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

September 18, 2026
Date of Report (date of earliest event reported)

Priority Technology Holdings, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	001-37872	47-4257046
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

2001 Westside Parkway, Suite 155
Alpharetta, Georgia 30004
(Address of principal executive offices and zip code)

(800) 935-5961
(Registrant's telephone number, including area code)

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

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

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

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, $0.001 par value	PRTH	NASDAQ

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.

The Merger Agreement

On September 18, 2026, Priority Technology Holdings, Inc., a Delaware corporation (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with WD Capital Partners Parent Inc., a Delaware corporation ("Parent") and WD Capital Partners Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Merger Sub"), pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. Parent and Merger Sub are entities controlled by Thomas C. Priore, the Company's Chairman and Chief Executive Officer (the "Majority Stockholder") and certain of his affiliates.

The special committee (the "Special Committee") of independent and disinterested directors of the Board of Directors of the Company (the "Board"), which negotiated the terms of the Merger Agreement with the assistance of its independent legal and financial advisors has unanimously determined that the Merger Agreement and the transactions contemplated thereby, including the Merger, are advisable, fair to and in the best interests of the Company and the Company stockholders and recommended that the Board adopts and approves the Merger Agreement and the transactions contemplated thereby, including the Merger. Upon the unanimous recommendation of the Special Committee, the Board (with Mr. Priore and Mr. Crisafulli each recusing himself, in view of Mr. Priore's interest and Mr. Crisafulli's possible interest in the transaction) approved the Merger Agreement and the transactions contemplated thereby and resolved to recommend that the Company's stockholders adopt the Merger Agreement and approve the transactions contemplated thereby, including the Merger.

In connection with its evaluation of the Merger, the Special Committee received an opinion from Barclays Capital Inc. ("Barclays") to the effect that, as of the date of such opinion and subject to the various assumptions, qualifications, procedures, and limitations set forth therein, the Merger Consideration (as defined below) is fair, from a financial point of view, to the holders of shares of Company Common Stock (other than shares held by the Company or its wholly owned subsidiaries, shares owned by Parent, Merger Sub or any of their respective affiliates (including the Rollover Shares (as defined below)), and shares held by holders who properly perfect appraisal rights). A more detailed description of Barclays' opinion and the analyses performed in connection therewith will be included in the proxy statement relating to the Merger.

Merger Consideration.

At the effective time of the Merger (the "Effective Time"), each share of common stock, par value $0.001 per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than (a) shares held by the Company or any of its direct or indirect wholly owned subsidiaries, (b) shares owned by Parent, Merger Sub or any of their respective affiliates including the Rollover Shares, and (c) shares held by stockholders who have properly perfected appraisal rights under Section 262 of the Delaware General Corporation Law (the "DGCL") will be converted automatically into the right to receive from Parent $8.05 per share in cash, without interest and subject to any withholding taxes required by applicable Law (the "Merger Consideration").

Treatment of Equity Awards.

At the Effective Time, all outstanding Company stock options granted under the Company's 2018 Equity Incentive Plan (the "Company Stock Plan") will become fully vested, be canceled and converted into the right to receive a cash payment equal to the excess, if any, of the Merger Consideration over the applicable exercise price, multiplied by the number of shares of Company Common Stock subject to such option. All outstanding restricted stock unit awards will become fully vested and be canceled and be converted into the right to receive the Merger Consideration per underlying share of Company Common Stock. All outstanding performance stock unit awards will become fully vested (with performance deemed achieved at target-level performance) and be canceled and be converted into the right to receive the Merger Consideration per underlying share of Company Common Stock. All such payments will be made as promptly as practicable following, but in no event later than ten business days after, the Effective Time. All such payments will be subject to applicable tax withholdings.

The Company's 2021 Employee Stock Purchase Plan, as amended (the "Company ESPP"), will be terminated effective immediately prior to the Effective Time in accordance with the Merger Agreement. In addition, (i) no new offering periods will commence under the Company ESPP following the date of the Merger Agreement, (ii) no offering period in effect under the Company ESPP as of the date of the Merger Agreement will be extended, (iii) no participant contributions under the Company ESPP will be increased and no new participants will be permitted to commence participation therein, following the date of the Merger Agreement and (iv) with respect to the offering period in effect at the Effective Time, if any, all outstanding purchase rights under the Company ESPP will be exercised as of no later than three Business Days prior to the date on which the Effective Time occurs and each Company ESPP participant's accumulated contributions under the Company ESPP will be used to purchase Company Common Stock in accordance with the terms of the Company ESPP. All shares of Company Common Stock purchased pursuant to the Company ESPP on such date will be treated in accordance with the Merger Agreement.

No Solicitation.

The Merger Agreement contains customary non-solicitation provisions restricting the Company's ability to solicit or engage in discussions regarding competing acquisition proposals. The Company is permitted to grant waivers of, and not enforce, any standstill provision that has the effect of prohibiting the counterparty from making an unsolicited acquisition proposal. Notwithstanding these restrictions, prior to receipt of the stockholder approval described below, the Company may engage with parties who submit unsolicited bona fide written acquisition proposals after the date of the Merger Agreement that the Special Committee determines in good faith constitute or could reasonably be expected to lead to a Company Superior Proposal (as defined in the Merger Agreement) and where the failure to engage would reasonably be expected to be inconsistent with the Special Committee's fiduciary duties under applicable law. The Board, acting on the recommendation of the Special Committee and subject to the terms of the Merger Agreement, may effect a Company Change in Recommendation (as defined in the Merger Agreement) in response to a Company Superior Proposal or a Company Intervening Event (each as defined in the Merger Agreement), and may terminate the Merger Agreement to enter into a definitive agreement with respect to a Company Superior Proposal, subject to compliance with notice and negotiation requirements, including providing Parent with four Business Days' prior written notice and the opportunity to propose revised terms, and subject to the prior or concurrent payment of the Company Termination Fee described below.

Conditions to Closing.

The consummation of the Merger is subject to customary closing conditions, including the receipt of the Company Stockholder Approval (as defined below), the absence of any law or governmental order in the United States prohibiting the Merger, the receipt of certain state regulatory approvals in respect of the Company's money transmitter licenses arising out of a change of control of the Company as a result of the Merger and related transactions (with such approvals required to have been obtained in all states; provided that, after a specified deadline, the condition may instead be satisfied by a combination of regulatory approvals, alternative arrangements and withdrawals from operations, so long as (a) regulatory approval has been obtained from certain specified states, (b) certain other specified states are not subject to withdrawals absent an alternative arrangement and (c) any remaining states subject to withdrawals did not, in the aggregate, generate more than 10% of the Company's consolidated fee revenue from operations subject to money transmitter licenses), the accuracy of the representations and warranties of the parties (generally subject to a material adverse effect standard), the performance of the covenants of the parties in all material respects, and the absence of a Company Material Adverse Effect (as defined in the Merger Agreement). The obligation of Parent and Merger Sub to consummate the Merger is also conditioned on each of the Company's existing credit agreements with Truist Bank and Varde Partners, respectively, remaining in full force and effect.

Stockholder Approval.

The Merger Agreement requires the following stockholder approvals (collectively, the "Company Stockholder Approval"): (i) the affirmative vote of holders of a majority of the voting power of all outstanding shares of Company Common Stock, entitled to vote, voting as a single class, and (ii) the affirmative vote of a majority of the votes cast by the "disinterested stockholders" (as defined in Section 144 of the DGCL). For purposes of this vote, the disinterested stockholders will exclude shares held, directly or indirectly, by or on behalf of (a) the Majority Stockholder, (b) the Supporting Stockholders and any affiliate thereof, (c) any person that the Company has determined to be an "officer" of the Company within the meaning of Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (d) members of the Board who are not members of the Special Committee.

Termination and Fees.

The Merger Agreement may be terminated by mutual written consent at any time prior to the closing of the Merger. Either party may also terminate the Merger Agreement if the Merger has not been consummated by December 18, 2027 (the "Outside Date"), if a final, non-appealable United States governmental order prohibits the Merger, or if the Company Stockholder Approval is not obtained. Either party may also terminate if the other party (or, in the case of the Parent, the Supporting Stockholders) breaches any representation, warranty, covenant or agreement such that the related closing conditions would not be satisfied, subject to a 30-day cure period (to the extent curable), provided that the terminating party (or, in the case of Parent, the Supporting Stockholders) is not then in breach that would cause its own closing conditions to fail.

The Company must pay Parent a termination fee of $15,750,000 (the "Company Termination Fee") if (a) the Company terminates the Merger Agreement to enter into a definitive agreement with respect to a Company Superior Proposal (payable prior to or concurrently with such termination), (b) Parent terminates following a Company Change in Recommendation (payable within two Business Days of such termination), or (c) following a public submission, proposal or disclosure of a Company Acquisition Proposal that is not withdrawn at the date of termination of the Merger Agreement, the Merger Agreement is terminated due to the expiration of the Outside Date, failure to obtain the Company Stockholder Approval, or a material breach by the Company and within 12 months the Company consummates, or enters into a definitive agreement providing for the consummation of, a Company Acquisition Transaction (with all references to 20% in the definition of Company Acquisition Transaction deemed references to 50%), with the Company Termination Fee payment due upon such consummation.

Parent must pay the Company a reverse termination fee of $35,250,000 (the "Parent Termination Fee") if (a) the Company terminates due to a breach by Parent, Merger Sub or any of the Supporting Stockholders, or (b) Parent and Merger Sub fail to consummate the Merger when required to do so, and the Company has complied with the notice and confirmation procedures specified in the Merger Agreement. The Parent Termination Fee is also payable if the Merger Agreement is terminated due to the expiration of the Outside Date at a time when the Company could have terminated due to Parent's, Merger Sub's or any of the Supporting Stockholders' breach or failure to close. The Company is also entitled, subject to certain conditions specified in the Merger Agreement, to seek specific performance of Parent's and Merger Sub's obligations, including to cause the Financing (as defined below) to be funded and the Merger to be consummated.

Other Terms.

The Merger Agreement contains representations, warranties and covenants of the parties that are customary for transactions of this type, including covenants by the Company relating to the conduct of its business prior to the consummation of the Merger.

If the Merger is consummated, shares of Company Common Stock, which are currently listed on the Nasdaq Capital Market ("Nasdaq"), will be delisted from Nasdaq and deregistered under the Exchange Act, and will no longer be publicly traded.

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, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Financing

Parent expects to fund the payment of the aggregate Merger Consideration and related fees and expenses through a combination of: (i) equity financing up to $160 million from funds advised by Searchlight Capital Partners, L.P. (collectively, the "Equity Financing Source") pursuant to an equity commitment letter delivered to the Company concurrently with the execution of the Merger Agreement (the "Equity Commitment Letter," and such equity financing, the "Financing"); (ii) a borrowing under the revolving credit facility of the Company's existing credit agreement with Truist Bank; and (iii) available cash of the Company and its subsidiaries. The Company is a third-party beneficiary of the Equity Commitment Letter for purposes of specifically enforcing the terms and provisions thereunder under certain circumstances. Concurrently with the execution of the Commitment Letter, the Equity Financing Source delivered to the Company a limited guaranty pursuant to which the Equity Financing Source has guaranteed certain obligations of Parent under the Merger Agreement, subject to an aggregate cap. The Merger is not subject to a financing condition.

Support Agreements

On September 18, 2026, concurrently with the execution of the Merger Agreement, Thomas C. Priore, certain of his affiliates and certain other stockholders of the Company (collectively, the "Supporting Stockholders"), who collectively own approximately 61.4% of the outstanding shares of Company Common Stock, entered into Support Agreements (collectively, the "Support Agreements") with the Company, Parent and WD Capital Partners Holdings LP, a Delaware limited partnership and an affiliate of Parent ("Holdings"). Pursuant to the Support Agreements, each of the Supporting Stockholders have agreed, among other things: (a) to vote all shares of Company Common Stock owned by them or their controlled affiliates (i) in favor of the adoption of the Merger Agreement and the approval of the Merger and any related proposals and (ii) against any competing acquisition proposal and any other action that would reasonably be expected to impede or delay the Merger; (b) immediately prior to the Effective Time, to contribute and transfer all of such Supporting Stockholder's shares of Company Common Stock (the "Rollover Shares") to Holdings in exchange for newly issued equity interests of Holdings (the "Rollover"), (c) use reasonable best efforts to supply complete and accurate information for regulatory filings and comply with notice and coordination requirements for regulatory matters; (d) not to transfer its Rollover Shares prior to the Effective Time, subject to certain exceptions, and (e) to waive any appraisal or dissenters' rights under Section 262 of the DGCL with respect to such Supporting Stockholder's shares. The Support Agreements will terminate upon the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time.

As a result of the Merger and the Rollover, upon consummation of the Merger, the Company will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent, which is controlled by the Majority Stockholder through Holdings.

The foregoing description of the Support Agreements is not complete and is qualified in its entirety by reference to the full text of the form of Support Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth under the heading "Treatment of Equity Awards" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 5.02.

Item 8.01 Other Events.

On September 21, 2026, the Company issued a press release announcing the execution of the Merger Agreement. A copy of the press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference. In addition, on September 21, 2026, the Company distributed the following materials with respect to the proposed Merger: (i) an email sent to employees of the Company; (ii) an FAQ posted on the Company's Investor Relations website; and (iii) a message posted on the Company's LinkedIn page, the full text of which are attached hereto as Exhibits 99.2, 99.3, and 99.4, respectively.

Cautionary Statement Regarding the Merger

The consummation of the Merger is subject to the satisfaction or waiver of customary closing conditions, and there can be no assurance that the Merger will be consummated on the timeline currently anticipated, or at all.

Additional Information and Where to Find It

In connection with the Transaction, the Company will file with the SEC a Proxy Statement, the definitive version of which will be sent or provided to Company stockholders. The Company and affiliates of the Company intend to jointly file a transaction statement on Schedule 13E-3 (the "Schedule 13E-3"). The Company may also file other documents with the SEC regarding the Transaction. This Current Report on Form 8-K is not a substitute for the Proxy Statement, the Schedule 13E-3 or any other document which the Company may file with the SEC. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT, THE SCHEDULE 13E-3 AND ANY OTHER RELEVANT DOCUMENTS THAT ARE FILED OR WILL BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TRANSACTION AND RELATED MATTERS. Investors and security holders may obtain free copies of the Proxy Statement, Schedule 13E-3 (when it is available) and other documents that are filed or will be filed with the SEC by the Company through the website maintained by the SEC at www.sec.gov, the Company's website at https://prioritycommerce.com/ or by contacting the Company's Investor Relations Team at PriorityIR@icrinc.com.

The Transaction will be implemented solely pursuant to the Merger Agreement dated as of September 18, 2026, among the Company, WD Capital Partners Parent Inc., and Merger Sub, which contains the full terms and conditions of the Transaction.

Participants in Solicitation

The Company and certain of its directors, executive officers and other employees may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the Transaction. Additional information regarding the identity of the participants, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the Proxy Statement and other materials to be filed with the SEC in connection with the Transaction (if and when they become available). Information relating to the foregoing can also be found in the Company's proxy statement for its 2026 annual meeting of stockholders, which was filed with the SEC on April 14, 2026 (the "Annual Meeting Proxy Statement"). To the extent holdings of securities by potential participants (or the identity of such participants) have changed since the information printed in the Annual Meeting Proxy Statement, such information has been or will be reflected on the Company's Statements of Change in Ownership on Forms 3 and 4 filed with the SEC. You may obtain free copies of these documents using the sources indicated above.

