. Without otherwise limiting or expanding the Indemnified Persons' rights with regard to the right to counsel, following the Effective Time, the Indemnified Persons shall be entitled to continue to retain Goodwin Procter LLP or such other counsel selected by such Indemnified Persons prior to the Effective Time to defend any Transaction Litigation.

6.6 Disclosure. Each of the Parties agrees that, promptly following the execution and delivery of this Agreement, the Company and Parent shall each issue an initial press release with respect to the Transactions, each in a form mutually agreed to by the Company and Parent. Thereafter, Parent and the Company shall consult with each other before issuing any further press release(s) or Financing Disclosure or otherwise making any public statement (to the extent not previously issued or made in accordance with this Agreement) with respect to the Offer, the Merger, this Agreement or any of the other Transactions and shall not issue any such press release or Financing Disclosure or make such public statement without the other Party's consent. Notwithstanding the foregoing, (a) each Party may, without such consultation or consent, make any public statement in response to questions from the press, analysts, investors or those attending industry conferences, make internal announcements to employees and make disclosures in Company SEC Documents, so long as such statements are consistent with previous press releases, public disclosures or public statements made jointly by the Parties (or individually, if approved by the other Party), (b) a Party may, without the prior consent of the other Party but subject to giving advance notice to the other Party, issue any such press release or make any such public announcement or statement as may be required by Law and (c) each Party need not consult with the other Party in connection with such portion of any press release, public statement or filing to be issued or made or with respect to any Acquisition Proposal or Company Adverse Recommendation Change or any dispute between the Parties arising out of or relating to this Agreement. As used above, "Financing Disclosure" means any reference to, or information in connection with, the Transactions that is included in any documents to be filed with any Person (including the SEC, the Frankfurt Stock Exchange and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*)), issued, published and/or distributed by the Company or Parent in connection with any financing transaction to be entered into by any of those Parties (it being understood and agreed that the Transactions are not subject to any financing condition).

6.7 Takeover Laws. If any Takeover Law may become, or may purport to be, applicable to the Transactions, the Company and the Company Board shall use their respective reasonable best efforts to grant such approvals and take such actions as are necessary so that the Transactions may be consummated as promptly as practicable on the terms and conditions contemplated hereby and otherwise act to lawfully eliminate the effect of any Takeover Law on any of the Transactions.

6.8 Section 16 Matters. The Company and the Company Board shall, to the extent necessary, take appropriate action, prior to or as of the Offer Acceptance Time, to approve, for purposes of Section 16(b) of the Exchange Act, the disposition and cancellation or deemed disposition and cancellation of Shares, Company Warrants, Company Options and Company RSUs in the Merger by applicable individuals in order to cause such dispositions and/or cancellations to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6.9 Rule 14d-10 Matters. Prior to the Offer Acceptance Time, the compensation committee of the Company Board shall approve, as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d)(1) under the Exchange Act, each agreement, arrangement or understanding between Purchaser, the Company or their respective Affiliates, on one hand, and any of the officers, directors or employees of the Company or any Company Subsidiary, on the other hand, pursuant to which compensation is paid to such officer, director or employee and shall take all other action reasonably necessary to satisfy the requirements of the non-exclusive safe harbor set forth in Rule 14d-10(d)(2) under the Exchange Act.

6.10 Stock Exchange Delisting; Deregistration. The Company shall remain continuously listed on Nasdaq at all times prior to the Offer Acceptance Time. Prior to the Closing Date, the Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Law and the rules and policies of Nasdaq to enable the delisting by the Surviving Corporation of the Shares from Nasdaq and the deregistration of the Shares under the Exchange Act as promptly as practicable after the Effective Time.

6.11 Advice of Changes. The Company shall give prompt notice to Parent if it obtains knowledge of any breach by the Company of the Company's representations, warranties or covenants hereunder that would reasonably be expected to result in any of the conditions set forth in Article VII or Annex I not being able to be satisfied prior to the End Date. Parent shall give prompt notice to the Company if it obtains knowledge of any breach by Parent or Purchaser of its representations, warranties or covenants hereunder that would reasonably be expected to (a) have a Parent Material Adverse Effect or (b) result in any of the conditions set forth in Article VII not being able to be satisfied prior to the End Date. Notwithstanding anything to the contrary in this Agreement, the failure to deliver any notice pursuant to this Section 6.11, in and of itself, shall not constitute a breach of a covenant or be deemed to cause the condition set forth in clause (c) of Annex I to fail to be satisfied or give rise to any right of any Party to terminate this Agreement due to any breach of such covenant or failure to satisfy such condition, and any Party's failure to deliver any notice pursuant to this Section 6.11 will not be taken into account for purposes of determining whether any breach of a covenant has occurred or the condition set forth in clause (c) of Annex I has been satisfied.

6.12 Regulatory Matters. During the Pre-Closing Period, subject to applicable Law, the Company shall provide Parent with advance notice of any material meetings or scheduled videoconferences or calls that an Acquired Company has with any Healthcare Regulatory Authority or any advisory committee thereof, and to the extent practicable (x) provide Parent the opportunity to attend or participate in any such meeting or substantive conversation with any such Healthcare Regulatory Authority or advisory committee thereof (*provided* that such authority or advisory committee does not prohibit such attendance or participation) and (y) prior to attending any such meeting or scheduled videoconference or call, the applicable Acquired Company shall, and shall, as necessary, cause its Representatives to, consult with Parent and consider in good faith the views and comments of Parent promptly provided in connection with, and to the extent practicable, reasonably in advance of, any such meeting or scheduled videoconference or call. During the Pre-Closing Period, subject to applicable Law, the Company shall also promptly (i) notify Parent of any substantive notice or other substantive communication to an Acquired Company from any Healthcare Regulatory Authority or any advisory committee thereof; (ii) provide Parent with notice and the opportunity to consult with the Company with respect to any substantive notice, submission or response or other substantive communication to any Healthcare Regulatory Authority or any advisory committee thereof from an Acquired Company, and shall consider in good faith any comments or other input timely provided by Parent in respect of the foregoing; and (iii) furnish Parent with non-confidential copies of all substantive correspondence, filings and written communications between an Acquired Company on one hand, and any such Healthcare Regulatory Authority or its staff on the other hand. For purposes of this Section 6.12, a material meeting or scheduled videoconference or call, or a substantive notice or substantive communication with any Healthcare Regulatory Authority or any advisory committee thereof, shall include any meeting, videoconference, call, notice or communication that addresses safety, efficacy, manufacturing quality, or chemistry, manufacturing, and controls concerning any Company Product, and any request from a Healthcare Regulatory Authority or any advisory committee thereof concerning any Company Product. Notwithstanding the foregoing, (A) in no event shall the Company be required to take any action or refrain from taking any action pursuant to this Section 6.12 that would cause the Company to fail to meet a specific submission deadline, if any, imposed by any Healthcare Regulatory Authority or any advisory committee thereof and (B) nothing contained in this Section 6.12 is intended to give Parent, directly or indirectly, the right to control or direct the regulatory strategy of the Company prior to the Closing Date.

6.13 Payoff Debt. At least one (1) Business Day prior to the Closing, the Company shall deliver, from each holder of Payoff Debt (or the agents or trustees authorized to act on their behalf), customary executed payoff letters, together with all documentation relating to the release of Encumbrances (including all UCC-3 termination statements or equivalent termination statements and other customary filings, releases, terminations or instruments of discharge) and all guarantees with respect to such Payoff Debt, in each case, in form and substance reasonably satisfactory to Parent, which payoff letters shall (i) set forth the amounts required to fully satisfy all outstanding obligations (other than contingent obligations for which a claim has not been made or asserted or other obligations that, by their express terms, survive termination of such Payoff Debt) in connection with such Payoff Debt (the "Payoff Amount") at the Closing and wire transfer information for such payment, (ii) evidence that payment of such Payoff Amount would result in the full satisfaction and discharge of all obligations of the Company and its Subsidiaries in respect of such Payoff Debt (other than contingent obligations for which a claim has not been made or asserted or other obligations that, by their express terms, survive termination of such Payoff Debt) and the termination of all commitments thereunder, (iii) provide that all Encumbrances and guarantees securing or supporting such Payoff Debt have been terminated and released or that they will be so terminated and released upon receipt of the Payoff Amount at the Closing by the holders of such Payoff Debt (or the agents or trustees authorized to act on their behalf) and (iv) authorize the filing of UCC-3 termination statements and other customary releases, terminations and instruments of discharge, and provide for the return of any possessory collateral (including any pledged share certificates) upon receipt of the Payoff Amount (each, a "Payoff Letter"). The Company shall deliver to Parent drafts of such Payoff Letters and such additional documentation (which such drafts shall include wire transfer information for each Payoff Amount) at least five (5) Business Days prior to the Closing.

6.14 Governmental IP. No later than ten (10) Business Days prior to the Closing, the Company shall provide Parent with written confirmation that the Company has made all required disclosures relating to Company IP that was developed in connection with a Governmental Body, including (a) disclosing each subject invention to the applicable Governmental Body, (b) filing patent applications within the required periods, and (c) including the required government support statements in patent applications and patents.

ARTICLE VII

CONDITIONS PRECEDENT TO THE MERGER

The obligations of the Parties to effect the Merger are subject to the satisfaction as of the Closing of each of the following conditions:

7.1 No Restraints. There shall not have been issued and remain in effect any Order by any Governmental Body of competent jurisdiction, nor shall any Law have been promulgated, enacted or issued by any Governmental Body of competent jurisdiction which remains in effect, in each case which prohibits or makes illegal the consummation of the Merger.

7.2 Consummation of Offer. Purchaser (or Parent on Purchaser's behalf) shall have accepted for payment all of the Shares validly tendered pursuant to the Offer and not validly withdrawn.