Forward-Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "anticipate," "believe," "expect," "intend," "plan" and "will" or, in each case, their negative, or other variations or comparable terminology. These forward-looking statements involve risks, uncertainties, assumptions and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed or implied by such statements. Factors that may cause actual results to differ materially from those contemplated by such forward-looking statements include, but are not limited to: (i) the risk that the Merger may not be completed in a timely manner or at all, including the risk that the Merger may not be completed by the Outside Date; (ii) the failure to obtain the required Company Stockholder Approval; (iii) the failure to satisfy the other closing conditions to the Merger, including the receipt of required regulatory approvals related to state money transmitter licenses or the implementation of alternative compliance arrangements; (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (v) potential litigation relating to the Merger, including the effects of any outcomes related thereto; (vi) the effect of the announcement or pendency of the Merger on the Company's business relationships, results of operations and business generally, including the ability to retain key employees; (vii) risks that the proposed Merger may disrupt current plans and operations; (viii) the amount of the costs, fees, expenses and charges related to the Merger; (ix) the risk that the price of Company Common Stock may decline significantly if the Merger is not completed; and (x) the risks and uncertainties described in the Company's filings with the SEC, including the Company's most recent Annual Report on Form 10-K filed with the SEC on March 10, 2026, and subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. You should not place undue reliance on forward-looking statements, which speak only as of the date on which they are made. The Company undertakes no obligation to update any forward-looking statements, except as required by applicable law. All forward-looking statements attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to herein.

Item 9.01 Financial Statements and Exhibits.

(d): Exhibits.

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated September 18, 2026, by and among Priority Technology Holdings, Inc., WD Capital Partners Parent Inc. and WD Capital Partners Merger Sub Inc.
10.1	Form of Support Agreement, dated September 18, 2026, by and among Priority Technology Holdings Inc., WD Capital Partners Parent Inc., WD Capital Partners Holdings LP, and the stockholder parties thereto.
99.1	Press Release, dated September 21, 2026.
99.2	Email sent to employees of the Company, dated September 21, 2026.
99.3	Frequently Asked Questions posted on the Company's Investor Relations website, dated September 21, 2026.
99.4	Message posted on the Company's LinkedIn page, dated September 21, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURE

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

Dated: September 21, 2026

PRIORITY TECHNOLOGY HOLDINGS, INC.

By /s/ Timothy M. O'Leary

Timothy M. O'Leary
Chief Financial Officer

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

PRIORITY TECHNOLOGY HOLDINGS, INC.,

WD CAPITAL PARTNERS PARENT INC.

and

WD CAPITAL PARTNERS MERGER SUB INC.

Dated as of September 18, 2026

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of September 18, 2026 (this "Agreement"), is entered into by and among Priority Technology Holdings, Inc., a Delaware corporation (the "Company"), WD Capital Partners Parent Inc., a Delaware corporation ("Parent"), and WD Capital Partners Merger Sub Inc., a Delaware corporation and a direct, wholly-owned Subsidiary of Parent ("Merger Sub" and, collectively with the Company and Parent, the "Parties").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Company Board") established a special committee, consisting solely of two or more directors of the Company Board, each of whom the Company Board has determined to be a "disinterested director" (as defined in Section 144 of the DGCL) (the "Special Committee");

WHEREAS, it is proposed that, upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub will be merged with and into the Company (the "Merger") in accordance with the applicable provisions of the DGCL, with the Company surviving the Merger as the Surviving Corporation and a direct, wholly-owned Subsidiary of Parent;

WHEREAS, the Special Committee, at a meeting thereof duly called and held at which all members of the Special Committee were present, has unanimously (a) determined that this Agreement and the Merger and the other transactions contemplated hereby (collectively, the "Transactions") are advisable, fair to and in the best interests of the Company and the Company's stockholders, (b) recommended that the Company Board approve this Agreement and the Transactions, including the Merger, and declare this Agreement and the Transactions, including the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders and (c) recommended that, subject to approval by the Company Board, the Company Board resolve to recommend that the holders of Company Common Stock vote to adopt this Agreement and approve the Transactions, including the Merger;

WHEREAS, the Company Board, at a meeting thereof duly called and held, acting on the recommendations of the Special Committee, has (a) determined that this Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of the Company and the Company's stockholders, (b) approved this Agreement and the Transactions, including the Merger, and declared this Agreement and the Transactions, including the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) directed that this Agreement be submitted to the holders of Company Common Stock for their adoption and approval and (d) resolved to recommend that the holders of Company Common Stock vote to adopt this Agreement and approve the Transactions, including the Merger;

WHEREAS, the Board of Directors of Parent (the "Parent Board"), acting pursuant to written resolution, (a) determined that this Agreement and the Transactions, including the Merger, are fair to, and in the best interests of, Parent and Parent's stockholders and (b) approved and declared advisable this Agreement and the Transactions, including the Merger;

WHEREAS, the Board of Directors of Merger Sub (the "Merger Sub Board") has by unanimous vote (a) determined that this Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of Merger Sub and Merger Sub's sole stockholder, (b) approved this Agreement and the Transactions, including the Merger, and declared that this Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of Merger Sub and Merger Sub's sole stockholder, (c) directed that this Agreement be submitted to Parent, as sole stockholder of Merger Sub, for its adoption and approval and (d) resolved to recommend that Parent votes to adopt this Agreement and approve the Transactions, including the Merger (and Parent, as sole stockholder, has executed and delivered a unanimous written consent of the sole stockholder of Merger Sub approving this Agreement and approving the Transactions, including the Merger in accordance with the DGCL, such approval to be effective immediately following the execution and delivery of this Agreement);

WHEREAS, concurrently with the execution of this Agreement, and as an inducement to the Company's willingness to enter into this Agreement, the Majority Stockholder, certain of his Affiliates that hold shares of Company Common Stock, and certain other stockholders of the Company (collectively, the "Supporting Stockholders") are entering into a support agreement with Parent, WD Capital Partners Holdings LP, a Delaware limited partnership and an Affiliate of Parent ("Ultimate Parent"), and the Company (the "Support Agreement"), pursuant to which, among other things, the Supporting Stockholders have agreed, on the terms and subject to the conditions set forth in the Support Agreement, (a) to vote all of their shares of Company Common Stock in favor of the adoption of this Agreement and the Transactions, including the Merger, and (b) immediately prior to the Effective Time, to transfer and contribute the Rollover Shares to Ultimate Parent, in exchange for certain securities of Ultimate Parent (such transaction, the "Rollover"); and

WHEREAS, concurrently with the execution of this Agreement, and as an inducement to the Company's willingness to enter into this Agreement, Searchlight Capital IV, L.P., Searchlight Capital IV PV A, L.P., and Searchlight Capital IV PV B, L.P. (collectively, the "Guarantors") are entering into a limited guaranty in favor of the Company (the "Guaranty"), pursuant to which, subject to the terms and conditions contained therein, the Guarantors are guaranteeing, severally and not jointly, certain payment obligations of Parent and Merger Sub in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition and the definition of Subsidiary, "control" (including, with correlative meanings, "controlling," "controlled by" and "under common control with") means, with respect to a Person, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of equity interests, the ownership of voting securities, by Contract or agency or otherwise; provided, however, that other than for purposes of Section 9.8 and the definition of "Parent Related Parties," for the avoidance of doubt, in no event shall any of the SCP Persons be considered an Affiliate of the Company, Parent or Merger Sub.

"Agreement" has the meaning set forth in the Preamble.

"Alternative Financing" has the meaning set forth in Section 6.16(b).

"Ancillary Agreements" means the documents, agreements, exhibits, schedules, statements, contracts or certificates being executed and delivered in connection with this Agreement and the transactions contemplated hereby.

"Anti-Corruption Laws" means all U.S. and applicable non-U.S. Laws relating to the prevention of corruption, money laundering, and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010.

"Anti-Money Laundering Laws" means the applicable anti-money laundering statutes, and the regulations thereunder, of any jurisdiction in which the Company or the Company Subsidiaries conduct business or are located, including, without limitation, the U.S. Money Laundering Control Act of 1986, the Bank Secrecy Act of 1970, and the USA PATRIOT Act of 2001 (as amended and updated) and their implementing regulations.

"Artificial Intelligence Systems" has the meaning set forth in Section 4.17.

"Benefit Plan" means (a) any "employee benefit plan" (within the meaning of Section 3(3) of ERISA, regardless of whether such plan is subject to ERISA), and (b) any equity or equity-based, bonus, incentive, deferred compensation, retirement, pension, medical, dental, vision, accident, disability, life insurance or welfare plan, or any employment, change in control, retention or severance pay agreement, or any other such benefit or compensation plan, policy, program, agreement or arrangement.

"Business" means the business of the Company.

"Business Day" means any day that is a trading day on the Nasdaq.

"Certificate of Merger" has the meaning set forth in Section 2.1(a).

"Certificates" has the meaning set forth in Section 3.3(b)(i).

"Closing" has the meaning set forth in Section 2.2.

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Restricted Payment" has the meaning set forth in Section 6.16(d).

"Code" means the Internal Revenue Code of 1986.

"Company" has the meaning set forth in the Preamble.

"Company Acceptable Confidentiality Agreement" means a confidentiality agreement the material terms of which that relate to confidentiality are no less restrictive in the aggregate to the person making such Company Acquisition Proposal (and its Affiliates and representatives) than those contained in the Confidentiality Agreement, and for the avoidance of doubt, any such confidentiality agreement need not include explicit or implicit standstill restrictions or otherwise restrict the making of or amendment or modification to any Company Acquisition Proposal; provided, however, that, with respect to any such confidentiality agreement entered into following the execution and delivery of this Agreement, such agreement shall not prohibit the Company from complying with its obligations under Section 6.4.

"Company Acquisition Proposal" means any offer, proposal or indication of interest, including any amendment or modification to any existing offer, proposal or indication of interest (other than, in each case, an offer, proposal or indication of interest made or submitted by or on behalf of Parent), relating to a Company Acquisition Transaction.

"Company Acquisition Transaction" means, other than the Transactions, any transaction (including any single- or multi-step transaction) or series of related transactions with a Person or "group" (as defined in the Exchange Act) relating to (x) the direct or indirect issuance to such Person or "group" or acquisition by such Person or "group" of securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing at least twenty percent (20%) of the Company Common Stock or voting power of the Company or (y) the direct or indirect acquisition by such Person or "group" of any business or assets of the Company and the Company Subsidiaries representing at least twenty percent (20%) of the consolidated assets or revenue of the Company (including indirectly through ownership of equity in Company Subsidiaries) and the Company Subsidiaries, taken as a whole, in either of cases (x) or (y), pursuant to a merger (including a reverse merger in which the Company is the surviving corporation), reorganization, recapitalization, consolidation or other business combination, sale of shares of capital stock, sale of assets, tender offer, exchange offer or other similar transaction.

"Company Alternative Acquisition Agreement" has the meaning set forth in Section 6.4(c).

"Company Balance Sheet" has the meaning set forth in Section 4.6(c).

"Company Benefit Plan" means a Benefit Plan maintained, sponsored, contributed to or required to be contributed to by the Company or any Company Subsidiary, or under or with respect to which the Company or any Company Subsidiary has any current or contingent liability or obligation (other than any plan or program maintained by a Governmental Entity to which the Company or any Company Subsidiary is required to contribute pursuant to applicable Law (a "Statutory Plan")).

"Company Board" has the meaning set forth in the Recitals.

"Company Board Recommendation" has the meaning set forth in Section 4.4(c).

"Company Change in Recommendation" has the meaning set forth in Section 6.4(c).

"Company Common Stock" has the meaning set forth in Section 3.1(a)(ii).

"Company Disclosure Letter" has the meaning set forth in Article IV.

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

"Company ESPP" means the Priority Technology Holdings, Inc. 2021 Employee Stock Purchase Plan, as amended.

"Company Intellectual Property" has the meaning set forth in Section 4.17.

"Company Intervening Event" means any material change, event, fact, circumstance, condition, development or occurrence that first becomes known to either the Special Committee or the Company Board after the date of this Agreement and was not reasonably foreseeable by the Company Board as of the date of this Agreement; provided, however, that in no event shall any of the following constitute or be deemed to contribute to or otherwise be taken into account in determining whether there has been, a Company Intervening Event: (i) the receipt, existence or terms of any Company Acquisition Proposal, or any proposal or offer that would reasonably be expected to lead to a Company Acquisition Proposal, (ii) any change in the market price or trading volume of the Company Common Stock, in and of itself, (iii) the Company, or any of its Subsidiaries, meeting or exceeding any applicable internal or published projections, forecasts, estimates or predictions of revenues, earnings or other financial or operating metrics for any period, or (iv) any failure, in and of itself, by the Company to meet any applicable internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the underlying cause of any of the foregoing in clauses (ii), (iii) or (iv) may be considered and taken into account, unless such underlying cause is otherwise included in the exceptions to this definition).

"Company Material Adverse Effect" means any Effect that, individually or in the aggregate with any one or more other Effects, (i) has had or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and the Company Subsidiaries, taken as a whole, or (ii) prevents the Company from consummating the Merger on or prior to the Outside Date; provided, however, with respect to clause (i) only, that no Effect resulting or arising from the following, individually or in the aggregate with any one or more other Effects, shall constitute or shall be considered in determining whether there has occurred or would reasonably be expected to occur a Company Material Adverse Effect: (A) changes in economic, regulatory, political, business, financial or market conditions in the United States or elsewhere in the world; (B) changes in the credit, debt, financial or capital markets or in interest or exchange rates, in each case, in the United States or elsewhere in the world; (C) changes in conditions affecting the industry in which the Company and the Company Subsidiaries operate; (D) any outbreak of any military conflict, declared or undeclared war, armed hostilities, acts of foreign or domestic terrorism or broad-based cyberattacks that are not specifically targeted at the Company; (E) any epidemic, plague, pandemic or other outbreak of illness or public health event, hurricane, flood, tornado, earthquake or other natural disaster or act of God (or any worsening of any of the foregoing), including, in each case, the response of governmental and non-governmental entities; (F) any failure by the Company or any of the Company Subsidiaries to meet any internal or external projections or forecasts, any change in the market price or trading volume of Company Common Stock or any change in the Company's credit rating (but excluding, in each case, the underlying causes of such failure or decline unless such underlying causes are otherwise included in the exceptions to this definition); (G) the public announcement, pendency or performance of the Transactions or the identity of, or any facts or circumstances relating to Parent, Merger Sub, the SCP Persons or their respective Affiliates, including, in any such case, the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, lenders, investors, licensors, licensees, venture partners or employees (other than, in each case, for purposes of any representation or warranty set forth in Section 4.4 or Section 4.5); (H) changes in, including any actions taken to comply with any change in, applicable Laws or the interpretation thereof; (I) changes in, including any actions taken to comply with any change in, GAAP or any other applicable accounting standards or the interpretation thereof; (J) any action required or specifically permitted to be taken by the Company pursuant to the terms of this Agreement or taken at the direction of Parent or Merger Sub or the failure of the Company to take any action that requires consent of Parent pursuant to Section 6.1 to the extent Parent fails to give its consent thereto, or requires cooperation of Parent pursuant to Section 6.3(a) to the extent Parent fails to provide cooperation thereto; (K) any breach of this Agreement by Parent or Merger Sub or (L) any stockholder litigation (or a derivative or similar claim) or other Proceeding brought in connection with this Agreement or any of the Transactions, including breach of fiduciary duty or inadequate disclosure claims; provided, further, that any Effect arising out of or resulting from any change or event referred to in clause (A), (B), (C), (D), (E), (H) or (I) above may constitute, and be taken into account in determining the occurrence of, a Company Material Adverse Effect if and only to the extent that such change or event has a materially disproportionate adverse impact on the Company and the Company Subsidiaries, taken as a whole, as compared to any other participants that operate in the industries in which the Company and the Company Subsidiaries operate.

"Company Option" means all options to acquire shares of Company Common Stock from the Company granted pursuant to the Company Stock Plan.

"Company-Owned Intellectual Property" has the meaning set forth in Section 4.17.

"Company Permits" has the meaning set forth in Section 4.15(b).

"Company Preferred Stock" has the meaning set forth in Section 4.2(a).

"Company PSUs" means all restricted share units granted pursuant to the Company Stock Plan, payable in shares of Company Common Stock or the value of which is determined with reference to the value of shares of Company Common Stock, and the vesting of which is conditioned in full or in part based on achievement of performance goals or metrics.

"Company Registered Intellectual Property" has the meaning set forth in Section 4.17.

"Company Related Parties" has the meaning set forth in Section 8.4(g).

"Company RSUs" means all restricted share units granted pursuant to the Company Stock Plan, payable in shares of Company Common Stock or the value of which is determined with reference to the value of shares of Company Common Stock, other than any Company PSUs.

"Company Software" has the meaning set forth in Section 4.17.

"Company Source Code" has the meaning set forth in Section 4.17.

"Company Specified Contract" has the meaning set forth in Section 4.13(a).

"Company Stock Plan" means the Priority Technology Holdings, Inc. 2018 Equity Incentive Plan.

"Company Stockholder Approval" has the meaning set forth in Section 4.4(d).

"Company Stockholders Meeting" means the meeting of the stockholders of the Company to consider the adoption of this Agreement (including any postponement, adjournment or recess thereof).

"Company Subsidiary" means each Subsidiary of the Company.

"Company Superior Proposal" means a bona fide written Company Acquisition Proposal (provided, that for this purpose the references to "twenty percent (20%)" in the definition of Company Acquisition Transaction shall be deemed to be references to "more than fifty percent (50%)") made by a third party, that did not result from a breach of Section 6.4 (other than any such breach that is immaterial), that the Special Committee determines in its good faith judgment (after consultation with its financial advisors and outside counsel), taking into account all of the terms and conditions of such Company Acquisition Proposal and this Agreement (including any offer by Parent to amend the terms of this Agreement) and taking into account all financial, legal, regulatory and other aspects of such Company Acquisition Proposal that the Special Committee considers in good faith to be appropriate (including the conditionality and the timing and likelihood of consummation of such proposal) is reasonably likely to be consummated in accordance with its terms and would, if consummated, result in a transaction that is more favorable to the Company's stockholders (solely in their capacity as such, and other than the Supporting Stockholders) from a financial point of view than the Transactions.

“Company Superior Proposal Notice” has the meaning set forth in Section 6.4(f).

“Company Termination Fee” has the meaning set forth in Section 8.4(j).

“Confidentiality Agreement” has the meaning set forth in Section 6.7(a).

“Consent” has the meaning set forth in Section 4.5(b).

“Contingent Workers” has the meaning set forth in Section 4.10(b).

“Continuation Period” has the meaning set forth in Section 6.13(a).

“Continuing Employee” has the meaning set forth in Section 6.13(a).

“Contract” means any contract, lease, license, indenture, note, bond, agreement, concession, franchise or other binding instrument.

“Data Privacy Laws” means any Law or binding industry standard concerning the collection, use, retention, storage, protection, transfer, disclosure, disposal or Processing of Personal Information.

“Declaration Date” has the meaning set forth in Section 6.16(d).

“Delaware Secretary” has the meaning set forth in Section 2.1(a).

“DGCL” means the General Corporation Law of the State of Delaware.

“Dissenting Shares” has the meaning set forth in Section 3.4.

“Effect” means any event, change, development, occurrence, result or effect.

“Effective Time” has the meaning set forth in Section 2.1(b).

“Environmental Law” means any Law that relates to human or worker health and safety as it relates to Hazardous Materials, pollution or protection of the environment or natural resources.

“Environmental Permit” means any permit, license, consent, certification, variance, exemption, approval, registration, or other authorization required under any Environmental Law.

“Equity Commitment Letter” has the meaning set forth in Section 5.5(a).

“Equity Financing Source” means the entities set forth on the signature pages to the Equity Commitment Letter (other than Parent and Merger Sub), together with their respective Affiliates and their and their Affiliates’ current, former and future officers, directors, general or limited partners, shareholders, members, controlling persons, employees, agents and representatives and the successors and assigns of each of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.

"ERISA Affiliate" means all Persons (whether or not incorporated) that are or would be treated together with the Company or any of the Company Subsidiaries as a "single employer" within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"Ex-Im Laws" means all U.S. and applicable non-U.S. Laws relating to export, reexport, transfer, and import controls, including the Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Exchange Act" means the Securities Exchange Act of 1934, 15 U.S.C. § 78a et seq., and the rules and regulations promulgated thereunder.

"Exchange Fund" shall have the meaning set forth in Section 3.3(a).

"Filed Company SEC Documents" has the meaning set forth in Article IV.

"Final Exercise Date" has the meaning set forth in Section 3.2(c).

"Financing" has the meaning set forth in Section 5.5(a).

"GAAP" means U.S. generally accepted accounting principles.

"Governmental Entity" has the meaning set forth in Section 4.5(b).

"Hazardous Material" means any substance, material or waste that is listed, defined, designated, classified or otherwise regulated as "hazardous", "toxic", a "pollutant" or "contaminant" or words of similar meaning or regulatory effect pursuant to, or for which liability or standards of conduct may be imposed under, any Environmental Laws due to their hazardous or deleterious properties or characteristics, including petroleum and petroleum byproducts, asbestos, lead, radiation, toxic mold, polychlorinated biphenyls, and per- and polyfluoroalkyl substances.

"Indebtedness" of any Person means, without duplication: (a) indebtedness of such Person for borrowed money; (b) obligations of such Person to pay the deferred purchase or acquisition price for any property of such Person; (c) reimbursement obligations of such Person in respect of drawn letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of such Person; (d) obligations of such Person under a lease to the extent such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP; (e) indebtedness evidenced by bonds, debentures, notes or other similar instruments or debt securities; (f) liabilities arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; and (g) indebtedness of others as described in clauses (a) through (f) above guaranteed by such Person; but Indebtedness does not include accounts payable to trade creditors, or accrued expenses arising in the ordinary course of business consistent with past practice, in each case, that are not yet due and payable, or are being disputed in good faith, and the endorsement of negotiable instruments for collection in the ordinary course of business consistent with past practice.

“Indemnification Expenses” has the meaning set forth in Section 6.11(a).

“Indemnified Parties” has the meaning set forth in Section 6.11(a).

“Intellectual Property” means all intellectual property and similar proprietary rights, in any jurisdiction, including the following: (a) trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, Internet domain names, all social media identifiers, and any other indicia of source or origin, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill related thereto, and all applications and registrations for the foregoing, including all extensions and renewals of the same; (b) inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, discoveries, all improvements thereto, utility models, supplementary protection certifications, all issued patents, patent applications, and patent disclosures including all counterparts claiming priority therefrom, and all related divisions, continuations, continuations-in-part and renewal applications, and including all renewals, extensions, reexaminations and reissues, and applications sharing common technical specifications; (c) all confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), trade secrets and all other information that derives economic value from not being generally known, (collectively, “Trade Secrets”); (d) all copyrightable works and all other works of authorship (including all data compilation, all website content, material advertising, package designs, advertising collateral, promotional materials, all databases and other compilations of information), copyrights, industrial designs and other design rights, whether published or unpublished, and all registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof, together with all translations, adaptations, derivations, and combinations thereof, and all moral rights and all other rights associated therewith, (e) all rights in computer software, including all object code, source code, specifications, algorithms, architectures, structures, displays, screens, layouts and development tools, and all documentation and media related thereto (collectively, “Software”); (f) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto; (g) all other similar proprietary rights; (h) all claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof; and (i) all copies and tangible embodiments thereof (in whatever form or medium).

“IT Systems” means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology networks and systems (including telecommunications networks and systems for voice, data and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by the Company.

“Judgment” means any judgment, settlement, order, decision, direction, writ, injunction, decree, stipulation or legal or arbitration award of, or promulgated or issued by, a Governmental Entity.

“Knowledge” means the actual knowledge of, in the case of the Company and the Company Subsidiaries, the individuals listed in Section 1.1 of the Company Disclosure Letter and in the case of Parent and Merger Sub, the Majority Stockholder; in each case, after reasonable inquiry of such listed individuals’ direct reports.

"Law" means any law, rule, regulation, ordinance, code, statute, Judgment, order, decree, ruling, treaty, convention, governmental directive, injunction or other binding directive, U.S. or non-U.S., of any Governmental Entity, including common law.

"LCT Election" has the meaning set forth in Section 6.16(d).

"Lease" means any lease, sublease, license or other agreement pursuant to which the Company or any Company Subsidiary, as applicable, uses or occupies, or has the right to use or occupy, any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any Company Subsidiary thereunder.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Company or any Company Subsidiary.

"Licensee" means Finxera, Inc.

"Lien" means any mortgage, lien, license, charge, restriction (including restrictions on transfer), pledge, security interest, option, right of first offer or refusal, preemptive right, lease or sublease, claim, right of any third party, covenant, right of way, easement, encroachment or encumbrance.

"Majority Stockholder" means Thomas C. Priore.

"Measurement Date" has the meaning set forth in Section 4.2(a).

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in Section 3.1(a)(ii).

"Merger Sub" has the meaning set forth in the Preamble.

"Merger Sub Board" has the meaning set forth in the Recitals.

"Merger Sub Common Stock" has the meaning set forth in Section 3.1(a)(i).

"Nasdaq" means the NASDAQ Global Select Market.

"Network" means any payment system, card association, debit network, or similar entity, or any other similar network permitting businesses and/or consumers to engage in financial transactions using a credit, debit, or prepaid card or account, or a bank account, including Mastercard, Visa, Discover, JCB, American Express, and the National Automated Clearing House Association.

"NMLS" means the National Mortgage Licensing Service.

"Organizational Documents" means (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof, (b) with respect to a limited liability company, the articles of formation or organization or certificate of formation or organization, as applicable, and the operating or limited liability company agreement thereof, (c) with respect to a partnership (general or limited), the certificate of formation or partnership and the partnership agreement, and (d) with respect to any other Person the organizational, constituent or governing documents or instruments of such Person.

"Other Party" means, (a) with respect to Parent and the Parent Subsidiaries, the Company and (b) with respect to the Company and the Company Subsidiaries, Parent and Merger Sub.

"Outside Date" has the meaning set forth in Section 8.1(e).

"Parent" has the meaning set forth in the Preamble.

"Parent Board" has the meaning set forth in the Recitals.

"Parent Material Adverse Effect" means any Effect that, individually or in the aggregate with any one or more other Effects, would prevent, materially impair or delay beyond the Outside Date the consummation by Parent or Merger Sub of any of the Transactions.

"Parent Permits" means all franchises, tariffs, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders of any Governmental Entity necessary under applicable Law to own, lease and operate Parent's and the Parent Subsidiaries' assets and properties and to lawfully carry on Parent's and the Parent Subsidiaries' respective businesses as they are being conducted as of the date of this Agreement.

"Parent Proposed Changed Terms" has the meaning set forth in Section 6.4(f)(ii).

"Parent Related Parties" means, collectively, Parent, Merger Sub, or any of their respective former, current or future general or limited partners, stockholders, financing sources (including, for the avoidance of doubt, the Equity Financing Source), managers, members, Representatives or Affiliates.

"Parent Subsidiaries" means each Subsidiary of Parent.

"Parent Termination Fee" has the meaning set forth in Section 8.4(j).

"Party" means a party to this Agreement.

"Paying Agent" has the meaning set forth in Section 3.3(a).

"PCI DSS" means the Payment Card Industry Data Security Standard and any PCI DSS or card brand rules or regulations.

"Permitted Liens" means (i) Liens for Taxes (A) not yet due and payable or (B) being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Company's financial statements, to the extent required by GAAP, (ii) Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other similar common law or statutory Liens arising or incurred in the ordinary course of business consistent with past practice (A) that relate to obligations that are not delinquent or that the Company or any of the Company Subsidiaries is contesting in good faith by appropriate proceedings and for which adequate reserves have been established, to the extent required by GAAP and (B) that are not, individually or in the aggregate, material to the business of the Company and the Company Subsidiaries, taken as a whole, or Parent and the Parent Subsidiaries, taken as a whole, as applicable, (iii) Liens arising under original purchase price conditional sales Contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice that are not, individually or in the aggregate, material to the business of the Company and the Company Subsidiaries, taken as a whole, or Parent and the Parent Subsidiaries, taken as a whole, as applicable, (iv) zoning, entitlement, building and land use ordinances, codes and regulations imposed by any Governmental Entity that are not materially violated by any current use, occupancy or activity conducted by the Company or any of the Company Subsidiaries, or Parent or any of the Parent Subsidiaries, as applicable, (v) in the case of real property leased, subleased, licensed or otherwise occupied by the Company or any of the Company Subsidiaries or Parent or any of the Parent Subsidiaries, as applicable, any Lien to which the fee simple interest (or any superior leasehold interest) is subject or Liens in favor of the lessors under the lease, sublease, license, sublicense or other occupancy agreement for such real property, (vi) easements, rights-of-way, encroachments, restrictions, conditions or other imperfections of title, which, 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, (vii) non-exclusive licenses of Intellectual Property granted in the ordinary course of business, or (viii) Liens arising from transfer restrictions under applicable Laws of the U.S. federal securities Laws or similar applicable Laws of any jurisdiction.

"Person" means any individual, corporation, limited liability company, limited or general partnership, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Entity, or any group composed of two (2) or more of the foregoing.

"Personal Information" means any data and information that identifies, relates to, is reasonably capable of being associated with, a particular individual or is otherwise defined as "personal data", "personally identifiable information", or "personal information" under applicable Data Privacy Laws.

"Privacy Consents" means the terms of any consents, authorizations, waiver of authorization or other permission pursuant to which the Company Processed or Processes Personal Information.

"Privacy Policies" has the meaning set forth in Section 4.17(o).

"Proceeding" has the meaning set forth in Section 4.14.

"Processing" shall mean any operation or set of operations which is performed on Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, access, distribution, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Proxy Statement" has the meaning set forth in Section 4.5(b).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, movement or migration of Hazardous Materials into or through the environment.

"Replacement Plans" has the meaning set forth in Section 6.13(b).

"Representatives" means with respect to a Person, its directors, officers, managers, employees, agents and representatives, including any investment banker, financial advisor, attorney, accountant or other advisor, agent or representative.