ARTICLE VIII

TERMINATION

8.1 Termination. This Agreement may be terminated:

(a) by mutual written consent of Parent and the Company at any time prior to the Offer Acceptance Time;

(b) by either Parent or the Company, if the Offer Acceptance Time shall not have occurred on or prior to 11:59 p.m. (New York City time) on February 28, 2027 (such date and time, the "End Date"); provided that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to any Party whose breach of this Agreement has primarily caused or primarily resulted in the Offer not being consummated by such date;

(c) by either Parent or the Company, at any time prior to the Offer Acceptance Time, if any Legal Restraint having the effect of permanently prohibiting or making illegal the consummation of the Offer or the Merger shall be in effect (and, in the case of an Order, shall be final and nonappealable);

(d) by Parent, at any time prior to the Offer Acceptance Time, if the Company Board shall have effected a Company Adverse Recommendation Change;

(e) by the Company, at any time prior to the Offer Acceptance Time, in order to accept a Superior Proposal in accordance with Section 6.1(b)(i) and immediately following such termination enter into a binding written definitive agreement with respect thereto; provided that (i) the Company has not breached in any material respect the requirements of Sections 5.3 or 6.1 with respect to such Superior Proposal and any Acquisition Proposal that was a precursor thereto and (ii) the Company pays the Company Termination Fee to Parent in accordance with Section 8.3(b)(ii) prior to or concurrently with, and as a condition to the effectiveness of, such termination;

(f) by Parent, at any time prior to the Offer Acceptance Time, if a breach of any representation or warranty of the Company contained in this Agreement or failure to perform any covenant or obligation in this Agreement on the part of the Company shall have occurred such that a condition set forth in clause (b) or (c) of Annex I would not be satisfied and such breach or failure cannot be cured by the Company by the End Date, or if capable of being cured in such time period, shall not have been cured within 30 days of the date Parent gives the Company written notice of such breach or failure to perform; provided that Parent shall not have the right to terminate this Agreement pursuant to this Section 8.1(f) if either Parent or Purchaser is then in breach of any of its respective representations, warranties, covenants or obligations hereunder, which breach would permit the Company to terminate this Agreement pursuant to Section 8.1(g) without regard to the cure period in Section 8.1(g);

(g) by the Company, at any time prior to the Offer Acceptance Time, if a breach of any representation or warranty of Parent or Purchaser contained in this Agreement or failure to perform any covenant or obligation in this Agreement on the part of Parent or Purchaser shall have occurred, in each case, if such breach or failure would reasonably be expected to prevent or materially delay the consummation of the Transactions and such breach or failure cannot be cured by Parent or Purchaser, as applicable, by the End Date, or, if capable of being cured in such time period, shall not have been cured within 30 days of the date the Company gives Parent written notice of such breach or failure to perform; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 8.1(g) if the Company is then in breach of any of its representations, warranties, covenants or obligations hereunder, which breach would give rise to a failure of a condition set forth in clause (b) or (c) of Annex I (if such condition were tested as of the date of such breach instead of as of the Offer Acceptance Time);

(h) by the Company, if all of the Offer Conditions have been satisfied or waived as of the Expiration Time and, following the expiration of the Offer, Purchaser shall have failed to accept for payment all Shares validly tendered (and not validly withdrawn) pursuant to the Offer in accordance with Section 1.1(h); *provided* that the Company shall not be permitted to terminate this Agreement pursuant to this Section 8.1(h) if the failure of Purchaser to accept for all Shares validly tendered (and not validly withdrawn) as of the expiration or termination of the Offer (as may be extended) is primarily attributable to the failure on the part of Company to perform in any material respect any covenant or obligation in Article I required to be performed by the Company for such acceptance for all Shares; or

(i) by either Parent or the Company, if all of the Offer Conditions (other than solely the Minimum Condition and those Offer Conditions that by their nature are to be satisfied at the Expiration Time, each of which is then capable of being satisfied) shall have been satisfied or waived (to the extent waivable) as of the applicable Expiration Time and the Offer shall have expired pursuant to its terms (after giving effect to any extensions thereof in accordance with this Agreement) without acceptance for payment of the Shares validly tendered (and not validly withdrawn) in the Offer by virtue of the Minimum Condition not having been satisfied; provided that the right to terminate this Agreement pursuant to this Section 8.1(i) shall not be available to any Party whose breach of this Agreement has primarily caused or primarily resulted in the failure of the Offer Acceptance Time to occur on or before the date of termination.

8.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.1, written notice thereof shall be given to the other Party or Parties, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall be of no further force or effect and there shall be no liability on the part of Parent, Purchaser or the Company or any of their respective former, current or future officers, directors, partners, stockholders, managers, members or Affiliates following any such termination; provided that (a) the final sentence of Section 5.1, this Section 8.2, Section 8.3 and Article IX shall survive the termination of this Agreement and shall remain in full force and effect, (b) the Confidentiality Agreement shall survive the termination of this Agreement and shall remain in full force and effect in accordance with its terms and (c) the termination of this Agreement shall not relieve any Party from any liability for Fraud or Willful Breach of this Agreement prior to such termination (it being acknowledged and agreed that, in the case of any such liability of Parent or Purchaser, the damages recoverable by the Company shall not be limited to reimbursement of expenses or out-of-pocket costs and may include, to the extent proven and awarded by a court of competent jurisdiction, the loss of the benefits of the bargain lost by the Company's stockholders (including any lost stockholder premium), which shall be deemed to be damages of the Company and shall be recoverable by the Company on behalf of its stockholders.

8.3 Expenses; Termination Fee.

(a) Except as set forth in this Section 8.3 or as otherwise expressly provided in this Agreement, all fees and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such expenses, whether or not the Offer and Merger are consummated.

(b) The Company shall pay to Parent or its designee the Company Termination Fee by wire transfer of immediately available funds in the event that:

(i) this Agreement is terminated by Parent pursuant to Section 8.1(d);

(ii) this Agreement is terminated by the Company pursuant to Section 8.1(e); or

(iii) each of the following clauses (A), (B) and (C) is satisfied: (A) this Agreement is terminated by Parent or the Company pursuant to Section 8.1(b) or Section 8.1(i) or by Parent pursuant to Section 8.1(f); (B) any Person shall have publicly disclosed a *bona fide* Acquisition Proposal after the date of this Agreement and prior to such termination and such Acquisition Proposal shall not have been irrevocably publicly withdrawn at least three (3) Business Days prior to such termination; and (C) within 12 months of such termination the Company shall have (1) consummated an Acquisition Proposal or (2) entered into a definitive agreement with respect to an Acquisition Proposal (whether or not such Acquisition Proposal is consummated); provided that for purposes of this clause (C) the references to "20%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50.1%".

The Company shall pay to Parent (or its designee) the Company Termination Fee (x) in the event that the Company Termination Fee becomes payable pursuant to Section 8.3(b)(i), within three (3) Business Days after such termination, (y) in the event that the Company Termination Fee becomes payable pursuant to Section 8.3(b)(ii), prior to or concurrently with, and as a condition to the effectiveness of, such termination or (z) in the event that the Company Termination Fee becomes payable pursuant to Section 8.3(b)(iii), within three (3) Business Days following the earlier of consummating or entering into the definitive agreement with respect to the Acquisition Proposal referred to in Section 8.3(b)(iii)(C); it being understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion.

(c) It is agreed that (i) the agreements contained in this Section 8.3 are an integral part of the Transactions; (ii) the damages resulting from the termination of this Agreement under circumstances where the Company Termination Fee is payable are uncertain and incapable of accurate calculation and (iii) without these agreements, the Parties would not enter into this Agreement. Therefore, the Company Termination Fee, as and when required to be paid pursuant to this Section 8.3, will not constitute a penalty but rather, without limiting the liability of the Company or the rights or remedies of Parent in the event of Fraud or Willful Breach of this Agreement, represents a reasonable amount that will compensate Parent in the circumstances (other than Fraud and Willful Breach of this Agreement) in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions.

(d) In the event of any termination described in Section 8.3(b), (i) payment from the Company to Parent of the Company Termination Fee pursuant to Section 8.3(b) (together with any amounts payable pursuant to Section 8.3(e)), shall be the sole and exclusive remedy of Parent, Purchaser or any of their respective Affiliates against the Acquired Companies and any of their respective former, current or future officers, directors, partners, stockholders, managers, members or Affiliates (collectively, "Company Related Parties") for any loss suffered as a result of the failure of the Offer or the Merger to be consummated or for a breach or failure to perform hereunder or otherwise and (ii) on payment of the Company Termination Fee (together with any amounts payable pursuant to Section 8.3(e)), none of the Company Related Parties shall have any further liability or obligation relating to or arising out of this Agreement or the Transactions; provided that nothing in this Section 8.3(d) shall relieve the Company from any liability in the case of, or limit the rights or remedies of Parent or any of its Affiliates in the case of, Fraud or Willful Breach of this Agreement prior to such termination.

(e) If the Company fails to timely pay any amount due pursuant to Section 8.3(b) and, in order to obtain the payment, Parent commences a Legal Proceeding that results in a judgment against the Company, the Company shall pay Parent its reasonable and documented costs and expenses (including reasonable and documented attorneys' fees) in connection with such suit, together with interest on such amount at the prime rate as published in the Wall Street Journal in effect on the date such payment was required to be made through the date such payment was actually received.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Amendment. Prior to the Offer Acceptance Time, this Agreement may be amended by an instrument in writing signed on behalf of each of the Parties, and in each case subject to the approval and authorization requirements applicable with respect to such Party, including approval of the Company Board in the case of the Company. This Agreement may not be amended or supplemented following the Offer Acceptance Time.