"Required Amount" has the meaning set forth in Section 5.5(c).

"Restructuring Consent" means (i) a Consent of a Governmental Entity required or deemed required by such Governmental Entity under applicable Law for the consummation of the transactions contemplated by this Agreement, or (ii) a Restructuring Exemption Confirmation, in each case, with respect to a Money Transmitter License set forth in Section 6.3(b)(i) of the Company Disclosure Letter.

"Restructuring Consent Deadline" means June 18, 2027.

"Restructuring Exemption Confirmation" means a written confirmation received from a Governmental Entity, with respect to a Money Transmitter License issued by such Governmental Entity, that the transactions contemplated by this Agreement do not require Consent.

"Restructuring Notice" means a notification or filing regarding the transactions contemplated by this Agreement to the applicable Governmental Entity with respect to each Money Transmitter License, including, where applicable, a request that such Governmental Entity provide a Restructuring Exemption Confirmation or, in the alternative, grant any Consent contemplated in clause (i) of the definition of Restructuring Consent. Each Restructuring Notice shall include the information required by each State's Change of Control Checklist set forth in NMLS or as otherwise provided in the relevant money transmission statute, regulation or change of control checklist applicable to, or provided by, those states who do not have change of control checklists in NMLS. Further, each Restructuring Notice provided to the Governmental Entities shall include the information on WD Capital Partners Parent Inc. and the relevant persons or entities thereof and of Searchlight Capital Partners, LP (as determined by counsel for such entities or requested by the applicable Governmental Entity) as if such entities were deemed, as of the Closing, to exercise "Control" as set forth in each relevant state's money transmission statute.

"Rights" means, with respect to any Person, (a) options, warrants, preemptive rights, subscriptions, calls or other rights, convertible securities, exchangeable securities, agreements or commitments of any character obligating such person to issue, transfer or sell any equity interest of such person or any of its Subsidiaries or any securities convertible into or exchangeable for such equity interests or (b) contractual obligations of such person (or the general partner of such person) to repurchase, redeem or otherwise acquire any equity interest in such person or any of its Subsidiaries or any such securities or agreements listed in clause (a) of this definition.

"Rollover" has the meaning set forth in the Recitals.

"Rollover Shares" means the shares of Company Common Stock held by the Supporting Stockholders.

"Sanctioned Country" means any country or region or government thereof that is itself the subject or target of comprehensive Sanctions (at the time of this Agreement Cuba, Iran, North Korea, Venezuela and the Crimea region of Ukraine).

"Sanctioned Person" means any Person that is the target of Sanctions, including: (i) any Person listed on any Sanctions-related list, including the U.S. Department of the Treasury Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Blocked Persons, or any other OFAC, or U.S. Department of State Sanctions list; (ii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (i); or (iii) any Person organized or ordinarily resident in a Sanctioned Country, with the exception of Venezuela.

"Sanctions" means all U.S. and applicable non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the European Union or any European Union member state, the United Nations, or the United Kingdom.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder.

"SCP Person(s)" means (a) any direct or indirect equity holder, partner, member or manager of Searchlight Capital Partners IV, L.P., in each case, in its capacity as such, (b) each of the respective Affiliates of the foregoing, from time to time and (c) any portfolio company invested in by the Persons set forth in the foregoing clauses (a) or (b). For the avoidance of doubt, the Supporting Stockholders and their Affiliates will not be deemed to be SCP Persons.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. § 77a et seq., and the rules and regulations promulgated thereunder.

"Schedule 13E-3" has the meaning set forth in Section 4.5(b).

"Solvent" has the meaning set forth in Section 5.10.

"Subsidiary" means, with respect to a Person, any Person, whether incorporated or unincorporated, of which (a) at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions or (b) a general partner interest, is directly or indirectly owned or controlled by such Person or by one or more of its respective Subsidiaries.

"Support Agreement" has the meaning set forth in the Recitals.

"Supporting Stockholders" has the meaning set forth in the Recitals.

"Surviving Corporation" has the meaning set forth in Section 2.1(c).

"Surviving Corporation Common Stock" has the meaning set forth in Section 3.1(a)(i).

"Takeover Law" means any "interested stockholder," "fair price," "moratorium," "control share acquisition," "business combination" or any other anti-takeover Law or similar Law enacted under state or federal Law.

"Tax Return" means any return, report, declaration, form, election, statement, or any other document (including any attached schedules, supplements and additional or supporting material) filed or required to be filed with any Governmental Entity with respect to Taxes, including any information return, claim for refund, amended return or declaration of estimated Taxes (and including any amendments with respect thereto).

"Taxes" means all federal, provincial, territorial, state, municipal, local, domestic, foreign, or other taxes, charges, fees, levies, duties or other assessments, including all net income, gross income, gross receipts, alternative or add-on minimum, sales, use, ad valorem, goods and services, capital, transfer, franchise, margin, earnings, profits, windfall profits, license, withholding, payroll, employment, unemployment, employer health, social security, premium, workers compensation, occupation, excise, estimated, environmental, severance, stamp, occupation, property (real, personal, intangible or abandoned), or other taxes, custom duties, or other similar assessments or charges in the nature of a tax, together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Entity in connection with any of the foregoing.

"Transactions" has the meaning set forth in the Recitals.

"Treasury Regulations" means the regulations promulgated under the Code.

"Truist Credit Agreement" means the Credit and Guaranty Agreement, dated as of May 16, 2024, among Priority Holdings, LLC, as the sole Borrower Representative, the other Credit Parties thereto, and Truist Bank, as Administrative Agent, Collateral Agent, an Issuing Bank and Swing Line Lender, as amended by that certain Amendment No. 1 thereto, dated as of November 21, 2024, as further amended by that certain Amendment No. 2 thereto, dated as of July 31, 2025, and as further amended by that certain Amendment No. 3 thereto, dated as of October 1, 2025, as amended or amended and restated from time to time.

"Uncertificated Shares" has the meaning set forth in Section 3.3(b)(i).

"Unaffiliated Company Stockholders" means the holders of Company Common Stock, excluding those shares of Company Common Stock held, directly or indirectly, by or on behalf of (i) the Supporting Stockholders and any Affiliate thereof, (ii) any person that the Company has determined to be an "officer" of the Company within the meaning of Rule 16a-1(f) of the Exchange Act and (iii) those members of the Company Board who are not members of the Special Committee.

"Varde Credit Agreement" means the Credit Agreement dated as of August 18, 2025 among Priority Finance SPV, LLC, as Borrower, Priority Residual Finance, LLC, as Holdings, Priority Holdings, LLC, as Servicer, the Lenders thereunder from time to time party thereto, and VP Capital, L.P., as Administrative Agent and Collateral Agent, as amended or amended and restated from time to time.

"Willful Breach" means a breach or a failure to perform, in each case that is the consequence of a deliberate action or omission (including a failure to cure circumstances) by a Party with the knowledge that the taking of, or failure to take, such act would, or would reasonably be expected to, result in a breach of this Agreement.

Section 1.2 Interpretation. Unless expressly provided for elsewhere in this Agreement, this Agreement will be interpreted in accordance with the following provisions:

(a) the words "this Agreement," "herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion, Article, Section, subsection or other subdivision of this Agreement in which any such word is used;

(b) examples are not to be construed to limit, expressly or by implication, the matter they illustrate;

(c) the words “made available” (and words of similar import) by the Company with respect to any item or document means that prior to the execution of this Agreement, such information, document or material was (i) publicly available on the SEC’s EDGAR database or (ii) made available for review by Parent or Parent’s Representatives in the electronic data room maintained by the Company or otherwise provided to Parent or Parent’s Representatives by or on behalf of the Company (including in any “clean room” or on an “outside counsel only” basis), in each case, on or before 11:59 p.m. (Eastern Time) on the Business Day prior to the date of this Agreement;

(d) the word “including” and its derivatives means “including without limitation” and is a term of illustration and not of limitation;

(e) the word “or” shall be disjunctive but not exclusive;

(f) all definitions set forth herein are deemed applicable whether the words defined are used herein in the singular or in the plural and correlative forms of defined terms have corresponding meanings;

(g) a defined term has its defined meaning throughout this Agreement and each exhibit, schedule, certificate or other document to this Agreement, regardless of whether it appears before or after the place where it is defined;

(h) all references to prices, values or monetary amounts refer to United States dollars;

(i) wherever used herein, any pronoun or pronouns will be deemed to include both the singular and plural and to cover all genders;

(j) this Agreement has been jointly prepared by the Parties, and this Agreement will not be construed against any Person as the principal draftsperson hereof or thereof and no consideration may be given to any fact or presumption that any Party had a greater or lesser hand in drafting this Agreement;

(k) the captions of the Articles, Sections or subsections appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such Section, or in any way affect this Agreement;

(l) any references herein to a particular Section, Article, Annex or Schedule means a Section or Article of, or an Annex or Schedule to, this Agreement unless otherwise expressly stated herein;

(m) the Annexes and Schedules attached to this Agreement are incorporated herein by reference and will be considered part of this Agreement;

(n) unless otherwise specified herein, all accounting terms used herein will be interpreted, and all determinations with respect to accounting matters hereunder will be made, in accordance with GAAP, applied on a consistent basis;

(o) any references to (i) any Contract (including this Agreement), statute or regulation are to the Contract, statute or regulation as amended, modified, supplemented, restated or replaced from time to time (in the case of Contract, to the extent permitted by the terms thereof and, if applicable, by the terms of this Agreement); (ii) any Governmental Entity include any successor to that Governmental Entity; 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 rules and regulations promulgated under such statute) and references to any Section of any applicable Law or other law include any successor to such Section;

(p) all references to days mean calendar days unless otherwise provided;

(q) all references to time mean New York City time; and

(r) all references to "directors," "officers" or "employees" of the Company with respect to any obligation of the Company to cause its directors, officers or employees to take or refrain from taking any action, shall be deemed to exclude Thomas Priore, and no action taken by the Company or any of its Subsidiaries at the direction of Thomas Priore shall be deemed to be a breach of this Agreement.

ARTICLE II
THE MERGER; EFFECTS OF THE MERGER

Section 2.1 The Merger.

(a) Effecting the Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Closing, Parent, Merger Sub and the Company shall cause a certificate of merger in such form as required by and in accordance with the applicable provisions of the DGCL (the "Certificate of Merger"), to be executed and filed with the Office of the Secretary of State of the State of Delaware (the "Delaware Secretary").

(b) Effective Time. The Merger shall become effective on such date and at such time as the Certificate of Merger has been duly filed with the Delaware Secretary or at such later time and date as may be agreed upon by the parties in writing and specified in the Certificate of Merger in accordance with the DGCL (the "Effective Time").

(c) Surviving Corporation. At the Effective Time, Merger Sub shall be merged with and into the Company in accordance with the DGCL, whereupon the separate existence of Merger Sub shall cease, and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall become a wholly-owned Subsidiary of Parent, and the separate corporate existence of the Company, with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the properties, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

(d) Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the DGCL, this Agreement and the Certificate of Merger.

Section 2.2 Closing. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the "Closing"), shall take place as soon as practicable (but in any event no later than the third (3rd) Business Day) after the satisfaction or (to the extent permitted by applicable Law) waiver in accordance with this Agreement of all of the conditions set forth in Article VII (the "Closing Date") (other than any such conditions which by their nature cannot be satisfied until the Closing Date, which shall be required to be so satisfied or (to the extent permitted by applicable Law) waived in accordance with this Agreement on the Closing Date) via the electronic exchange of documents and signature pages, or such other time, date or place as Parent and the Company may agree in writing.

Section 2.3 Organizational Documents.

(a) At the Effective Time, the certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated to read in its entirety as set forth on Exhibit A hereto and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation, until, subject to Section 6.11, thereafter amended in accordance with its terms and the DGCL.

(b) The parties shall take all necessary actions so that at the Effective Time, the bylaws of the Company as in effect immediately prior to the Effective Time shall be amended and restated to be in the form of the bylaws of Merger Sub as in effect immediately prior to the Effective Time (except (i) that all references therein to Merger Sub shall be amended to become references to the Surviving Corporation and (ii) for any changes as shall be necessary to comply with Section 6.11) and, as so amended and restated, will be the bylaws of the Surviving Corporation until, subject to Section 6.11, thereafter amended in accordance with its terms, the certificate of incorporation of the Surviving Corporation and the DGCL.

Section 2.4 Directors and Officers of the Surviving Corporation. The parties shall take all necessary actions so that at the Effective Time, (i) the officers of the Company shall constitute the only officers of the Surviving Corporation, and such officers shall serve until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the Organizational Documents of the Surviving Corporation and (ii) the directors of Merger Sub shall become and constitute the only directors of the Surviving Corporation, and such directors shall serve until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the Organizational Documents of the Surviving Corporation.

ARTICLE III
MERGER CONSIDERATION; EXCHANGE PROCEDURES

Section 3.1 Effect of the Merger on Capital Stock.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any holder of any securities of Parent, Merger Sub or the Company:

(i) Merger Sub Common Stock. Each share of common stock, par value $0.01 per share, of Merger Sub (the "Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and shall represent one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation (the "Surviving Corporation Common Stock") and shall constitute the only outstanding shares of capital stock of the Surviving Corporation as of immediately after the Effective Time (other than the Rollover Shares). From and after the Effective Time, all certificates representing shares of Merger Sub Common Stock, if any, shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(ii) Conversion of Capital Stock of the Company. Subject to the other provisions of this Article III, each share of common stock, par value $0.001 per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (excluding any shares of Company Common Stock described in Section 3.1(a)(iii), the Rollover Shares and the Dissenting Shares) shall be converted automatically into the right to receive from Parent $8.05 in cash (the "Merger Consideration"), without any interest thereon and subject to any withholding Taxes required by applicable Law in accordance with Section 3.6. All such shares of Company Common Stock, when so converted, shall cease to be outstanding and shall cease to exist. Each holder of any such share of Company Common Stock that was outstanding immediately prior to the Effective Time shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration to be issued or paid in consideration therefor upon the surrender of any Certificates or Uncertificated Shares, as applicable, and the right to receive dividends and other distributions in accordance with clause (ii) of the first sentence of Section 3.3(c), in each case without interest.

(iii) Company, Parent and Merger Sub-Owned Shares. Each share of Company Common Stock that is issued and held by the Company or any of the Company's direct or indirect wholly-owned Subsidiaries, and each share of Company Common Stock that is owned by Parent, Merger Sub or any of their respective Affiliates (including the Rollover Shares), in each case, immediately prior to the Effective Time, shall automatically be canceled and shall cease to exist, and no consideration shall be issued or delivered in exchange therefor.

(b) Impact of Stock Splits, Etc. In the event of any change in the number of shares of Company Common Stock (or either class thereof), or securities convertible or exchangeable into or exercisable for shares of Company Common Stock (including options to purchase Company Common Stock), issued and outstanding after the date of this Agreement and prior to the Effective Time by reason of any stock split, reverse stock split, stock dividend, subdivision, reclassification, recapitalization, combination, exchange of shares or the like, the Merger Consideration shall be equitably adjusted to provide to the holders of Company Common Stock the same economic effect as contemplated by this Agreement prior to such event, subject to further adjustment in accordance with this Section 3.1(b). Nothing in this Section 3.1(b) shall be construed to permit any party to take any action that is otherwise prohibited or restricted by any other provision of this Agreement.