9.2 Waiver. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. At any time prior to the Offer Acceptance Time, Parent and Purchaser, on the one hand, and the Company, on the other hand, may, to the extent permissible under applicable Law, (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any breach of the representations and warranties of the other contained herein or in any document delivered pursuant hereto or (c) waive compliance by the other with any of the agreements or covenants contained herein. Any such extension or waiver shall be valid only if it is expressly set forth in a written instrument duly executed and delivered on behalf of the Party or Parties to be bound thereby, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No such extensions or waivers may be made following the Offer Acceptance Time.

9.3 No Survival of Representations and Warranties. None of the representations and warranties contained in this Agreement, the Company Disclosure Letter or in any certificate or schedule or other document delivered by any Person pursuant to this Agreement shall survive the Effective Time.

9.4 Entire Agreement. This Agreement (including its Exhibits and Annexes), the Company Disclosure Letter, the Support Agreements, the Confidentiality Agreement and the Exclusivity Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties and their respective Affiliates, with respect to the subject matter hereof and thereof. All Exhibits and Annexes annexed to this Agreement or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full in this Agreement. For the avoidance of doubt, the Company Disclosure Letter shall not be deemed part of this Agreement for any purpose of the DGCL as provided in Section 268(b) of the DGCL but shall have the effects provided in this Agreement.

9.5 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or by email with .pdf attachments, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

9.6 Applicable Law; Jurisdiction; Specific Performance; Remedies.

(a) This Agreement and all Legal Proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or any of the Transactions shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. In any action or proceeding arising out of or relating to this Agreement or any of the Transactions, (i) each of the Parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of (A) the Court of Chancery of the State of Delaware and any state appellate court therefrom, (B) if (but only if) the court in clause (A) lacks subject matter jurisdiction, the Superior Court of the State of Delaware sitting in New Castle County and any state appellate court therefrom or (C) if (but only if) the courts in clauses (A) and (B) lack subject matter jurisdiction, the United States District Court in the State of Delaware (collectively, the courts described in clauses (A) through (C), the "Delaware Courts") and (ii) each of the Parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such Party is to receive notice in accordance with Section 9.10. Parent hereby irrevocably appoints Purchaser as its agent for service of process in the Delaware Courts, and agrees that service upon Purchaser's registered agent in the State of Delaware shall constitute valid and effective service upon Parent. Each of the Parties irrevocably and unconditionally (1) agrees not to commence any such action or proceeding except in the Delaware Courts, (2) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Delaware Courts, (3) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the jurisdiction or laying of venue of any such action or proceeding in the Delaware Courts and (4) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in the Delaware Courts. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; provided that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

(b) The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (i) the Parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (ii) the right of specific performance is an integral part of the Transactions and without that right, neither the Company nor Parent or Purchaser would have entered into this Agreement. Each of the Parties agrees that it shall not oppose the granting of an injunction, specific performance or other equitable relief on the basis that the other Parties have an adequate remedy at law. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 9.6(b) shall not be required to provide any bond or other security in connection with any such order or injunction.

(c) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH PARTY (I) MAKES THIS WAIVER VOLUNTARILY AND (II) ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 9.6.

9.7 Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights hereunder may be assigned by a Party without the prior written consent of the other Parties, except that Parent or Purchaser may assign this Agreement to any of their respective Affiliates without the consent of the Company as long as such assignment does not impede or delay the consummation of the Transactions or otherwise impede the rights of the stockholders of the Company under this Agreement, it being understood that no such assignment shall relieve Parent of its obligations hereunder. Any attempted assignment of this Agreement or any of such rights in violation of this Section 9.7 shall be void and of no effect.

9.8 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; except for (a) if the Offer Acceptance Time occurs, (i) the right of the Company's stockholders to receive the Offer Price or Merger Consideration, as applicable, pursuant to Article I or Article II following the Offer Acceptance Time or the Effective Time, as applicable, in accordance with the terms of this Agreement, (ii) the right of the holders of Company Options, Company RSUs and Company PSUs to receive the payments contemplated pursuant to Section 2.8 following the Effective Time in accordance with the terms of this Agreement and (iii) the right of the holders of Company Warrants to receive the payments contemplated pursuant to Section 2.9 following the Effective Time in accordance with the terms of this Agreement, (b) the right of the Company, as sole and exclusive agent on behalf of the Company's stockholders, to seek any monetary damages (including monetary damages based on a lost premium of the transactions contemplated by this Agreement to the Company stockholders, to the extent proven), which damages shall be deemed to be damages of the Company, (c) the provisions set forth in Section 6.4, which shall be for the express benefit of the Indemnified Persons or (d) the limitations on liability of the Company Related Parties set forth in Section 8.3(d), which shall be for the express benefit of the Company Related Parties. For the avoidance of any doubt, the rights granted pursuant to clause (b) of this Section 9.8 with respect to the recovery of monetary damages shall only be enforceable on behalf of the Company's stockholders solely by the Company in its sole and absolute discretion, as sole and exclusive agent for the Company's stockholders, and none of the stockholders shall be entitled to directly enforce any rights, or any of the Company's obligations, under this Agreement, it being understood and agreed that any and all interests in the recovery of such losses or any such claim shall attach to the Shares and subsequently be transferred therewith.

9.9 Transfer Taxes. Except as otherwise provided in Section 1.1(i) and 2.6(d), all transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees with respect to the transfer of Shares pursuant to the Offer or the Merger shall be borne by the Company and expressly shall not be a liability of holders of Shares.

9.10 Notices.

(a) All notices and other communications required or permitted to be given to any Party hereunder shall be in writing and shall be deemed properly delivered (i) on the date of delivery if delivered personally, or if by e-mail, on the date of transmittal (provided no "bounce back" or similar message of non-delivery is received with respect thereto) or (ii) on confirmed receipt if delivered by registered or certified mail, return receipt requested, postage prepaid, or by a reputable overnight courier service. All notices or other communications hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as the Party to receive such notice or communication shall have specified in a written notice given to the other Parties:

if to Parent or Purchaser (or following the Effective Time, the Surviving Corporation):

Merck KGaA, Darmstadt, Germany
Frankfurter Strasse 250
64293 Darmstadt, Germany
Attention: Group General Counsel
Email: [***]

with a copy (which shall not constitute notice) to:

Freshfields US LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Attention: Damien R. Zoubek
Jenny E. Hochenberg
Email: damien.zoubek@freshfields.com
jenny.hochenberg@freshfields.com

Freshfields PartG mbB
Große Gallusstraße 14, 60315
Frankfurt am Main, Germany
Attention: Dr. Lars Meyer
Email: lars.meyer@freshfields.com

if to the Company (prior to the Effective Time):

Rapid Micro Biosystems, Inc.
25 Hartwell Avenue
Lexington, MA 02421
Attention: Robert Spignesi
Email: [***]

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: John J. Egan III Tevia K. Pollard
Kathrine Hand
Email: jegan@goodwinlaw.com
tpollard@goodwinlaw.com
khand@goodwinlaw.com

(b) Unless a different deadline for receipt is otherwise specifically provided in this Agreement, in which case such deadline shall apply, (i) if any notice or other communication shall be delivered at or prior to 5 p.m. on a Business Day, such notice or other communication shall be deemed to have been delivered on such Business Day and (ii) if such notice or other communication shall be delivered after 5 p.m. on a Business Day or on a day that is not a Business Day, then such notice or other communication shall be deemed to have been delivered on the following Business Day (in each case, local time of the recipient), as the case may be, and addressed as aforesaid.

9.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

9.12 Obligation of Parent. Parent shall ensure that Purchaser (and, following the Effective Time, the Surviving Corporation) duly performs, satisfies and discharges on a timely basis each of the covenants, obligations and liabilities applicable to Purchaser or the Surviving Corporation, as applicable, under this Agreement, and Parent shall be jointly and severally liable with Purchaser or the Surviving Corporation, as applicable, for the due and timely performance and satisfaction of each of said covenants, obligations and liabilities.

9.13 Construction.

(a) For purposes of this Agreement, whenever the context requires, (i) the singular number shall include the plural, and vice versa, (ii) the masculine gender shall include the feminine and neuter genders, (iii) the feminine gender shall include the masculine and neuter genders and (iv) the neuter gender shall include the masculine and feminine genders.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) All references to days or months shall be deemed references to calendar days or months unless otherwise specified herein.

(d) As used in this Agreement, the word “including” and words of similar import mean including without limiting the generality of any description preceding such term, unless otherwise specified.

(e) The word “or” is used in the inclusive sense (and/or).

(f) “Extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if.”

(g) References to the “date hereof” mean the date of this Agreement.

(h) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" or "Annexes" are intended to refer to Sections of this Agreement and Exhibits or Annexes to this Agreement.

(i) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(j) The term "dollars" and character "$" mean United States dollars.

(k) Any reference to (i) any Contract (including this Agreement) is to the Contract as amended, modified, supplemented, restated, or replaced from time to time (in the case of any Contract, to the extent permitted by the terms thereof and, if applicable, the terms of this Agreement); provided that with respect to any Contract listed in the Company Disclosure Letter, all such amendments, modifications, supplements, or restatements must also be listed in the appropriate section of the Company Disclosure Letter, (ii) any Governmental Body includes any successor to that Governmental Body and (iii) any applicable Law refers to such applicable Law as amended, modified, supplemented, or replaced from time to time (and, in the case of statutes, include any rule and regulation promulgated under such statute) and references to any section of any applicable Law includes any successor to such section (provided, that for purposes of any representation and warranty in this Agreement that is made as of a specific date, references to any Law or Contract shall be deemed to refer to such Law or Contract, as amended, and to any rule or regulation promulgated thereunder, in each case, as of such date).