Section 3.2 Treatment of Equity Compensation Awards

(a) As soon as practicable following the date of this Agreement, the Company Board (or, if appropriate, any committee thereof administering the Company Stock Plan) shall adopt such resolutions as may be required to effect the following:

(i) adjust the terms of all outstanding Company Options, whether vested or unvested, as necessary to provide that, at the Effective Time, each Company Option outstanding immediately prior to the Effective Time shall be fully vested, cancelled and automatically converted into the right to receive a lump sum cash payment equal to the product of (A) the excess, if any, of the Merger Consideration over the applicable exercise price per share of Company Common Stock subject to such Company Option multiplied by (B) the number of shares of Company Common Stock subject to such Company Option, which shall be paid as promptly as practicable following, but in no event later than, ten (10) Business Days after the Effective Time;

(ii) adjust the terms of all outstanding Company RSUs, whether vested or unvested, as necessary to provide that, at the Effective Time, each such Company RSU outstanding immediately prior to the Effective Time shall vest in full and shall be cancelled and automatically converted into the right to receive, for each share of Company Common Stock subject to such Company RSU, solely the Merger Consideration, which shall be paid as promptly as practicable following, but in no event later than ten (10) Business Days after, the Effective Time;

(iii) adjust the terms of all outstanding Company PSUs, whether vested or unvested, as necessary to provide that, at the Effective Time, each such Company PSU outstanding immediately prior to the Effective Time shall vest at target level of performance achievement and shall be cancelled and automatically converted into the right to receive, for each share of Company Common Stock subject to such then-vested Company PSU, solely the Merger Consideration, which shall be paid as promptly as practicable following, but in no event later than ten (10) Business Days after, the Effective Time; and

(iv) make such other changes to the Company Stock Plan as the Company and Parent may agree are appropriate to give effect to the Merger. With respect to any amount payable under this Section 3.2(a) that constitutes nonqualified deferred compensation subject to Section 409A of the Code, to the extent that payment of such amount would otherwise cause the imposition of a Tax under Section 409A of the Code, such payment shall instead be made at the earliest time permitted under this Agreement and the terms of the corresponding award that will not result in the imposition of such Tax.

(b) All payments described in Section 3.2(a) shall be paid through the payroll system or payroll provider of the Surviving Corporation or its applicable Affiliate. Notwithstanding the foregoing, if any such payment cannot be made through such payroll system or payroll provider, then the Surviving Corporation or its applicable Affiliate will issue a check for such payment promptly following the Closing Date. Parent shall deposit, or cause to be deposited, with the Surviving Corporation or its applicable Affiliate, by wire transfer of immediately available funds at or promptly following the Effective Time, the amount of any such payments to the extent that the Surviving Corporation's or its applicable Affiliate's cash as of the Effective Time is insufficient to fund such payments.

(c) Prior to the Effective Time, the Company Board (or, if appropriate, any committee thereof administering the Company ESPP) shall take all actions with respect to the Company ESPP that are necessary or appropriate to provide that: (i) subject to the consummation of the Transactions, the Company ESPP shall terminate, effective immediately prior to the Effective Time, (ii) no new offering periods shall commence following the date hereof, (iii) no offering period in effect as of the date hereof shall be extended, no participant contributions thereunder shall be increased and no new participants shall be permitted to commence participation therein, following the date hereof, and (iv) with respect to the offering period in effect at the Effective Time, if any, all outstanding purchase rights under the Company ESPP shall be exercised as of no later than three (3) Business Days prior to the date on which the Effective Time occurs (the "Final Exercise Date") and each Company ESPP participant's accumulated contributions under the Company ESPP shall be used to purchase Company Common Stock in accordance with the terms of the Company ESPP as of the Final Exercise Date. All Company Common Stock purchased on the Final Exercise Date shall be treated in accordance with the terms and conditions of this Agreement.

Section 3.3 Payment for Securities.

(a) Paying Agent; Exchange Fund. Prior to the Effective Time, Parent shall enter into an agreement with an entity designated by Parent and reasonably acceptable to the Company to act as agent for the holders of Company Common Stock in connection with the Merger (the "Paying Agent") and to receive the Merger Consideration and any dividends or other distributions to which they are entitled pursuant to clause (ii) of the first sentence of Section 3.3(c). On the Closing Date and prior to the filing of the Certificate of Merger, Parent shall deposit, or cause to be deposited, with the Paying Agent, for the benefit of the holders of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (excluding any shares of Company Common Stock described in Section 3.1(a)(iii) and the Rollover Shares, and assuming there are no Dissenting Shares), an amount in cash sufficient to pay the aggregate Merger Consideration payable at or in connection with the Closing. Until disbursed in accordance with the terms and conditions of this Agreement, such cash will be invested by the Paying Agent, as directed by Parent or the Surviving Corporation, in (i) obligations of or fully guaranteed by the United States or any agency or instrumentality thereof and backed by the full faith and credit of the United States with a maturity of no more than thirty (30) days; (ii) commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively; or (iii) certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1,000,000,000 (based on the most recent financial statements of such bank that are then publicly available) (such cash and any proceeds thereon, the "Exchange Fund"). The Paying Agent shall, pursuant to irrevocable instructions, deliver the Merger Consideration contemplated to be issued in exchange for shares of Company Common Stock pursuant to this Agreement out of the Exchange Fund. Except as contemplated by this Section 3.3(a), the Exchange Fund shall not be used for any other purpose. The Surviving Corporation shall pay all charges and expenses, including those of the Paying Agent, in connection with the exchange of shares of Company Common Stock for the Merger Consideration.

(b) Payment Procedures.

(i) Promptly following the Effective Time, and in any event not more than three (3) Business Days thereafter, Parent and the Surviving Corporation will cause the Paying Agent to mail to each holder of record (as of immediately prior to the Effective Time) of (i) a certificate or certificates that immediately prior to the Effective Time represented outstanding shares of Company Common Stock (other than Dissenting Shares, the Rollover Shares, and shares of Company Common Stock described in Section 3.1(a)(iii)) (the "Certificates"); and (ii) uncertificated shares of Company Common Stock that represented outstanding shares of Company Common Stock (other than Dissenting Shares, the Rollover Shares, and shares of Company Common Stock described in Section 3.1(a)(iii)) (the "Uncertificated Shares"), (A) a letter of transmittal in customary form and reasonably acceptable to the Company (which will specify that delivery will be effected, and risk of loss and title to the Certificates will pass, only upon delivery of the Certificates to the Paying Agent); and (B) instructions for use in effecting the surrender of the Certificates and Uncertificated Shares in exchange for the Merger Consideration payable in respect thereof pursuant to Section 3.1(a)(ii) and any dividends or other distributions to which they are entitled pursuant to clause (ii) of the first sentence of Section 3.3(c). Upon surrender of Certificates for cancellation to the Paying Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holders of such Certificates will be entitled to receive, and the Paying Agent shall promptly pay, in exchange therefor, an amount in cash equal to the Merger Consideration payable in respect of the number of shares of Company Common Stock represented by such Certificate, and the Certificates so surrendered will forthwith be cancelled. Upon receipt of an "agent's message" by the Paying Agent (or such other evidence, if any, of transfer as the Paying Agent may reasonably request) in the case of a book-entry transfer of Uncertificated Shares, the holders of such Uncertificated Shares will be entitled to receive, and the Paying Agent shall promptly pay, in exchange therefor, an amount in cash equal to the Merger Consideration payable in respect of the number of shares of Company Common Stock represented by such holder's transferred Uncertificated Shares, and the transferred Uncertificated Shares so surrendered will be cancelled. The Paying Agent will accept such Certificates and transferred Uncertificated Shares upon compliance with such reasonable terms and conditions as the Paying Agent may impose to cause an orderly exchange thereof in accordance with normal exchange practices. No interest will be paid or accrued for the benefit of holders of the Certificates and Uncertificated Shares on the Merger Consideration payable upon the surrender of such Certificates and Uncertificated Shares. Until so surrendered, outstanding Certificates and Uncertificated Shares will be deemed from and after the Effective Time to evidence only the right to receive the Merger Consideration, without interest thereon, payable in respect thereof pursuant to Section 3.1(a)(ii) and any dividends or other distributions pertaining to Company Common Stock formerly represented by such Certificates or Uncertificated Shares as contemplated by clause (ii) of the first sentence of Section 3.3(c). Notwithstanding anything to the contrary in this Agreement, no holder of Uncertificated Shares will be required to provide a Certificate or an executed letter of transmittal to the Paying Agent in order to receive the payment that such holder is entitled to receive pursuant to Section 3.1(a)(ii).

(ii) Prior to the Effective Time, Parent and the Company will cooperate to establish procedures with the Paying Agent and the Depository Trust Company with the objective that (x) if the Effective Time occurs at or prior to 11:30 a.m., Eastern time, on the Closing Date, then the Paying Agent will transmit to the Depository Trust Company or its nominees on the Closing Date an amount in cash, by wire transfer of immediately available funds, equal to the Merger Consideration payable in respect of the number of shares of Company Common Stock (excluding any shares of Company Common Stock described in Section 3.1(a)(iii), the Rollover Shares and Dissenting Shares, and including any dividends or other distributions pertaining to such shares as contemplated by clause (ii) of the first sentence of Section 3.3(c)) held of record by the Depository Trust Company or such nominee immediately prior to the Effective Time (such amount, the "DTC Payment"); and (y) if the Effective Time occurs after 11:30 a.m., Eastern time, on the Closing Date, then the Paying Agent will transmit the DTC Payment to The Depository Trust Company or its nominees on the first Business Day after the Closing Date.

(c) Termination Rights. All Merger Consideration paid upon the surrender of and in exchange for shares of Company Common Stock in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such Company Common Stock, subject, however, to (i) Section 3.4 and (ii) the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time that may have been declared by the Company on Company Common Stock prior to the date of this Agreement and which remain unpaid at the Effective Time. At the Effective Time, the Surviving Corporation shall cause the stock transfer books of the Surviving Corporation to be closed immediately, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates or Uncertificated Shares are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged for the Merger Consideration payable in respect of the shares of Company Common Stock previously represented by such Certificates or Uncertificated Shares (other than Certificates or Uncertificated Shares evidencing shares of Company Common Stock described in Section 3.1(b)), and any dividends or other distributions pertaining to such shares as contemplated by clause (ii) of the first sentence of Section 3.3(c), without any interest thereon.

(d) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the former stockholders of the Company on the date that is twelve (12) months after the Closing Date shall be delivered to the Surviving Corporation, upon demand, and any former holders of shares of Company Common Stock who have not theretofore received the Merger Consideration and any dividends or other distributions pertaining to their former shares of Company Common Stock that such former holders have the right to receive pursuant to clause (ii) of the first sentence of Section 3.3(c), without interest thereon, shall thereafter look only to the Surviving Corporation and Parent for payment of their claim, in respect of such shares.

(e) No Liability. None of the Surviving Corporation, Parent, Merger Sub or the Paying Agent shall be liable to any holder of Company Common Stock for any amount of Merger Consideration properly delivered to a public official pursuant to any applicable abandoned property law, escheat law or similar Law. If any Certificate or Uncertificated Share has not been surrendered prior to the time that is immediately prior to the time at which Merger Consideration in respect of such Certificate or Uncertificated Share would otherwise escheat to or become the property of any Governmental Entity, any such shares, cash, dividends or distributions in respect of such Certificate or Uncertificated Share shall, to the extent permitted by applicable Law, become the property of Parent, free and clear of all claims or interest of any Person previously entitled thereto.

(f) Lost, Stolen or Destroyed Certificates. If any Certificate (other than a Certificate evidencing shares of Company Common Stock described in Section 3.1(a)(iii)) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if reasonably required by Parent or the Surviving Corporation, the posting by such Person of a bond in such reasonable amount as Parent or the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent shall pay in exchange for such lost, stolen or destroyed Certificate the Merger Consideration payable in respect of the shares of Company Common Stock formerly represented by such Certificate, without any interest thereon.

Section 3.4 Dissenter's Rights(i). Notwithstanding any other provision of this Agreement to the contrary, if required by the DGCL (but only to the extent required thereby), shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and that are held by holders of such shares who have not voted in favor of the adoption of this Agreement or consented thereto in writing and who have properly exercised and validly perfected appraisal rights with respect thereto in accordance with, and who have complied with, Section 262 of the DGCL (the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration, and holders of such Dissenting Shares shall be entitled to receive payment of the fair value of such Dissenting Shares in accordance with, but only if and when required by, the provisions of such Section 262, unless and until any such holder fails to perfect or effectively withdraws or loses its rights to appraisal and payment under the DGCL. If, after the Effective Time, any such holder fails to perfect or effectively withdraws or loses such rights, such Dissenting Shares will thereupon be treated as if they had been converted into, at the Effective Time, the right to receive the Merger Consideration, without any interest thereon, and the Surviving Corporation shall remain liable for payment of the Merger Consideration for such shares. At the Effective Time, any holder of Dissenting Shares shall cease to have any rights with respect thereto other than such rights as are provided to holders of Dissenting Shares pursuant to Section 262 of the DGCL. The Company shall give Parent (i) prompt written notice of any demands received by the Company for appraisals of shares of Company Common Stock, withdrawals of such demands and any other instruments relating to appraisal demands received by the Company pursuant to Section 262 of the DGCL and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands for appraisal pursuant to the DGCL in respect of Dissenting Shares. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands for payment in respect of Dissenting Shares. For purposes of this Section 3.4, "participate" means that Parent will be kept apprised of proposed strategy and other significant decisions with respect to demands for appraisal pursuant to the DGCL in respect of Dissenting Shares (to the extent that the attorney-client privilege between the Company and its counsel is not undermined or otherwise affected), and Parent may offer comments or suggestions with respect to such demands but will not be afforded any decision-making power or other authority over such demands except for the payment, settlement or compromise consent set forth above.

Section 3.5 No Dividends or Distributions. No dividends or other distributions with respect to capital stock of the Surviving Corporation with a record date on or after the Effective Time will be paid to the holder of any Certificates or Uncertificated Shares.