(l) Documents or other information or materials shall be deemed to have been "made available," "furnished," "provided," or "delivered" by the Company if such documents, information or materials have been delivered to Parent at least 24 hours prior to the execution and delivery of this Agreement by being posted to the virtual data room managed by the Company and hosted by Datasite, or filed with or furnished to the SEC and available on EDGAR on an unredacted basis at least 24 hours prior to the date of this Agreement.

9.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of or related to this Agreement or the Transactions may only be brought against, the Persons expressly named as Parties, and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, stockholder, Affiliate, agent, attorney or other Representative of any Party shall have any liability for any obligations of such Party under this Agreement. Nothing in this Section 9.14 shall limit Section 6.4 or Section 9.12.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

RAPID MICRO BIOSYSTEMS, INC.

By: /s/ Robert Spignesi
Name: Robert Spignesi
Title: President and Chief Executive Officer

MERCK KGAA, DARMSTADT, GERMANY

By: /s/ Tina Sandman
Name: Tina Sandman
Title: Authorized Signatory

By: /s/ Roman Werth
Name: Roman Werth
Title: Authorized Signatory

EMD HOLDINGS NEWCO II, INC

By: /s/ Anthony O'Donnell
Name: Anthony O'Donnell
Title: President

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A and Annex I):

"2018 Warrants" means the warrants to purchase Class A Common Shares issued on April 12, 2018, with an initial exercise price of $1.00 per Class A Common Share.

"2025 Warrants" means the warrants to purchase Class A Common Shares issued on August 8, 2025, with an initial exercise price of $3.35 per Class A Common Share.

"2025 Warrant Cancellation Agreements" means the Waiver and Termination Agreements, dated as of prior to the Effective Time, by and between the Company and the holders of 2025 Warrants signatory thereto.

"Acquired Companies" means, collectively, the Company and the Company Subsidiaries.

"Acquisition Proposal" means any proposal or offer from any Person (other than Parent and its Affiliates) or "group" within the meaning of Section 13(d) of the Exchange Act, relating to, in a single transaction or series of related transactions, any direct or indirect (a) acquisition or license of, or joint venture, partnership or collaboration with respect to, assets of the Company equal to 20% or more of the Company's consolidated assets (measured on a fair market value basis as of the date thereof), (b) issuance or acquisition of 20% or more of the outstanding Company Common Stock, (c) tender offer or exchange offer that, if consummated, would result in any Person or group beneficially owning 20% or more of the outstanding Company Common Stock or (d) merger, consolidation, amalgamation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company that, if consummated, would result in any Person or group, or the stockholders of such Person or group, beneficially owning 20% or more of the outstanding Company Common Stock or 20% or more of the aggregate voting power of the Company, the surviving entity or the resulting direct or indirect parent of the Company or the surviving entity, in each case of the foregoing clauses (a) through (d) other than the Transactions.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by Contract or otherwise.

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

"AI Technology" means any and all technologies, tools, systems or methodologies that involve or implement artificial intelligence (whether generative, predictive, discriminative or otherwise), including machine learning, deep learning, statistical learning algorithms, models (including large language models), neural networks, classifiers and other artificial intelligence tools or methodologies and all algorithms and software implementations of any of the foregoing.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977, the Anti-Kickback Act of 1986 (41 U.S.C. §§ 8701-8707), the UK Bribery Act of 2010, and any other applicable Law relating to prohibiting bribery or corruption, and the related regulations and published interpretations thereunder.

"Black Scholes Value" shall have the meaning set forth in the Series B Common Stock Warrants.

"Business Day" means a day except a Saturday, a Sunday or other day on which banks in New York, New York or Frankfurt, Germany are authorized or required by Laws to remain closed.

"Class A Common Stock" means the Class A Common Stock, $0.01 par value per share, of the Company.

"Class A Common Shares" means shares of Class A Common Stock.

"Class B Common Stock" means the Class B Common Stock, $0.01 par value per share, of the Company.

"Class B Common Shares" means shares of Class B Common Stock.

"Code" means the Internal Revenue Code of 1986.

"Company Common Stock" means the Class A Common Stock and the Class B Common Stock.

"Company Credit Agreement" means the Loan and Security Agreement, dated as of August 8, 2025, among the Company, as borrower, Trinity Capital Inc., as administrative agent and collateral agent, and the lenders from time to time party thereto.

"Company Data" means all data maintained by or on behalf of the Acquired Companies, whether or not in electronic form, including all Personal Information.

"Company Disclosure Letter" means the disclosure letter that has been prepared by the Company and delivered by the Company to Parent on the date of the Agreement.

"Company Equity Awards" means, collectively, the Company Options, the Company RSUs and the Company PSUs.

"Company Equity Plan" means, collectively, the Company's 2010 Stock Option and Grant Plan, the Company's 2021 Incentive Award Plan, and the Company's 2023 Inducement Plan, in each case including any sub-plans thereunder, and in each case as amended from time to time (but shall not include the Company ESPP).

"Company ESPP" means the Company's 2021 Employee Share Purchase Plan, as amended from time to time.

"Company IP" means all Intellectual Property Rights that are (a) owned or purported to be owned (whether solely or jointly with others) by the Acquired Companies ("Owned IP"), (b) exclusively in-licensed by the Acquired Companies ("Exclusively In-Licensed IP") or (c) non-exclusively in-licensed by the Acquired Companies and material to their businesses as currently conducted and as currently contemplated to be conducted (including the research, development, manufacture, commercialization or other exploitation of any Company Product) (such Intellectual Property Rights described in this clause (c), together with the Exclusively In-Licensed IP, the "Licensed IP"). For purposes of this Agreement, "purported to be owned" means, with respect to any Intellectual Property Right, that such Intellectual Property Right is claimed as being owned by any Acquired Company, even though such Acquired Company (i) is not listed as the owner of record of such Intellectual Property Right filed, registered or recorded with a Governmental Body for the purposes of establishing or providing notice of ownership of such Intellectual Property Right or (ii) has not secured a written invention assignment or other assignment from the Person who created or developed, or contributed to the creation or development of, such Intellectual Property Right for or for the benefit of such Acquired Company.

"Company IT Assets" means computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment, systems and Software, and all associated documentation, owned by any Acquired Company or licensed, leased or otherwise used by any Acquired Company (excluding any public networks).

"Company Option" means each option to purchase shares of Company Common Stock granted under a Company Equity Plan or otherwise.

"Company Preferred Stock" means the preferred stock, $0.01 par value per share, of the Company.

"Company Product" means each product, product candidate, prototype, platform, system, instrument, device, hardware, consumable, cassette, media, filtration unit, kit, or lid, together with any Software, firmware, algorithms, image-processing tools or digital solutions that is being or has been researched, tested, developed, designed, manufactured, validated, commercialized, marketed, licensed, serviced, sold, offered for sale or distributed by or on behalf of an Acquired Company, and any data that is generated, collected, processed, stored or used in connection with any of the foregoing, including (a) the Growth Direct System Platform; (b) the Acquired Companies' proprietary consumables, including, without limitation, the Growth Direct® System cassettes; and (c) any installation, validation or maintenance services provided by or on behalf of an Acquired Company to any third party in connection with such third party's use of the Growth Direct System Platform.

"Company PSU" means a restricted stock unit granted under a Company Equity Plan or otherwise that is subject to both time-based and performance-based vesting restrictions.

"Company RSU" means a restricted stock unit granted under a Company Equity Plan or otherwise which is subject only to time-based vesting restrictions.

"Company Service Provider" means any current or former employee, director, officer, individual independent contractor or other individual service provider of any Acquired Company.

"Company Termination Fee" means a cash amount equal to $1,573,000.

"Company Warrants" means, collectively, the 2018 Warrants, the 2025 Warrants, the Pre-Funded Warrants, the Series A Common Stock Warrants, the Series B Common Stock Warrants, the Converted Series A-1 Preferred Stock Warrants, the Converted Series B-1 Preferred Stock Warrants and the Converted Series C-1 Preferred Stock Warrants.

"Consent" means any approval, consent, ratification, permission, waiver or authorization.

"Contract" means, with respect to any Person, any legally binding contract, lease, license, indenture, note, bond, agreement, concession, franchise or other instrument to which such Person or its Subsidiaries are a party or by which any of their respective properties or assets are bound.

"Converted Series A-1 Preferred Stock Warrants" means the warrants to purchase shares of Company Preferred Stock designated as series A1, with an initial exercise price of $0.01 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $0.05 per share on July 14, 2021.

"Converted Series B-1 Preferred Stock Warrants" means the warrants to purchase shares of Company Preferred Stock designated as series B1, with an initial exercise price of $0.01 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $0.05 per share on July 14, 2021.

"Converted Series C-1 Preferred Stock Warrants" means the warrants to purchase shares of Company Preferred Stock designated as series C1, with an initial exercise price of $1.15 per share, which were converted into warrants to purchase Class A Common Shares with an exercise price of $5.75 per share on July 14, 2021.

"Data Protection Laws" shall mean any Laws applicable to the Acquired Companies relating to the Processing of data (including Personal Information), data privacy, data protection, data security, cross-border data transfers and data breach notification and any binding guidance issued by a Governmental Body that pertains to the foregoing Laws.

"Data Protection Requirements" shall mean (a) all applicable Data Protection Laws, (b) the Acquired Companies' published privacy policies and notices relating to data privacy, data protection, data security or their Processing of Personal Information, (c) any industry standards or self-regulatory frameworks that are binding on the Acquired Companies relating to data privacy, data protection or data security (including the Payment Card Industry Data Security Standard, if applicable), and (d) the data privacy, data protection and data security requirements of any Contract pursuant to which the Acquired Companies are parties or are otherwise bound.

"Determination Notice" is defined in Section 6.1(b)(i) of the Agreement.

"DGCL" means the Delaware General Corporation Law.

"DSP" has the meaning set forth in Section 3.12(b).

"Employee Plan" means any (a) "employee benefit plan" (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) and (b) employment, individual consulting, salary, bonus, vacation, paid time off, sick, holiday, deferred compensation, equity or equity-based compensation, change in control, retention, incentive compensation, stock purchase, stock option, severance pay, termination pay, death and disability benefits, hospitalization, medical, welfare, fringe, life or other insurance, flexible benefits, supplemental unemployment benefits, profit-sharing, pension or retirement plan, policy, program, practice, Contract, agreement or arrangement and any other benefit or compensation plan, policy, program, practice, Contract, agreement or arrangement, in each case whether or not in writing and whether or not funded, and in each case that is (i) sponsored, maintained, contributed to or required to be contributed to by any Acquired Company, (ii) for the benefit of any Company Service Provider, or (iii) with respect to which any Acquired Company has or could have any actual or contingent liability, including on account of at any time being considered a single employer with any other Person under Section 414 of the Code, in each case other than any plan, program, policy, agreement or arrangement sponsored solely by a Governmental Body and to which any Acquired Company or its Affiliates do not contribute more than the minimum amounts required by applicable Law. For clarity, "Employee Plans" includes "Company Equity Plans."

"Encumbrance" means any lien, pledge, hypothecation, mortgage, security interest, encumbrance, license, sublicense, right of first or last refusal, right of first negotiation, covenant not to sue, exercise or enforce, option to license, put right, preemptive right or similar restriction of any nature.

"Environmental Law" means any federal, state, local or foreign Law relating to pollution or protection of human or worker health (as such relates to exposure to Hazardous Materials), the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or natural resources, including any law or regulation relating to emissions, discharges, Releases or threatened Releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Equity Securities" means, collectively, with respect to any Person, all shares of capital stock and other voting or equity securities or interests of such Person, including (i) any options, warrants or other rights to acquire or receive any shares of capital stock or other equity securities or interests of such Person, (ii) any other securities convertible into or exercisable for any shares of capital stock or other equity securities or interests of such Person and (iii) any "phantom" stock, profits interests, stock appreciation rights, profit participation rights or similar rights to acquire, receive or participate in the equity, profits or appreciation of such Person or any other equity-based awards.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exclusivity Agreement" means that certain Exclusivity Agreement, dated as of November 7, 2026, by and between the Company and Parent.

"FDA" means the U.S. Food and Drug Administration.

"FDCA" means the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.), and all regulations promulgated by FDA thereunder, and any comparable state, local, federal, or foreign Laws.

"Fraud" shall mean, with respect to any Person and this Agreement, an actual and intentional common law fraud under Delaware law by such Person with respect to the making of any representation or warranty in this Agreement; provided that "Fraud" shall not include any claim for equitable fraud, promissory fraud, unfair dealings fraud or any torts based on negligence or recklessness.

"Generative AI" means generative AI Technology or similar tools capable of automatically producing various types of content (such as source code, text, images, audio and synthetic data) based on user-supplied prompts.

"Governmental Authorization" means any approval, permit, license, certificate, franchise, permission, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature, including any governmental division, department, agency, commission, instrumentality, official, ministry, fund, foundation, center, organization, unit or body and (d) any court, arbitrator or arbitral body (public or private) or other tribunal.

"Growth Direct System Platform" means the Acquired Companies' proprietary technology platform, including (a) any Software, firmware, algorithms, image-processing tools or digital solutions incorporated therein and (b) any data that is generated, collected, processed, stored or used in connection therewith, that automates the compendial method of quality control microbiology testing for various applications, known as of the date of this Agreement as Growth Direct System®.

"Harmful Code" shall mean defects, bugs, Trojan horses, worms, viruses, back doors, disabling codes or instructions, spyware, ransomware, malicious code or programming routines designed or intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or Personal Information, or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data, Personal Information or other materials.

"Hazardous Materials" means any waste, material, or substance that is listed, regulated or defined under any Environmental Law and includes any pollutant, hazardous substance, hazardous waste, special waste, solid waste, asbestos, toxic mold, radioactive material, per- or poly-fluoroalkyl substances, polychlorinated biphenyls, or petroleum or petroleum-derived substances or wastes.

"Indebtedness" means, without duplication, (a) any indebtedness for borrowed money, (b) any obligations evidenced by notes, bonds, debentures or similar instruments, (c) any obligations for capitalized leases or to pay the deferred and unpaid purchase price of property or equipment (which, for the avoidance of doubt, shall not include obligations to pay rent (including any guarantee to pay the rent of any Acquired Company) ("Rent Obligations") or any other payment obligations other than Rent Obligations ("Non-Rent Obligations") under leases of any Leased Real Property except to the extent such Non-Rent Obligations would otherwise constitute Indebtedness under any other subsection of this definition of "Indebtedness"), (d) any obligations under foreign exchange Contracts, swaps (including interest rate and currency swaps), options, derivatives, collars, caps and other hedging Contracts or arrangements, (e) any reimbursement obligations in respect of letters of credit, bank guarantees, performance bonds, surety bonds and bankers' acceptances (in each case, to the extent drawn), (f) any guaranty of any such obligations described in clauses (a) through (e) of any third party, and (g) any obligations described in clauses (a) through (f) that are secured by Encumbrance on any of the assets of the Acquired Companies, whether or not assumed (and for the avoidance of doubt, accounts payable to trade creditors, accrued expenses and obligations solely among the Acquired Companies, in each case, arising in the ordinary course of business shall not constitute Indebtedness).

"Insurance Policies" means any fire and casualty, property, general liability, business interruption, product liability, sprinkler and water damage, workers' compensation and employer liability, directors, officers and fiduciaries policies and other liability insurance policies, and fidelity, crime or financial institution bonds, including any reinsurance policies and self-insurance programs and arrangements.

"Intellectual Property Rights" means all past, present, and future intellectual property and industrial property rights of every kind and description, whether registered or unregistered, throughout the world, including all U.S. and foreign (a) patents, patent applications, provisional patent applications, utility models of any kind, statutory invention registrations, inventions, discoveries and invention disclosures (whether or not patented), industrial property rights, and similar instruments and all related continuations, continuations-in-part, divisionals, renewals, reissues, re-examinations, substitutions, and extensions thereof and any foreign equivalents of the foregoing (including certificates of invention and any applications therefor) ("Patents"), (b) trademarks, service marks, names, corporate names, trade names, Internet domain names, logos, slogans, trade dress, uniform resource locators, social and mobile media identifiers, certification marks, collective marks, d/b/a's, packaging design, symbols, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, and all applications and registrations for the foregoing and all renewals thereof ("Trademarks"), (c) copyrights, mask works, industrial designs, rights in works of authorship and copyrightable subject matter (including all forms and types of computer software, including all Source Code, applications, object code, firmware, development tools, files, databases, compilations of information, records and data, and all documentation related to any of the foregoing) and all applications and registrations for the foregoing and all renewals, restorations and extensions thereof and all common law rights and moral rights therein ("Copyrights"), (d) trade secrets, proprietary or confidential information and ideas, know-how, inventions, proprietary processes, formulae, methods, procedures, specifications, techniques, processes, models, and methodologies and rights in designs, databases, data or collections and compilations of data ("Know-How"), (e) software, including Source Code, object code, algorithms, machine learning, executable code, systems, network tools, technical data, technical databases, applications, firmware ("Software") and all related documentation, including all intellectual property rights therein, (f) other proprietary rights in intellectual property of every kind and nature throughout the world, (g) rights of privacy and publicity and (h) all rights, whether past, present, or future, to prosecute and perfect any of the foregoing through administrative prosecution, registration, recordation or other administrative proceeding, and all causes of action and rights to sue or seek other remedies arising from or relating to any of the foregoing.

"Intervening Event" means any event, occurrence, circumstance, change, development or effect (each, an "Effect") that arises or occurs after the date of this Agreement that (a) was not known or reasonably foreseeable to the Company Board as of the date of this Agreement (or, if known by the Company Board, the consequences of which were not known or reasonably foreseeable by the Company Board as of the date of this Agreement), (b) does not relate to (i) any Acquisition Proposal or any inquiry, proposal or offer that constitutes or could reasonably be expected to lead to an Acquisition Proposal, (ii) any change, in and of itself, in the stock price of the Company or trading volume of the Shares (provided, that the underlying reasons for such change may constitute an Intervening Event), or (iii) the fact that, in and of itself, the Company exceeds any internal or published industry analyst projections or forecasts or estimates of revenues or earnings (provided, that the underlying reasons for such fact may constitute an Intervening Event) and (c) did not primarily result from any breach by the Company of this Agreement.

"Knowledge" (a) of the Company means, with respect to any matter in question, the actual knowledge of any of the individuals set forth on Section A of the Company Disclosure Letter after making reasonable inquiry of such individual's direct reports and (b) of any other Person means, with respect to any matter in question, the actual knowledge of any of such Person's executive officers.

"Law" means any federal, state, local, municipal, foreign or other law, statute, constitution, resolution, ordinance, common law, code, edict, decree, rule, regulation, ruling, executive order, or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (or under the authority of Nasdaq or another stock exchange).

"Legal Proceeding" means any claim, action, charge, suit, complaint, investigation, audit, prosecution, litigation, arbitration or other similar proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) commenced, brought, conducted or heard by or before any Governmental Body.