Section 3.6 Withholding Taxes. Notwithstanding anything in this Agreement to the contrary, each of Parent, the Company, Merger Sub, the Surviving Corporation, the Paying Agent and any other applicable withholding agent shall be entitled to deduct and withhold (or cause to be deducted and withheld) from the amounts otherwise payable pursuant to this Agreement (including to any holder of Company Common Stock or holder of equity or equity-based awards under the Company Stock Plan pursuant to this Agreement) such amounts as Parent, the Company, Merger Sub, the Surviving Corporation, the Paying Agent or any other applicable withholding agent, as the case may be, determines are required to be deducted or withheld with respect to the making of such payments under applicable Law. To the extent that amounts are so properly deducted or withheld and timely paid over to the appropriate Governmental Entity by Parent, the Company, Merger Sub, the Surviving Corporation, the Paying Agent or any other applicable withholding agent, as the case may be, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (x) as disclosed in the reports, schedules, exhibits (filed, linked or referenced), forms, statements and other documents filed by the Company with or furnished by the Company to the SEC on or after December 31, 2023 (excluding any disclosures set forth in any such Filed Company SEC Documents in any risk factor Section or any forward-looking disclosure that are non-specific, predictive, forward-looking or primarily cautionary in nature other than historical facts included therein) and publicly available prior to the date of this Agreement (the "Filed Company SEC Documents"), or (y) as set forth in the corresponding sections or subsections in the disclosure letter delivered by the Company to Parent as of the date hereof (the "Company Disclosure Letter") (it being acknowledged and hereby agreed that disclosure of any information in any section or subsection of the Company Disclosure Letter shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Company Disclosure Letter only to the extent that the relevance thereof is reasonably apparent on the face of such disclosure), the Company represents and warrants to Parent and Merger Sub as follows:

Section 4.1 Organization, General Authority and Standing. Each of the Company and the Company Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized (in the case of good standing, to the extent the concept is recognized by such jurisdiction), except in the case of any Company Subsidiary where any such failure to be in good standing would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries (a) has full power and authority necessary to enable it to own, operate, lease or otherwise hold its properties and assets and to conduct its business as presently conducted and (b) is duly qualified or licensed to do business in each jurisdiction where the nature of its business makes such qualification or licensing necessary, other than where the failure to have such power and authority or to be so qualified or licensed would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. True and complete copies of the Organizational Documents of the Company, as in effect on the date of this Agreement, are included in the Filed Company SEC Documents or have been made available to Parent. The Company is not in violation of its Organizational Documents in any material respect. There are not any stockholder agreements, voting trusts or other agreements to which the Company is a party or by which it is bound relating to the voting of any shares of the Company's capital stock. The Company is not a party to any Contract relating to the voting of, requiring registration of, or granting any preemptive rights, anti-dilutive rights or rights of first refusal or other similar rights with respect to any of the Company Common Stock.

Section 4.2 Capital Structure.

(a) The authorized capital stock of the Company consists of 1,000,000,000 shares of Company Common Stock, and 100,000,000 shares of preferred stock, par value $0.001 per share (the "Company Preferred Stock"). At the close of business on September 4, 2026 (the "Measurement Date"), (i) 82,472,221 shares of Company Common Stock were issued and outstanding, (ii) 407,627 shares of Company Common Stock were subject to Company Options, with a weighted average exercise price of $6.79 per share of Company Common Stock, (iii) 1,306,493 shares of Company Common Stock were subject to Company RSUs, (iv) 903,645 shares of Company Common Stock were subject to Company PSUs (at "target" level of performance), (v) 5,013,910 shares of Company Common Stock were held by the Company in its treasury, (vi) 9,641,460 additional shares of Company Common Stock were reserved and available for issuance pursuant to the Company Stock Plan, (vii) no shares of Company Common Stock were issuable pursuant to the Company ESPP in respect of the offering period in effect as of the date hereof and 156,437 additional shares of Company Common Stock were reserved and available for issuance pursuant to the Company ESPP, and (viii) no shares of Company Preferred Stock were issued and outstanding. Except as set forth above, at the close of business on the Measurement Date, no shares of capital stock of the Company were issued, reserved for issuance or outstanding. From the Measurement Date to the date of this Agreement, there have been no issuances by the Company of shares of capital stock of the Company, other than the rights under the Company ESPP or the exercise or settlement of any award or similar agreements under the Company Stock Plan granted prior to the Measurement Date.

(b) All outstanding shares of Company Common Stock, and all such shares that may be issued prior to the Effective Time when issued, (i) are or will be, as applicable, duly authorized, validly issued, fully paid and nonassessable, (ii) not subject to preemptive or similar rights, purchase options, calls or rights of first refusal or similar rights and (iii) issued in compliance in all material respects with applicable securities Laws and other applicable Law and all requirements set forth in applicable Contracts.

(c) Except as set forth in Section 4.2(a), as of the date of this Agreement, there are no options, warrants, calls, puts, convertible or exchangeable securities, subscriptions, phantom stock, stock appreciation rights, stock-based performance units or other rights to acquire shares of capital stock of the Company or Contracts to which the Company is a party or by which the Company is bound (i) obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of, or any security convertible or exchangeable for any shares of capital stock of the Company, (ii) obligating the Company to issue, grant or enter into, as applicable, any such option, warrant, security, unit, right or Contract or (iii) that give any person the right to receive any economic interest of any nature accruing to the holders of Company Common Stock. As of the date of this Agreement, there are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of capital stock of the Company or options, warrants, calls, puts, convertible or exchangeable securities, subscriptions, phantom stock, stock appreciation rights, stock-based performance units or other rights to acquire shares of capital stock of the Company, except for (A) the withholding of shares of Company Common Stock to satisfy Tax obligations with respect to Company Equity Awards granted pursuant to the Company Stock Plan prior to the Measurement Date or rights under the Company ESPP outstanding as of the Measurement Date, (B) in connection with Company Equity Awards outstanding as of the Measurement Date upon settlement thereof or forfeiture of Company Equity Awards or payment of the exercise price of Company Options, in each case, outstanding as of the Measurement Date and (C) in connection with rights under the Company ESPP outstanding as of the Measurement Date. Neither the Company nor any Company Subsidiary is a party to any agreement pursuant to which any Person is entitled to elect, designate or nominate any director of the Company or any of the Company Subsidiaries. Neither the Company nor any Company Subsidiary has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the stockholders of the Company on any matter.

(d) All Company Options, Company RSUs and Company PSUs are evidenced by written award agreements, in each case substantially in the forms that have been made available to Parent, except that such agreements may differ from such forms with respect to the number of Company Options, Company RSUs and Company PSUs covered thereby, the exercise price (if applicable), the vesting schedule, the expiration date applicable thereto and other similar terms.

Section 4.3 Company Subsidiaries; Equity Interests.

(a) Section 4.3(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the name and jurisdiction of incorporation or organization of each (i) Company Subsidiary and (ii) entity (other than the Company Subsidiaries) in which the Company or any Company Subsidiary owns any equity interest. All of the outstanding equity interests or other ownership interests in each Company Subsidiary that is a corporation have been validly issued, fully paid and nonassessable, and are owned by the Company, free and clear of all Liens, other than Permitted Liens. All of the outstanding equity interests or other ownership interests in each Company Subsidiary that is a partnership or limited liability company are validly issued, and are owned by the Company, free and clear of all Liens, other than Permitted Liens. As of the date of this Agreement, there are no options, warrants, rights, calls, puts, convertible or exchangeable securities, stock-based performance units or other rights to acquire shares of capital stock of the Company or Contracts to which any Company Subsidiary is a party or by which any Company Subsidiary is bound obligating any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of, or any security convertible or exchangeable for any shares of capital stock of, any Company Subsidiary.

(b) Except as set forth in Section 4.3(a) of the Company Disclosure Letter, the Company does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any Person, nor does the Company or any Company Subsidiary have any obligation, contingent or otherwise, to consummate any material additional investment in any Person other than a Company Subsidiary.

Section 4.4 Authority; Execution and Delivery; Enforceability.

(a) The Company has the requisite corporate power and authority to enter into this Agreement and any Ancillary Agreement to which it is a party and, subject, in the case of the Merger, to receipt of the Company Stockholder Approval, to perform its obligations hereunder and to consummate the Merger and the other transactions contemplated hereby and thereby, in each case, in accordance with the terms of this Agreement and the Ancillary Agreements to which it is a party. The adoption, execution and delivery by the Company of this Agreement and the Ancillary Agreements to which it is a party and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate action on the part of the Company, subject, in the case of the Merger, to receipt of the Company Stockholder Approval. The Company has duly executed and delivered this Agreement and the Ancillary Agreements to which it is a party, and, assuming due authorization, execution and delivery by Parent and Merger Sub, this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a Proceeding at law or in equity).

(b) The Special Committee, which consists solely of two or more directors, each of whom the Company Board has determined to be a "disinterested director" (as defined in Section 144 of the DGCL), at a meeting thereof duly called and held at which all members of the Special Committee were present, duly adopted resolutions (which, as of the execution and delivery of this Agreement by the Parties hereto, have not been rescinded, modified or withdrawn in any way, and after the date of this Agreement, have not been rescinded, modified or withdrawn in any way except in compliance with the terms and conditions set forth in this Agreement) unanimously (i) determining that this Agreement and the Transactions, including the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (ii) recommending that the Company Board approve this Agreement and the Transactions, including the Merger and declare that this Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of the Company and the Company's stockholders and (iii) recommending that, subject to approval by the Company Board, the Company Board resolve to recommend that the stockholders of the Company vote to adopt this Agreement and approve the Transactions, including the Merger.

(c) The Company Board, at a meeting thereof duly called and held, acting on the recommendation of the Special Committee, duly adopted resolutions (which, as of the execution and delivery of this Agreement by the Parties hereto, have not been rescinded, modified or withdrawn in any way, and after the date of this Agreement, have not been rescinded, modified or withdrawn in any way except in compliance with the terms and conditions set forth in this Agreement) (i) determining that this Agreement and the Transactions, including the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (ii) approving this Agreement and the Transactions, including the Merger, and declaring that this Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of the Company and the Company's stockholders, (iii) directing that this Agreement be submitted to the stockholders of the Company for their adoption and (iv) recommending that the stockholders of the Company adopt this Agreement and the Transactions, including the Merger (such recommendation described in clause (iv), the "Company Board Recommendation").

(d) Assuming the representations and warranties set forth in Section 5.9 are true and correct, the only votes of holders of any class or series of capital stock of the Company necessary to adopt this Agreement and to consummate the Merger are the adoption of this Agreement by the affirmative vote or consent of holders of (i) a majority of the voting power of all outstanding shares of Company Common Stock entitled to vote, voting as a single class and (ii) a majority of the votes cast by the "disinterested stockholders" (as such term is defined in Section 144 of the DGCL), which for the avoidance of doubt, shall exclude any stockholder that is not an Unaffiliated Company Stockholder ((i) and (ii) together, the "Company Stockholder Approval").

(e) Except for the Company Stockholder Approval and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement, performance by the Company of its covenants and obligations hereunder and the consummation of the Transactions.

Section 4.5 No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement do not, and the consummation of the Transactions and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any material obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company or the Company Subsidiaries under, any provision of (i) the Organizational Documents of the Company, (ii) any Company Permit or any Company Specified Contract or (iii) subject to the filings and other matters referred to in Section 4.5(b) and Section 6.3(a) and, assuming the accuracy of Parent's representations in Section 5.9, any Law applicable to the Company or the Company Subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(b) No consent, approval, license, permit, order, waiver or authorization ("Consent") of, or registration, declaration or filing with, or permit from, any national, Federal, state, provincial, local or other government, domestic, foreign or supranational, or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, arbitral body (public or private), domestic or foreign (a "Governmental Entity"), is required to be obtained or made by or with respect to the Company or any Company Subsidiary in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than (i) the filing with the SEC of (A) a proxy relating to the adoption of this Agreement by the Company's stockholders (the "Proxy Statement") (B) a Rule 13E-3 transaction statement on Schedule 13E-3 relating to the adoption of this Agreement by the Company's stockholders (the "Schedule 13E-3"), and (C) such reports under the Exchange Act and the Securities Act as may be required in connection with this Agreement or the Transactions, (ii) the filing of the Certificate of Merger with the Delaware Secretary and appropriate documents with the relevant authorities of the other jurisdictions in which the Company is qualified to do business, (iii) such filings as may be required under the rules and regulations of the Nasdaq, (iv) the Restructuring Notices and the Restructuring Consents (if any), and (v) such other items that the failure of which to obtain or make would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

Section 4.6 SEC Documents; Undisclosed Liabilities.

(a) Since December 31, 2023, the Company has filed or furnished with the SEC all forms, registration statements, reports, schedules and statements required to be filed or furnished under the Exchange Act or the Securities Act. At the time filed (or, in the case of registration statements, solely on the dates of effectiveness) (except to the extent amended by a subsequently Filed Company SEC Document prior to the date of this Agreement, in which case as of the date of such amendment), each Filed Company SEC Document complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be and did not contain any untrue statement of a material fact, or omit to state a material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. The Company has made all certifications and statements required by Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the Filed Company SEC Documents. As of the date hereof, neither the Company nor any of its officers has received notice from any Governmental Entity challenging or questioning the accuracy, completeness, form or manner of filing of such certifications. As of the date hereof, there are no outstanding or unresolved comments received by the Company from the SEC with respect to any of the Filed Company SEC Documents and, to the Knowledge of the Company, none of the Filed Company SEC Documents is the subject of ongoing SEC review or investigation. None of the Company Subsidiaries is, or has at any time since December 31, 2023 been, subject to the reporting requirements of Section 13(a) or Section 15(d) of the Exchange Act.

(b) The audited consolidated financial statements and the unaudited quarterly financial statements (including, in each case, the notes thereto) of the Company included in the Filed Company SEC Documents (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) were prepared in all material respects in accordance with GAAP (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC) applied in all material respects on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods covered thereby (subject, in the case of unaudited quarterly statements, to year-end adjustments).

(c) Except as reflected or reserved against in the consolidated balance sheet of the Company, as of June 30, 2026, or the notes thereto, included in the Filed Company SEC Documents (such balance sheet and the notes thereto, the "Company Balance Sheet"), the Company and the Company Subsidiaries do not have any liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) other than (i) liabilities or obligations incurred in the ordinary course of business consistent with past practice since the date of the Company Balance Sheet (none of which relates to any breach of contract, breach of warranty, tort, infringement, misappropriation or any similar action), (ii) liabilities or obligations not required to be disclosed in a consolidated balance sheet of the Company or in the notes thereto prepared in accordance with GAAP and the rules and regulations of the SEC applicable thereto, (iii) liabilities or obligations incurred in connection with the Transactions to the extent permitted or contemplated by this Agreement and (iv) liabilities or obligations that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Neither the Company nor any Company Subsidiary is a party to, or has any commitment to become a party to, any "off balance sheet arrangement" within the meaning of Item 303(a) of Regulation S-K promulgated under the Securities Act.

(d) The Company has established and maintains disclosure controls and procedures over financial reporting (as such terms are defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) as required by the Exchange Act. The Company's disclosure controls and procedures are reasonably designed to ensure that all material information required to be disclosed by the Company in the 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 material information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act.

(e) The Company has established and maintains a system of internal accounting controls that are effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, including policies and procedures that (i) require 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 accordance with GAAP and that receipts and expenditures of the Company are being made only in accordance with appropriate authorizations of the Company's 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. The Company's management has completed an assessment of the effectiveness of the Company's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2025, and such assessment concluded that such controls were effective. From the date of the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 to the date of this Agreement, the Company's auditors and the Company Board have not been advised of (i) any significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting, and, in each case, neither the Company nor any of its Representatives has failed to disclose such information to the Company's auditors or the Company Board. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Filed Company SEC Documents.

Section 4.7 Information Supplied. None of the information supplied or to be supplied by or on behalf of the Company for inclusion or incorporation by reference in the Proxy Statement or the Schedule 13E-3 will, at the time such document is filed with the SEC, at any time it is amended or supplemented or at the time it is first published, sent or given to the Company's stockholders (as applicable), contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; except that no representation or warranty is made by the Company with respect to statements included or incorporated by reference therein based on information supplied by or on behalf of Parent or Merger Sub for inclusion or incorporation by reference therein. The Proxy Statement will, as at the date of filing with the SEC, comply as to form in all material respects with the requirements of the Exchange Act.