"Material Adverse Effect" means any Effect that, individually or taken together with all other Effects, has had or would reasonably be expected to have a material adverse effect on the business, assets, condition (financial or otherwise) or results of operations of the Company and the Company Subsidiaries, taken as a whole. None of the following Effects (in each case, by themselves or when aggregated) will be deemed to be or constitute a Material Adverse Effect or will be taken into account when determining whether a Material Adverse Effect has occurred, or would reasonably be expected to occur (subject to the limitations set forth below):

(i) general economic Effects anywhere in the world, or Effects in the global economy generally;

(ii) any Effects generally affecting the financial markets, credit markets, equity markets, debt markets, currency markets or capital markets anywhere in the world, including (A) changes in interest rates or credit ratings; (B) changes in exchange rates; or (C) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market;

(iii) any Effects generally affecting the industries in which the Company and the Company Subsidiaries conduct business or in any specific jurisdiction or geographical area in which the Company and the Company Subsidiaries conduct business, or changes in such Effects;

(iv) any general regulatory, legislative or political Effects anywhere in the world;

(v) any geopolitical Effects, outbreak of hostilities, armed conflicts, protests, strikes, work stoppage, civil unrest, civil disobedience, acts of war, sabotage, terrorism or military actions (including, in each case, any escalation or worsening of any of the foregoing) anywhere in the world, including an outbreak or escalation of hostilities involving any Governmental Body or the declaration by any Governmental Body of a national emergency or war;

(vi) any earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wildfires, nuclear incidents, foreign or domestic social protest or social unrest (whether or not violent), or other natural disasters, weather conditions, power outages or other force majeure events anywhere in the world (or changes in any such events or occurrences, including, in each case, the response of any Governmental Body);

(vii) any pandemics, epidemics, plagues, contagious disease outbreaks or other comparable events (including quarantine restrictions mandated or recommended by any Governmental Body), or changes in any such events or occurrences;

(viii) inflation, or any changes in the rate of increase or decrease of inflation anywhere in the world;

(ix) the imposition of, or changes in, any tariffs, sanctions or trade policies or similar Law, directive, Order or policy;

(x) any cybercrime or cyberterrorism that is not specifically targeted at the Company or the Company Subsidiaries;

(xi) any change in the cash position of the Acquired Companies, in and of itself, which results from operations in the ordinary course of business;

(xii) any changes or proposed changes in GAAP or any other accounting standards or requirements or any changes or proposed changes in Law (or the enforcement or official interpretation of any of the foregoing), including, in each case after the date hereof;

(xiii) the negotiation, execution, delivery or announcement of this Agreement or the consummation of the Transactions, including the impact of any of the foregoing on the relationships, contractual or otherwise, of the Company and the Company Subsidiaries with employees (including any employee attrition resulting therefrom), Governmental Bodies or any other third Person (provided that the exception in this clause shall not apply to any representation or warranty that addresses the consequences resulting from the execution or delivery of this Agreement or the consummation of the Transactions);

(xiv) any action taken or refrained from being taken, in each case that Parent has expressly approved, consented to or requested in writing (including by email) following the date of this Agreement (to the extent consistent with the terms and conditions of any such approval, consent or request);

(xv) any changes in the price or trading volume of the Company Common Stock, in and of itself (it being understood that the cause of or underlying reasons for such change may be deemed to constitute, in and of itself, a Material Adverse Effect and may be taken into consideration when determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent not otherwise excluded under this definition);

(xvi) any failure, in and of itself, by the Company or the Company Subsidiaries to meet (A) any public estimates or expectations of the Company's revenue or earnings or other financial performance or results of operations for any period; or (B) any budgets, plans, projections or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that the cause of or underlying reasons for any such failure in clause (A) or (B) may be deemed to constitute, in and of itself, a Material Adverse Effect and may be taken into consideration when determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent not otherwise excluded under this definition);

(xvii) any Transaction Litigation, including any demand or Legal Proceeding for appraisal of the fair value of any shares of Company Common Stock;

(xviii) any breach by Parent or Purchaser of this Agreement; or

(xix) the identity of Parent or Purchaser or their respective Affiliates;

provided, however, that if any Effect referred to in clauses (i) through (xii) above has had or would reasonably be expected to have a disproportionate adverse effect on the Company and the Company Subsidiaries, taken as a whole, relative to other companies operating in the industries in which the Company and the Company Subsidiaries operate, the incremental disproportionate adverse impact may be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur.

"Nasdaq" means The NASDAQ Capital Market.

"Offer Commencement Date" means the date on which Purchaser commences the Offer, within the meaning of Rule 14d-2 under the Exchange Act.

"Open Source Code" means any Software, algorithm, code or data library that is licensed (a) as freeware, shareware, community-source software, open-source software or similar licensing models, (b) under a license identified as an open source license by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (www.opensource.org/osd) or (c) under a license or agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, incorporated, integrated, combined or distributed with or otherwise bundled with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind or (iv) redistributable at no charge. For the avoidance of doubt, Open Source Code includes Software licensed or distributed under any of the following licenses or distribution model terms: GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), the Artistic License (*e.g.*, PERL), the Mozilla Public License, the BSD License and the Apache License.

"Order" means any order, judgment, writ, award, decision, decree, injunction or ruling of any Governmental Body (whether temporary, preliminary or permanent) that is binding on any Person or its property under applicable Law.

"Organizational Documents" means (a) with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as applicable, and bylaws, or comparable documents, (b) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (c) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, or comparable documents, (d) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document or comparable documents and (e) with respect to any other Person that is not an individual, its comparable organizational documents.

"Parent Material Adverse Effect" means any Effect that, individually or in the aggregate, would reasonably be expected to impair, prevent or materially delay Parent's or Purchaser's ability to consummate the Transactions on the terms set forth herein.

"Parties" means Parent, Purchaser and the Company.

"Payoff Debt" means all Indebtedness of the Company and its Subsidiaries under the Company Credit Agreement and any other Indebtedness of the Company or any of its Subsidiaries identified by Parent in writing to the Company at least ten (10) Business Days prior to the then-scheduled Expiration Time, in each case including any accrued and unpaid interest, fees and other expenses, and any prepayment penalties, premiums or fees, breakage amounts and any other amounts payable in connection with repayment, prepayment, termination, satisfaction or discharge of such Indebtedness.

"Permitted Encumbrance" means (a) any Encumbrance for Taxes that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP and (i) that are not due and payable or (ii) the validity of which is being contested in good faith by appropriate proceedings, (b) any Encumbrance representing the rights of customers, suppliers and subcontractors in the ordinary course of business under the terms of any Contracts to which the relevant Party is a party or under general principles of commercial or government contract law (including mechanics', materialmen's, carriers', workmen's, warehousemen's, repairmen's, landlords' and similar liens granted or that arise in the ordinary course of business) for which adequate reserves have been established in accordance with GAAP and (i) that are not due and payable or (ii) the validity of which is being contested in good faith by appropriate proceedings, (c) any interest or title of a lessor under leases (other than capital leases) entered into by the Company or any Company Subsidiary in the ordinary course of business, and any Encumbrance related thereto, for which adequate reserves have been established in accordance with GAAP and (i) that are not due and payable or (ii) the validity of which is being contested in good faith by appropriate proceedings, (d) non-exclusive licenses of, or other non-exclusive grants of rights with respect to, Intellectual Property Rights entered into in the ordinary course of business where the grant of rights in, to or under such Intellectual Property Rights is incidental, and not material, to any performance of services under the agreement, (e) in the case of real property, Encumbrances that are easements, rights-of-way, encroachments, restrictions, conditions and other similar Encumbrances incurred or suffered in the ordinary course of business and that, individually or in the aggregate, do not and would not materially impair the use (or contemplated use), utility or value of the applicable real property or otherwise materially impair the present or contemplated business operations at such location and that are not for the borrowing of money, or zoning, entitlement, building and other land use regulations imposed by Governmental Bodies having jurisdiction over such real property or that are otherwise set forth on a title report and that are not for the borrowing of money, (f) in the case of any Equity Securities, Encumbrances that are or arise from transfer restrictions of general applicability as may be provided under the Securities Act or applicable securities laws and (g) deposits made in the ordinary course of business and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security.

"Person" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society, Governmental Body or other enterprise, association, organization or entity.

"Personal Information" means (a) any data or information in any medium that, alone or in combination with other information, identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be used to identify an individual, household, or device, including any sensitive or special categories of personal information and (b) any data or information that otherwise is "personal information," "personal data," "personally identifiable information," "protected health information" or any similar term under applicable Law.

"Pre-Funded Warrants" means the pre-funded warrants to purchase Class A Common Shares issued by the Company on May 20, 2026, with an initial exercise price of $0.01 per Class A Common Share.

"Processing" shall mean, with respect to data, the access, use, collection, receipt, treatment, processing, aggregation, storage, hosting, recording, organization, adaptation, alteration, transfer (including any cross-border transfer), retrieval, transmittal, consultation, disclosure, dissemination, erasure, destruction, anonymization, disposal or combination of such data, in each case whether or not by automated means.

"Release" means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, or migration of Hazardous Materials from any source into or upon the environment, including the air, soil, surface water or groundwater.

"Representatives" means officers, directors, employees, attorneys, accountants, investment bankers, consultants, agents, financial advisors, other advisors and other representatives.

"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.

"Series A Common Stock Warrants" means the warrants to purchase Class A Common Shares issued by the Company on each of May 20, 2026 and May 29, 2026, with an initial exercise price of $1.955 per Class A Common Share.

"Series B Common Stock Warrants" means the warrants to purchase Class A Common Shares issued by the Company on each of May 20, 2026 and May 29, 2026, with an initial exercise price of $2.34 per Class A Common Share.

"Source Code" means software source code or database specifications or designs, in other than object code form, including related programmer comments and annotations, help text, data and data structures, instructions and procedural, object-oriented and other code or any material proprietary information or algorithm contained in any software source code or database specifications or designs, which may be printed out or displayed in human readable form.

"Subsidiary" means, with respect to any Person, any other Person (other than a natural Person) of which securities or other ownership interests (a) having ordinary voting power to elect at least a majority of the board of directors, managers or trustees, or other Persons performing similar functions or (b) representing more than 50% of such securities or ownership interests, in each case, are at the time directly or indirectly owned or controlled by such first Person.

"Superior Proposal" means any *bona fide* written Acquisition Proposal that was first made after the date of this Agreement and that was not solicited in breach in any material respect of Section 5.3, on terms that the Company Board (or a duly authorized committee thereof) has determined in good faith (after consultation with its financial advisors and outside legal counsel) (i) would be more favorable, from a financial point of view, to the Company's stockholders (in their capacity as such) than the Transactions (taking into account any revisions to this Agreement agreed to by Parent) and (ii) is reasonably likely to be consummated in accordance with the terms of such Acquisition Proposal, in the case of clauses (i) and (ii) taking into account (A) the identity of the Person making the proposal and (B) all legal, financial (including the financing terms), regulatory, timing and other aspects of such Acquisition Proposal that the Company Board (or the applicable duly authorized committee thereof) deems relevant in good faith. For purposes of the reference to an "Acquisition Proposal" in this definition, all references to "20%" in the definition of "Acquisition Proposal" will be deemed to be references to "50.1%."

"Takeover Laws" means any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transactions," or "business combination statute or regulation" or other similar state anti-takeover laws and regulations (including, for the avoidance of doubt, Section 203 of the DGCL).

"Tax" means any federal, state, local, or foreign or other tax (including any net income tax, gross income tax, franchise tax, capital gains tax, gross receipts tax, gross profits tax, branch profits tax, value-added tax, surtax, estimated tax, employment tax, unemployment tax, national health insurance tax, excise tax, alternative or minimum tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, service tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, duty (including any customs duty) or other tax or charge of any kind whatsoever, imposed, assessed or collected by or under the authority of any Governmental Body, together with any interest, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon, with respect thereto, or related thereto.

"Tax Return" means any return (including any information return), report, statement, declaration, estimate, schedule, form, election, certificate or other document or information filed or required to be filed with any Governmental Body in connection with the determination, assessment, collection or payment of any Tax and any attachments thereto or amendments thereof.

"Transaction Litigation" means any Legal Proceeding commenced or threatened against a Party or any of its Subsidiaries, Affiliates, directors, officers or employees, in each case in connection with, arising from or otherwise relating to the Transactions or this Agreement or the Support Agreement or any other ancillary agreement hereto or thereto, including any Legal Proceeding alleging or asserting any misrepresentation or omission in the Offer Documents or the Company Disclosure Documents or any other communications to the Company's stockholders, in each case other than any Legal Proceedings among the Parties or their respective Affiliates related to this Agreement or the Support Agreement or any other ancillary agreement hereto or thereto or the Transactions.

"Transactions" means all of the transactions contemplated by the Agreement, including the Offer and the Merger.

"Treasury Regulations" means the U.S. Treasury regulations issued pursuant to the Code.

"Warrant Consideration" means, collectively, the cash consideration payable in respect of any Company Warrants pursuant to Section 2.9(a), 2.9(b), 2.9(d), 2.9(e), 2.9(f), or 2.9(g), in each case to the extent such consideration is a positive amount.

"Willful Breach" means a material breach of this Agreement that is a consequence of an intentional act or an intentional omission undertaken by the breaching party with the knowledge that the taking of, or failure to take, such act would, or would reasonably be expected to, cause or constitute a breach of the Agreement.

The following capitalized terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each of the capitalized terms below:

Term	Section Reference
Acceptable Confidentiality Agreement	5.3(a)
Agreement	Preamble
BIS	3.15(a)
Book-Entry Shares	2.6(b)
Capitalization Date	3.4(a)
Certificate	2.6(b)
Certificate of Merger	2.3(b)
Closing	2.3(a)
Closing Date	2.3(a)
Company	Preamble
Company Adverse Recommendation Change	6.1(a)
Company Board	Recitals
Company Board Recommendation	Recitals
Company Disclosure Documents	3.6(a)
Company Related Parties	8.3(d)
Company Returns	3.19(a)
Company SEC Documents	3.5(a)
Company Subsidiary	3.1(b)
Confidentiality Agreement	5.1
Continuing Employee	6.3(a)
Copyrights	Exhibit A
D&O Tail Policy	6.3(b)
Delaware Courts	9.6(a)
Depositary Agent	2.6(a)
Determination Notice	6.1(b)(i)
Dissenting Shares	2.7
DTC	2.6(b)
Effect	Exhibit A
Effective Time	2.3(b)
End Date	3.13(a)
Enforceability Exceptions	3.2(a)
Excluded Shares	2.5(a)(ii)
Exclusively In-Licensed IP	Exhibit A
Expiration Time	1.1(c)
Extension Deadline	1.1(c)
Final Purchase Date	2.8(e)

GAAP	3.5(b)
Healthcare Regulatory Authority	3.15(b)
IHCTOA	3.15(a)
Incidental Contracts	3.13(a)
Indemnified Persons	6.4(a)
Initial Expiration Time	1.1(c)
IT Systems	3.12(a), 3.12(a)
Know-How	Exhibit A
Lease Agreements	3.10(b)
Leased Real Property	3.10(b)
Legal Restraint	Annex I
Licensed IP	Exhibit A
Material Contract	3.13(a)
Maximum Amount	6.4(b)
Merger	Recitals
Merger Consideration	2.5(a)(iii)
Minimum Condition	Annex I
Non-U.S. Employee Plan	3.21(a)
OFAC	3.15(a)
Offer	Recitals
Offer Acceptance Time	1.1(h)
Offer Conditions	1.1(b)
Offer Documents	1.1(e)
Offer Price	Recitals
Offer to Purchase	1.1(b)
Owned IP	Exhibit A
Parent	Preamble
Parent Cash-Based Option Award	2.8(a)(ii)
Parent Cash-Based PSU Award	2.8(c)(ii)
Parent Cash-Based RSU Award	2.8(b)(ii)
Patents	Exhibit A
Paying Agent	2.6(a)
Payment Fund	2.6(a)
Payoff Amount	6.13
Payoff Letter	6.13
Pre-Closing Period	5.1
Pre-Funded Warrant Shares	2.9(d)
Purchaser	Preamble
PWP	3.26
Registered Company IP	3.11(a)
Schedule 14D-9	1.2(a)
Severance Plan	6.3(g)
Shares	Recitals
Software	Exhibit A
Stockholder List Date	1.2(b)
Support Agreement	Recitals
Supporting Stockholders	Recitals
Surviving Corporation	Recitals
Tendered Shares	2.5(a)(ii)
Termination Condition	Annex I
Trade Control Laws	3.15(a)
Trademarks	Exhibit A

ANNEX I

CONDITIONS TO THE OFFER

The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is subject to the satisfaction or waiver in writing by Parent and Purchaser (to the extent waivable by Parent and Purchaser) of the conditions set forth in clauses (a) through (g) below. Notwithstanding any other provision of the Offer or the Agreement to the contrary, Purchaser shall not be required to accept for payment or (subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act) pay for any tendered Shares at any scheduled Expiration Time (subject to any extensions of the Offer pursuant to Section 1.1(c) of the Agreement), if any of the conditions set forth below shall not be satisfied or waived in writing by Parent and Purchaser (to the extent waivable by Parent and Purchaser) as of the Expiration Time:

(a) there shall have been validly tendered (and not validly withdrawn) Class A Common Shares that, considered together with all other Class A Common Shares (if any) owned by Parent and its "affiliates" (as such term is defined in Section 251(h)(6) of the DGCL), but excluding Class A Common Shares that have not yet been received (as such term is defined by Section 251(h)(6) of the DGCL), would represent one more Class A Common Share than 50% of the total number of (i) Class A Common Shares issued and outstanding as of immediately following the "consummation" of the Offer (as such term is defined in Section 251(h)(6) of the DGCL) plus (ii) without double counting any shares set forth in the preceding clause (i), any Pre-Funded Warrant Shares (the "Minimum Condition"); provided that for purposes of determining whether the Minimum Condition has been satisfied, the Parties shall exclude Class A Common Shares tendered in the Offer that have not yet been "received" by the "depositary" (as such terms are defined in Section 251(h)(6) of the DGCL);

(b) (i) the representations and warranties of the Company set forth in the first two sentences of Section 3.1(a) (Organization; Subsidiaries) and each of the representations and warranties of the Company set forth in Section 3.1(c) (Organization; Subsidiaries), Section 3.1(d) (Organization; Subsidiaries), Section 3.2 (Due Authorization; Due Execution; Enforceability), Section 3.3(a)(i) (Non-Contravention; Consents), the portions of Section 3.4 (Capitalization) not addressed by clause (b)(iii) below, Section 3.25 (Takeover Laws), Section 3.26 (Opinion of Financial Advisor) and Section 3.27 (Brokers and Other Advisors) of the Agreement shall be accurate (A) to the extent any such representations and warranties are qualified by "Material Adverse Effect" or "materiality" qualifications in the text thereof, in all respects and (B) otherwise, in all material respects, in each case as of the date of the Agreement and as of the Expiration Time as if made on and as of the Expiration Time (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representations and warranties shall be so accurate as of such date); (ii) the representations and warranties of the Company set forth in Section 3.7(b) (Absence of Changes; No Material Adverse Effect) of the Agreement shall be accurate in all respects as of the date of the Agreement and as of the Expiration Time as if made on and as of the Expiration Time; (iii) the representations and warranties of the Company set forth in Section 3.4(a) (Capitalization), Section 3.4(b) (Capitalization), Section 3.4(d) (Capitalization), Section 3.4(g) (Capitalization) and Section 3.5(h)(i)(B) (Financial Statements) of the Agreement shall be accurate in all respects, except for *de minimis* inaccuracies, as of the date of the Agreement and as of the Expiration Time as if made on and as of the Expiration Time (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representations and warranties shall be so accurate as of such date); and (iv) the representations and warranties of the Company set forth in the Agreement (other than those referred to in clauses (i), (ii) and (iii) above) shall be accurate (without taking into account any "Material Adverse Effect" or "materiality" qualifications contained in such representations and warranties) as of the date of the Agreement and as of the Expiration Time as if made on and as of the Expiration Time (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representations and warranties shall be so accurate as of such date), except where the failure of such representations and warranties to be so accurate would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(c) the Company shall have complied with and performed in all material respects each of the covenants and other obligations it is required to comply with or perform at or prior to the Expiration Time (or any failure to comply or perform shall have been cured by such time);