Section 4.8 Absence of Certain Changes or Events.

(a) Since June 30, 2026, there has not been any Company Material Adverse Effect.

(b) From June 30, 2026 through the date of this Agreement, the Company and the Company Subsidiaries have conducted each of their respective businesses in the ordinary course.

Section 4.9 Taxes.

(a) The Company and the Company Subsidiaries have (i) timely filed (taking into account valid extensions obtained in the ordinary course of business) all material Tax Returns required to be filed by any of them, and all such Tax Returns are true and complete in all material respects and prepared in compliance in all material respects with all applicable Law, (ii) timely paid all material Taxes that are due and payable by it other than such Taxes that are being contested in good faith and have been adequately reserved against in accordance with GAAP, and (iii) timely withheld and paid over to the appropriate Tax authority all material Taxes required to be withheld.

(b) The Company has not received any written claim from any Tax authority for any material Taxes that have not been paid or finally resolved, and no assessment, deficiency or adjustment has been asserted, proposed or threatened in writing by any Tax authority with respect to any material Taxes or material Tax Returns of the Company that have not been paid or finally resolved. No audits or other examinations with respect to material income Taxes of the Company are presently in progress or have been asserted or proposed in writing and the Company has not received a written claim by a Governmental Entity in a jurisdiction where the Company does not file Tax Returns that are or may be subject to material Tax in that jurisdiction.

(c) The Company has not engaged in a "listed transaction" within the meaning of Section 6707A(c) of the Code and Treasury Regulations Section 1.6011-4(b)(2).

(d) The Company (i) is not a party to or bound by, or currently has any material liability pursuant to, any Tax sharing, allocation or indemnification agreement or obligation, and (ii) has no material liability for the Taxes of any Person other than the Company pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-United States Tax law) as a transferee or successor by contract or otherwise, other than ordinary course commercial agreements not primarily related to Taxes.

(e) There are no Liens (other than Permitted Liens) for material Taxes on any asset of the Company.

(f) No "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-United States Tax law), private letter ruling, technical advice memoranda or similar agreement or ruling has been entered into or issued by any Governmental Entity with respect to the Company which agreement or ruling would be effective after the Closing.

(g) Within the last two (2) years, the Company has not been a "distributing corporation" or a "controlled corporation" in a transaction intended to be governed by Section 355 of the Code.

Section 4.10 Labor Relations.

(a) Except as set forth in Section 4.10(a) of the Company Disclosure Letter or as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect: (i) the Company is in compliance with all applicable Laws respecting labor, employment, human rights, pay equity, fair employment practices, workplace safety and health, workers' compensation, unemployment insurance, terms and conditions of employment, immigration and work authorization, classification as exempt and non-exempt for purposes of the Fair Labor Standards Act and analogous laws, classification as independent contractors or employees, and wages and hours; and (ii) none of the Company and the Company Subsidiaries are delinquent in any payments to any employee or independent contractor with respect to any services performed for it to the date hereof or amounts required to be reimbursed.

(b) Since December 31, 2023: (i) no employee of the Company or independent contractors who are individuals (excluding individuals leased through staffing agencies) or corporations leasing or providing the services of a single individual to the Company ("Contingent Workers") has made any written allegation of discrimination or harassment (including, without limitation, sexual harassment) against the Company or against any employee who is an executive officer of the Company or who is employed at the level of Vice President or above; and (ii) the Company has not entered into any settlement agreements related to allegations of discrimination or harassment (including, without limitation, sexual harassment) by any employee who is an executive officer of the Company or who is employed at the level of Vice President or above.

(c) Except as set forth on Section 4.10(c) of the Company Disclosure Letter, the Company has not, since December 31, 2023, experienced a "plant closing," "business closing," or "mass layoff" as defined in the Worker Adjustment and Retraining Notification (WARN) Act or any similar state, local or foreign Law or regulation affecting any site of employment of the Company or one or more facilities or operating units within any site of employment or facility of the Company, and, during the ninety (90) day period preceding the date hereof, no employee has suffered an "employment loss," as defined in the WARN Act or any similar state, local or foreign Law or regulation, with respect to the Company.

(d) There are no collective bargaining or other labor union agreements to which the Company or any Company Subsidiary is a party or by which the Company or any Company Subsidiary is bound. None of the employees of the Company or any Company Subsidiary is represented by any union, works council or similar foreign labor organization with respect to his or her employment by the Company or any Company Subsidiary. To the Knowledge of the Company, since December 31, 2023, neither the Company nor any Company Subsidiary has experienced any material labor disputes, strikes, work stoppages, slowdowns, lockouts or union organization attempts concerning any employees of the Company or any Company Subsidiary. To the Knowledge of the Company, there is no unfair labor practice charge or complaint or other Proceeding pending or threatened in writing against the Company or any Company Subsidiary before the National Labor Relations Board or any similar Governmental Entity that would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

Section 4.11 Employee Benefits.

(a) Section 4.11(a) of the Company Disclosure Letter sets forth a true and complete list, as of the date of this Agreement, of each material Company Benefit Plan.

(b) With respect to each material Company Benefit Plan, the Company has made available to Parent true and complete copies of (i) such material Company Benefit Plan, including any amendment thereto (or, in either case, with respect to any unwritten material Company Benefit Plan, a written description thereof), other than any material Company Benefit Plan that the Company or any Company Subsidiary is prohibited from making available to Parent as a result of applicable Law relating to the safeguarding of data privacy, (ii) each current trust, material insurance, annuity or other funding Contract related thereto, (iii) the most recent annual report on Form 5500 required to be filed with the Department of Labor with respect thereto (if any), (iv) the most recent favorable Internal Revenue Service determination or opinion letter, and (v) any material non-routine correspondence with a Governmental Entity.

(c) Each Company Benefit Plan has been maintained, funded and administered in accordance with its terms and was established, and has been administered and maintained, and is in compliance with ERISA, the Code and all other applicable Laws, other than failures that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Without limiting the generality of the foregoing, with respect to each Company Benefit Plan that is subject to the Laws of a jurisdiction other than the United States (a "Foreign Plan") and except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (w) each Foreign Plan required to be registered has been properly registered and has been maintained in good standing with applicable regulatory authorities, (x) each Foreign Plan intended to receive favorable tax treatment under applicable tax Laws has been qualified or similarly determined to satisfy the requirements of such Laws, (y) no Foreign Plan is a defined benefit plan, and (z) no Foreign Plan has any unfunded liabilities, nor are such unfunded liabilities reasonably expected to arise in connection with the Transactions.

(d) All obligations of the Company and each Company Subsidiary under or in respect of the Statutory Plans have been satisfied, and there are no outstanding defaults or violations thereunder by the Company or any Company Subsidiary, other than any such defaults or violations that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(e) Each Company Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter or opinion letter as to such qualification from the Internal Revenue Service, and no event has occurred, either by reason of any action or failure to act, that would reasonably be expected to cause the loss of any such qualification, except where such loss of qualification would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(f) None of the Company, any Company Subsidiary, or any of their respective ERISA Affiliates sponsors, maintains, contributes to, is required to maintain or contribute to, or has any actual or contingent liability under, (i) any "defined benefit plan" (as defined in Section 3(35) of ERISA) or any other plan that is subject to Section 302 or Title IV of ERISA or Section 412 of the Code or (ii) any "multiemployer plan" within the meaning of Section 3(37) of ERISA; nor, in each case, have they sponsored, maintained or contributed to any such plan within the preceding six (6) years.

(g) Neither the Company nor any Company Subsidiary has any material liability in respect of post-retirement health, medical or life insurance benefits for retired, former or current employees of the Company or the Company Subsidiaries, other than for continuation coverage required under Section 4980B of the Code or any state Laws.

(h) Neither the Company nor any Company Subsidiary has any obligation to gross-up, indemnify or otherwise make whole any Person for Taxes, including under Sections 409A or 4999 of the Code.

(i) Except as set forth on Section 4.11(i) of the Company Disclosure Letter or required by the terms of this Agreement, none of the execution or delivery of this Agreement, the obtaining of the Company Stockholder Approval, or the consummation of the Transactions (alone or in conjunction with any other event, including any termination of employment or engagement occurring on or following the Effective Time) will (i) entitle any current or former director, officer, employee, contractor, consultant or other individual service provider of the Company or any Company Subsidiary to any additional or increased existing benefit or compensation, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefits or trigger any other material obligation under any Company Benefit Plan or otherwise, (iii) give rise to any payment or benefit that, together with any other payment or benefit, could constitute an "excess parachute payment" for purposes of Section 280G of the Code or (iv) restrict the right of the Company or any Company Subsidiary to modify, merge or terminate any Company Benefit Plan.

Section 4.12 Title to Properties.

(a) The Company and the Company Subsidiaries do not own, nor have they ever owned, any real property.

(b) Section 4.12(b) of the Company Disclosure Letter sets forth the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments with respect thereto) for each such Leased Real Property. The Company has made available to Parent a true and complete copy of each such Lease document, and in the case of any oral Lease, a written summary of the material terms of such Lease. With respect to each Lease (including all material modifications, amendments and supplements thereto) except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect: (i) the Company or the applicable Company Subsidiary has a valid leasehold estate in the applicable Leased Real Property, free and clear of all Liens (other than Permitted Liens); (ii) the Company's or Company Subsidiary's possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to the Knowledge of the Company, there are no written disputes with respect to any Lease; (iii) the Company or Company Subsidiary has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; (iv) no member of the Company or the Company Subsidiaries has collaterally assigned or granted any other security interest in such Lease or any interest therein; and (v) there are no Liens (other than Permitted Liens) on the estate or interest created by such Lease other than pursuant to the terms thereof. Neither the Company, the Company Subsidiaries, nor to the Knowledge of the Company, any other party to any material Lease, is in material breach of or default under any Lease, and to the Knowledge of the Company, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease.

Section 4.13 Material Contracts.

(a) Except for this Agreement and for any Company Benefit Plan or the Contracts disclosed in the Filed Company SEC Documents, Section 4.13(a) of the Company Disclosure Letter sets forth a true and complete list, as of the date of this Agreement, and the Company has made available to Parent true and complete copies, of:

(i) each Contract that is or would be required to be filed as an exhibit to the Company's Annual Report on Form 10-K pursuant to Item 601(b)(10)(i) of Regulation S-K or disclosed by the Company in a Current Report on Form 8-K since the date of the Company Balance Sheet and before the date hereof;

(ii) each Contract containing a covenant limiting the freedom of the Company or any of the Company Subsidiaries to engage in any line of business, to carry on business in any geographic region, to offer any product or service or operate within any industry or commercial field, or to compete with any Person to the extent such limitation is material to the conduct of the business of the Company and the Company Subsidiaries, taken as a whole, as presently conducted;

(iii) each limited liability company agreement, joint venture or other similar agreement or arrangement relating to the formation, creation, operation, management or control of any partnership or joint venture that is material to the businesses of the Company and the Company Subsidiaries, taken as a whole, other than any such limited liability company, partnership or joint venture that is a Company Subsidiary;

(iv) each Contract under which (i) any Person (other than the Company or any of the Company Subsidiaries) has directly or indirectly guaranteed outstanding liabilities of the Company or any of the Company Subsidiaries or (ii) the Company or any Company Subsidiary has directly or indirectly guaranteed outstanding liabilities of any Person (other than the Company or any Company Subsidiary) (in each case of (i) and (ii), which guarantee obligation exceeds $2,500,000 annually, other than, in each case, endorsements for the purpose of collection in the ordinary course of business);

(v) any Contract under which the Company or the applicable Company Subsidiary has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness for borrowed money to, any Person (other than the Company or any Company Subsidiaries), in any such case which the outstanding balance, individually, is in excess of $2,500,000, other than Contracts solely between or among the Company or any Company Subsidiary;

(vi) any Contract (other than between or among the Company or any Company Subsidiary) relating to any interest rate, currency or commodity derivatives or hedging transactions involving an amount in excess of $2,500,000;

(vii) any Contract under which the Company or the applicable Company Subsidiary, directly or indirectly, has agreed to make after the date hereof any advance, loan, extension of credit or capital contribution to, or other investment in, any Person (other than the Company or any of the Company Subsidiaries and other than extensions of trade credit in the ordinary course of business), in any such case which, individually, is in excess of $2,500,000;

(viii) all written Contracts for the employment or engagement of any current employee or Contingent Worker that is not terminable at will (without the imposition of penalties, damages, or obligation for payment of severance or other sums) that provides for a total compensation opportunity or fee equal to or exceeding $400,000;

(ix) any Contract that prohibits the pledging of capital stock of the Company or any Company Subsidiary or prohibits the issuance of guarantees by any Company Subsidiary, in each case, other than pursuant to any joint venture;

(x) any Contract that requires the future acquisition from another Person or future disposition to another Person of assets or capital stock or other equity interest of another Person and any other Contract that relates to an acquisition or similar transaction which contain "earn-out" obligations with respect to the Company or any Company Subsidiaries, in any such case, after the date hereof with a value in excess of $2,500,000;

(xi) each Contract under which the Company or any Company Subsidiary licenses or sublicenses Intellectual Property from or to any third party (other than (1) licenses or sublicenses of generally commercially available off-the-shelf software programs or open-source software, or (2) non-exclusive licenses or sublicenses granted in the ordinary course of business);

(xii) any Contract for the outsourcing of the development of any material Intellectual Property of the Company (excluding any Contracts with employees of the Company or any Company Subsidiary);

(xiii) any Contract entered into to settle or resolve any Intellectual Property-related dispute or litigation that has material outstanding obligations, including settlement agreements, coexistence agreements, covenant not to sue agreements, and consent to use agreements; and

(xiv) any Contract for indemnification, advancement of expenses (other than the advancement of business expenses in the ordinary course) or exculpation of liability with any current or former director, officer or employee of the Company or any Company Subsidiaries, other than Contracts entered into on substantially the same form as the Company's standard forms previously made available to Parent;

(xv) any Contract (excluding any statements of work and any other similar Contracts that are not master agreements and that do not contain any material terms that apply generally to transactions with the applicable bank or other provider) with a bank, financial institution, or other provider of transaction processing, clearing, settlement, disbursement, or account services for the maintenance of accounts, prefunding arrangements, or the funding or facilitation of transfers or payouts initiated through services offered or provided by the Company or any Company Subsidiary, in each case that is necessary to conduct the Business as currently operated or otherwise material to the operation of the Company or Company Subsidiary; and

(xvi) any Contract with any Network, issuing bank, sponsor bank, merchant acquirer, program manager, or other similar payment services provider (including a provider of virtual credit card or debit card solutions) that is necessary to conduct the Business as currently operated or otherwise material to the operation of the Company or any Company Subsidiary.

Each such Contract described in clauses (i) through (xvi) above is referred to herein as a "Company Specified Contract."