(d) since the execution and delivery of the Agreement, there shall not have occurred any Material Adverse Effect that is continuing as of the Expiration Time;

(e) Parent and Purchaser shall have received a certificate executed on behalf of the Company by the Company's Chief Executive Officer or Chief Financial Officer certifying that the conditions set forth in clauses (b), (c) and (d) of this Annex I have been satisfied;

(f) there shall not have been issued by any Governmental Body of competent jurisdiction and remain in effect any Order, nor shall any Law have been promulgated, enacted, issued or deemed applicable to the Offer or the Merger by any Governmental Body that remains in effect, in each case that prohibits or makes illegal the consummation of the Offer or the Merger (any such Order or Law, a "Legal Restraint"); and

(g) the Agreement shall not have been terminated in accordance with its terms (the "Termination Condition").

The foregoing conditions are for the sole benefit of Parent and Purchaser and (except for the Minimum Condition and the Termination Condition) may be waived by Parent and Purchaser, in whole or in part at any time and from time to time, in the sole discretion of Parent and Purchaser, to the extent permitted under applicable Law. All capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement to which this Annex I is attached.

Exhibit 99.1

Rapid Micro Biosystems Signs Definitive Agreement to be Acquired by Merck KGaA, Darmstadt, Germany

LEXINGTON, Mass., November 16, 2026 (GLOBE NEWSWIRE) -- Rapid Micro Biosystems, Inc. (Nasdaq: RPID) (the "Company"), an innovative life sciences technology company providing mission-critical automation solutions to facilitate the efficient manufacturing and fast, safe release of healthcare products, today announced it has signed a definitive agreement pursuant to which Merck KGaA, Darmstadt, Germany, has agreed to acquire, subject to the terms and conditions set forth in the agreement, all outstanding shares of Rapid Micro Biosystems at a price of $0.75 per share in an all-cash transaction.

"Over the past 18 months, we have built a strong partnership with Merck KGaA, Darmstadt, Germany, centered on a shared commitment to innovation and helping customers modernize and automate their quality-control workflows," said Robert Spignesi, President and CEO of Rapid Micro Biosystems. "Rapid Micro has established the Growth Direct platform as the leading solution for automating microbial quality control, with most of the world's top pharmaceutical manufacturers as customers. We are confident that joining the Life Science business of Merck KGaA, Darmstadt, Germany will significantly expand the Growth Direct platform's reach and more fully serve our combined global customer base."

"Quality control is essential to the reliable manufacture of medicines," said Paolo Carli, Head of Advanced Solutions for the Life Science business of Merck KGaA, Darmstadt, Germany. "Our customers need reliable results faster, more efficient quality-control workflows and robust data integrity to support regulatory compliance. Rapid Micro Biosystems will strengthen our ability to meet those needs, building on our existing offering and bringing greater automation to a critical step in pharmaceutical manufacturing."

Transaction Details

The transaction is expected to close in December 2026, subject to the successful completion of the tender offer, including satisfaction of the minimum tender condition, and other customary closing conditions. Following completion of the transaction, Rapid Micro Biosystems will become part of the Life Science business of Merck KGaA, Darmstadt, Germany.

Advisors

Perella Weinberg Partners is serving as financial advisor to the Company and Goodwin Procter LLP is serving as legal counsel.

About Rapid Micro Biosystems

Rapid Micro Biosystems is an innovative life sciences technology company providing mission-critical automation solutions to facilitate the efficient manufacturing and fast, safe release of healthcare products such as biologics, vaccines, cell and gene therapies, and sterile injectables. The Company's flagship Growth Direct system automates and modernizes the antiquated, manual microbial quality control ("MQC") testing workflows used in the largest and most complex pharmaceutical manufacturing operations across the globe. The Growth Direct system brings the quality control lab to the manufacturing floor, unlocking the power of MQC automation to deliver the faster results, greater accuracy, increased operational efficiency, better compliance with data integrity regulations, and quicker decision making that customers rely on to ensure safe and consistent supply of important healthcare products. The Company is headquartered in Lexington, Massachusetts and has U.S. manufacturing in Lowell, Massachusetts, with global locations in Switzerland, Germany, and the Netherlands. For more information, please visit www.rapidmicrobio.com or follow the Company on X (formerly known as Twitter) at @rapidmicrobio or on LinkedIn.

Rapid Micro Biosystems intends to use the Investor Relations page of its website as a means of disclosing material nonpublic information and for complying with its disclosure obligations under Regulation FD. Accordingly, investors should monitor its website in addition to following press releases, filings with the Securities and Exchange Commission ("SEC"), public conference calls, presentations and webcasts.

Additional Information and Where to Find It

The tender offer described in this communication has not yet commenced, and this communication is neither an offer to purchase nor a solicitation of an offer to sell securities. At the time the tender offer is commenced, Merck KGaA, Darmstadt, Germany and EMD Holdings NewCo II, Inc. ("Purchaser") will file a tender offer statement on Schedule TO with the U.S. Securities and Exchange Commission (the "SEC"), and Rapid Micro Biosystems ("Rapid") will file a solicitation/recommendation statement on Schedule 14D-9 with the SEC. INVESTORS AND SECURITY HOLDERS ARE STRONGLY ADVISED TO READ THE TENDER OFFER STATEMENT (INCLUDING AN OFFER TO PURCHASE, LETTER OF TRANSMITTAL AND RELATED TENDER OFFER DOCUMENTS) THAT WILL BE FILED BY MERCK KGAA, DARMSTADT, GERMANY AND PURCHASER WITH THE SEC AND THE RELATED SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 THAT WILL BE FILED BY RAPID WITH THE SEC, WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. These materials (once they become available) will be made available to Rapid shareholders at no cost by the information agent for the tender offer. Once filed, these documents will be available at no charge on the SEC's website at www.sec.gov. In addition, a copy of the offer to purchase, letter of transmittal and certain other related tender offer documents (once they become available) may be obtained free of charge from Merck KGaA, Darmstadt, Germany under the "Investors" section of Merck KGaA, Darmstadt, Germany's website at https://www.emdgroup.com/en. A copy of the solicitation/recommendation statement (once it becomes available) also may be obtained free of charge from Rapid under the "Investor Relations" section of Rapid's website at https://www.rapidmicrobio.com/.

Forward-Looking Statements

This press release includes "forward-looking statements" regarding the potential acquisition of Rapid. All statements, other than statements of historical fact, may be forward-looking statements. These forward-looking statements may be accompanied by such words as "outlook," "aim," "anticipate," "assume," "believe," "contemplate," "continue," "could," "due," "estimate," "expect," "goal," "intend," "may," "objective," "plan," "predict," "potential," "positioned," "seek," "should," "target," "will," "would" and other words and terms of similar meaning.

Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties and are cautioned not to place undue reliance on these forward-looking statements. Actual results may differ materially from those currently anticipated due to a number of risks and uncertainties.

Risks and uncertainties include, but are not limited to: the risk that the closing conditions for the proposed acquisition will not be satisfied, including the risk that the necessary regulatory approvals may not be obtained or may be obtained subject to conditions that are not anticipated; uncertainty as to the percentage of Rapid stockholders that will support the proposed acquisition and tender their shares in the offer; the risk of stockholder litigation relating to the proposed acquisition, including resulting expense or delay; the possibility that the proposed acquisition will not be completed in the expected timeframe or at all; potential adverse effects to the businesses of Merck KGaA, Darmstadt, Germany or Rapid during the pendency of the proposed acquisition, such as employee departures or distraction of management from business operations; the potential that the expected benefits and opportunities of the proposed acquisition, if completed, may not be realized or may take longer to realize than expected; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; potential adverse reactions or changes to business relationships resulting from the proposed acquisition, including the effect of the acquisition on the ability to maintain key vendor, supplier or partner relationships; and risks related to the integration of Rapid into Merck KGaA, Darmstadt, Germany subsequent to the closing of the proposed acquisition and the timing of such integration.

A further list and descriptions of these risks, uncertainties and other factors can be found in Rapid Micro Biosystems' Annual Report on Form 10-K for the fiscal year ended 31 December 2025, including in the sections captioned "Forward-Looking Statements" and "Item 1A. Risk Factors," and in Rapid Micro Biosystems' subsequent Quarterly Reports on Form 10-Q, and other filings with the SEC. Copies of these filings are available online at www.sec.gov or https://investors.rapidmicrobio.com/. Rapid Micro Biosystems is not under any obligation, and expressly disclaims any obligation, to update or otherwise revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Investor Contact:

Michael Beaulieu, CFA
Vice President, Investor Relations and Corporate Communications
mbeaulieu@rapidmicrobio.com

Media Contact:
media@rapidmicrobio.com