(b) As of the date of this Agreement, each of the Company Specified Contracts is valid, binding and enforceable on the Company or the Company Subsidiaries, as the case may be, and, to the Knowledge of the Company, each other party thereto, and is in full force and effect (i) except for such failures to be valid, binding or enforceable or to be in full force and effect as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect and (ii) except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a Proceeding at law or in equity. As of the date of this Agreement, to the Knowledge of the Company, there is no default under any Company Specified Contract by the Company or the Company Subsidiaries or any other party thereto, and no event has occurred that (with or without notice or lapse of time, or both) would constitute a default thereunder by the Company or any Company Subsidiary or, to the Knowledge of the Company, any other party thereto, in each case except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

Section 4.14 Litigation. As of the date of this Agreement, there is no claim, suit, action, investigation or proceeding of any nature, civil, criminal or regulatory, in law or equity, by or before any Governmental Entity or arbitrator (each, a "Proceeding") pending or, to the Knowledge of the Company, threatened against the Company or any Company Subsidiary that would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, nor is there any Judgment outstanding against the Company or any Company Subsidiary that would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. To the Knowledge of the Company, as of the date of this Agreement, no officer or director of the Company or any Company Subsidiary is a defendant in any material Proceeding in connection with his or her status as such.

Section 4.15 Compliance with Laws.

(a) Each of the Company and the Company Subsidiaries is, and at all times since December 31, 2023 has been, in compliance with all, and is not in default under or in violation of any applicable Law, other than any noncompliance, default or violation that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Neither the Company nor any Company Subsidiary has received any written notice or communication since December 31, 2023 and prior to the date of this Agreement from a Governmental Entity that alleges that the Company or any Company Subsidiary is not in compliance with or is in default or violation of any applicable Law, except where such noncompliance, default or violation would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. To the Knowledge of the Company, as of the date of this Agreement, no investigation or review by any Governmental Entity with respect to the Company or any Company Subsidiary is pending or threatened, other than those the outcome of which has not had and would not be reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and the Company Subsidiaries hold all material franchises, tariffs, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders of any Governmental Entity necessary under applicable Law to own, lease and operate their assets and properties and to lawfully carry on their businesses as they are being conducted (collectively, the "Company Permits"), except where the failure to be in possession of such Company Permits would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. As of the date of this Agreement, all Company Permits are valid and in full force and effect, except where the failure to be in full force and effect would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. As of the date of this Agreement, no suspension or cancellation of any of the Company Permits is pending or, to the Knowledge of the Company, threatened and the Company and the Company Subsidiaries are in compliance with all such Company Permits, except where such suspension, cancellation or noncompliance would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(c) The operations of the Company and Company Subsidiaries are and have been since December 31, 2023 conducted in material compliance with applicable financial due diligence, recordkeeping and reporting requirements of all applicable Anti-Money Laundering Laws, or similar Laws applicable to the Company or any Company Subsidiary, except where such noncompliance would not reasonably be expected to, individually or in the aggregate, be material to the Company and the Company Subsidiaries taken as a whole, and no suit, action or Proceeding by or before any Governmental Entity involving the Company or any Company Subsidiaries, with respect to Anti-Money Laundering Laws is ongoing, pending or, to the Knowledge of the Company, threatened. To the Knowledge of the Company, no condition or circumstance exists (including any ongoing Proceedings) that would reasonably form the basis of any such suit, action or Proceeding. Each of the Company and the Company Subsidiaries has instituted and maintains policies and procedures designed to promote compliance with Anti-Money Laundering Laws and is in material compliance with such policies and procedures.

(d) Since December 31, 2023, there has been no failure by the Company or any Company Subsidiary to comply in any material respect with the applicable bylaws, operating rules and identification standards manual of, and any other rules, regulations, guidelines, instructions, directives, manuals, policies and procedures promulgated by, any Network (including the Payment Card Industry Data Security Standards (PCI DSS)), in each case as may be in effect from time to time (collectively, "Network Rules"), which are binding on the Company or any of the Company Subsidiaries or with which the Company or any of the Company Subsidiaries are required to comply pursuant to contractual requirements, except where the failure to comply would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Since December 31, 2023, neither the Company nor any of the Company Subsidiaries has received written notice or communication of any violation or alleged violation of any Network Rule, except as would not reasonably be expected to, individually or in the aggregate, result in a Company Material Adverse Effect. To the Knowledge of the Company, no Contract between the Company or any of the Company Subsidiaries and any financial institution or other third party violates in any material respect the Network Rules applicable thereto, and the performance by the Company and the Company Subsidiaries of their respective obligations thereunder does not violate in any material respect any of the Network Rules applicable thereto.

(e) Since December 31, 2023, except as disclosed in Section 4.15(e) of the Company Disclosure Letter or which, individually or in the aggregate, have not resulted, or would not reasonably be expected to result, in a Company Material Adverse Effect, (i) the Company and the Company Subsidiaries have timely filed or caused to be timely filed all unclaimed property, contingent liability and similar reports required to be filed, and have remitted to the appropriate Governmental Entity all unclaimed property required to be remitted, under applicable abandoned property, escheat or similar Laws, and (ii) the Company and the Company Subsidiaries have complied with all applicable abandoned property, escheat or similar Laws.

Section 4.16 Environmental Matters.

(a) Except for matters that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect:

(i) The Company and the Company Subsidiaries are, and since December 31, 2023 have been, in compliance with all Environmental Laws, which compliance has included obtaining, maintaining, and complying with all Environmental Permits required for the operation of the business or the ownership or occupancy of the real property;

(ii) Neither the Company nor any Company Subsidiary has received any written notice, report or other written correspondence from any Governmental Entity or other Person alleging the actual or potential violation of or liability under any Environmental Law or any Environmental Permit, in each case since December 31, 2023 or which otherwise remains pending or unresolved;

(iii) There are no Proceedings or Judgments pending or, to the Knowledge of the Company, threatened by a Governmental Entity or other Person against the Company or any Company Subsidiary that allege a violation of or liability under any Environmental Law or any Environmental Permit;

(iv) Neither the Company nor any Company Subsidiary has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, Released, exposed any Person to, or owned or operated any property contaminated by, any Hazardous Material so as to give rise to any liabilities (contingent or otherwise) of any Company or any Company Subsidiary pursuant to Environmental Laws;

(v) Neither the Company nor any Company Subsidiary has provided an indemnity with respect to, or otherwise assumed by Contract, any liability of any other Person relating to Environmental Laws or Hazardous Materials;

(vi) The Company and each Company Subsidiary has furnished all material environmental assessments, audits and reports and all other material environmental, health or safety documents prepared since December 31, 2023 in their possession or reasonable control that relate to the Company or any Company Subsidiary (including any current or former properties, facilities or operations thereof).

Section 4.17 Intellectual Property.

(a) Section 4.17(a) of the Company Disclosure Letter sets forth a correct and complete list of (i) all Company Registered Intellectual Property, (ii) all material unregistered trademarks, and (iii) all Company Software (as defined in Section 4.17(h)).

(b) As of the date of this Agreement, the Company and the Company Subsidiaries exclusively own and possess right, title and interest in and to all Intellectual Property owned or purported to be owned by the Company and the Company Subsidiaries (collectively, the "Company-Owned Intellectual Property"), free and clear of all Liens except for Permitted Liens, except where the failure to exclusively own such Company-Owned Intellectual Property would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. The Company and Company Subsidiaries have taken commercially reasonable actions to protect the Company-Owned Intellectual Property, except where the failure to do so would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Additionally, the Company and the Company Subsidiaries license or otherwise have all necessary rights to use all Intellectual Property (other than Company-Owned Intellectual Property) used by or necessary for the operation of the business of the Company and Company Subsidiaries (together, with Company-Owned Intellectual Property, the "Company Intellectual Property") except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. The Company Intellectual Property taken as a whole is generally sufficient in all material respects for the operation of the business of the Company and the Company Subsidiaries as currently conducted as of the Closing Date, and will be owned or available for use, respectively, by the Company and the Company Subsidiaries immediately after the Closing Date on substantially similar terms and conditions as owned or used by the Company and the Company Subsidiaries prior to the Closing Date.

(c) The Company and the Company Subsidiaries have made all necessary filings and paid all necessary registration, maintenance and renewal fees to maintain all registrations or pending applications for any Company-Owned Intellectual Property (collectively, the "Company Registered Intellectual Property") except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. All material Company Registered Intellectual Property is in full force and effect and has not expired or been abandoned. There are no payments due or outstanding deadlines that will expire within three (3) months of the Closing Date for any material Company Registered Intellectual Property.

(d) As of the date of this Agreement, (i) to the Knowledge of the Company, the Company-Owned Intellectual Property and the operation of the business of the Company and the Company Subsidiaries as presently conducted does not infringe upon or misappropriate, dilute, or otherwise violate any Intellectual Property of any other Person, (ii) there is no Proceeding pending or threatened in writing alleging that the Company-Owned Intellectual Property or the operation of the business of the Company and the Company Subsidiaries as currently conducted infringes upon, misappropriates, or otherwise violates any Intellectual Property of any other Person, there are no Proceedings pending or threatened in writing against the Company or any of the Company Subsidiaries contesting the validity, use, ownership or enforceability of any of the Company-Owned Intellectual Property, and the Company and the Company Subsidiaries have not received or made any letters, or written charges, complaints, claim, demands, notices or other allegations, of interference, infringement, misappropriation, dilution, or other Intellectual Property violation (including any claim that the Company or any of the Company Subsidiaries must license or refrain from using any Intellectual Property rights of any other Person) and (iii) to the Knowledge of the Company, no Person is infringing upon, challenging, diluting, misappropriating, or otherwise violating any Company-Owned Intellectual Property, in the case of each of clauses (i) through (iii), except for such matters that would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(e) Neither the Company nor any of the Company Subsidiaries is party to or otherwise legally bound by any settlement or consent agreement, covenant not to sue, non-assertion assurance, release or Contract that would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect on the Company or the Company Subsidiaries' rights to own, use, make, transfer, encumber, assign, license, distribute, convey, sell or otherwise exploit the material Company Intellectual Property.

(f) The Company and the Company Subsidiaries have taken commercially reasonable steps to protect and preserve the confidentiality of all Trade Secrets, and all use or disclosure thereof by or to any third party has been pursuant to the terms of a written confidentiality agreement between such third party and the Company or a Company Subsidiary, and the Company and the Company Subsidiaries have complied in all respects with all of its confidentiality obligations under each Contract to which such Person is a party, in each case except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

(g) All of the material Company-Owned Intellectual Property was developed by (i) employees of the Company or by employees of the Company Subsidiaries within the scope of their employment or (ii) independent contractors, who, in each case of clauses (i) and (ii), have entered into written agreements with the Company or the Company Subsidiaries that validly assign all right, title and interest in and to any Intellectual Property developed by such Person to the Company or to the applicable Company Subsidiary or such material Company-Owned Intellectual Property is otherwise owned by the Company or the applicable Company Subsidiary as a matter of law. No employee or independent contractor of the Company or any of the Company Subsidiaries has entered into any Contract or legally binding obligation (whether express or implied and whether written or oral) that restricts or limits in any way the scope or enforceability of the material Company-Owned Intellectual Property or requires the employee or independent contractor to transfer, assign or disclose information concerning such Intellectual Property to a third party.

(h) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, the proprietary Software within the Company-Owned Intellectual Property ("Company Software") does not contain any Software code that is licensed under any terms or conditions that impose any requirement that any Company Software using, linked with, incorporating, distributed with, based on, derived from or accessing the software code: (i) be made available or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) be licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind; or (iv) be redistributable at no charge.

(i) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (i) Company Software does not contain, link to, or use any artificial intelligence or machine learning based platforms, engines, models (including any large language models or foundational models) or systems ("Artificial Intelligence Systems"); (ii) the Company and the Company Subsidiaries are either the owner of all right, title, and interest in and to, or have a valid right to use for such purpose, all data and materials used by the Company and the Company Subsidiaries with any Artificial Intelligence System for any training, optimization, retrieval-augmented generation (RAG), grounding, or inference purposes; (iii) no Company-Owned Intellectual Property or Trade Secrets are used in a manner where they become part of the Artificial Intelligence System or are accessible for any secondary use by any third party (including any third-party provider of the Artificial Intelligence System); (iv) no Company-Owned Intellectual Property was generated using any Artificial Intelligence Systems; and (v) the Company and the Company Subsidiaries employ commercially reasonable technical means to monitor and/or block access by its personnel to third-party Artificial Intelligence Systems that are not explicitly approved for use.

(j) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (i) neither the Company nor any of the Company Subsidiaries, or any other party acting on behalf of the Company or any of the Company Subsidiaries has disclosed or delivered to any third party (including an escrow agent but excluding independent contractors engaged by the Company or any of the Company Subsidiaries in connection with the development, maintenance, or improvement of Company Software, where such independent contractors are subject to written confidentiality agreements with the Company or the applicable Company Subsidiary), or permitted the disclosure or delivery by any escrow agent or other party of, any Company Software or source code for any Company Software ("Company Source Code"); (ii) 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, require the disclosure or delivery by the Company or any of the Company Subsidiaries, or any other party acting on behalf of the Company or any of the Company Subsidiaries, to any third party of any Company Source Code; and (iii) neither the execution of the transaction documents nor the consummation of any of the Transactions, in and of itself, would reasonably be expected to result in the release of any Company Source Code from escrow.

(k) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, neither the Company nor any of the Company Subsidiaries is, or has ever been, a member or promoter of, or a contributor to, any industry standards body or similar standard setting organization that could require or obligate the Company or any of the Company Subsidiaries to grant or offer to any other person any license or right to any Company-Owned Intellectual Property.

(l) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (i) the Company and the Company Subsidiaries have taken commercially reasonable actions, designed to protect the confidentiality, integrity and security of the Company Software, computers, systems and IT assets controlled by the Company and the Company Subsidiaries (and the Personal Information stored thereon) against unauthorized use, access, interruption, modification, infection by malicious code or corruption, and, in the past twelve (12) months, to the Knowledge of the Company, no such unauthorized use, access, interruption, modification, infection or corruption has occurred, and (ii) in the past twelve (12) months no claims have been asserted in writing against the Company or any Company Subsidiary alleging any violation relating to privacy, data protection or the collection of Personal Information.

(m) The Company is in compliance in all material respects, with and has since December 31, 2023, complied in all material respects with all applicable Data Privacy Laws with respect to the Processing of Personal Information. The Transactions will not, as of the Closing, violate in any material respect the Company's Privacy Policies or applicable Data Privacy Laws.

(n) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, no Governmental Entity or other Person has commenced, or threatened in writing, any litigation or other written complaint, audit, proceeding, fines, judgments, claim or investigation, arising from or relating to any of the Company's information privacy, protection or security practices or related to the Company's Processing of Personal Information by the Company in any jurisdiction in which the Company operates its business.

(o) The Company is in compliance in all material respects, and has complied in all material respects since December 31, 2023, with (i) all provisions in Contracts that impose restrictions or conditions on the Processing and security of Personal Information and (ii) all external privacy policies published by the Company on or in any website, application or other digital service owned or operated by the Company (the "Privacy Policies").

(p) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, since December 31, 2023, (i) there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other substantial impairment of the Company IT Systems that has resulted in a material disruption or damage to the business of the Company and that has not been remedied; and (ii) the Company has not experienced any unauthorized access to or acquisition of Personal Information held or processed by the Company or otherwise in the possession, custody or control of the Company.

(q) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, since December 31, 2023, the Company has obtained all Privacy Consents required under applicable Data Privacy Laws for all Processing of Personal Information performed by the Company.

(r) To the extent necessary or required, the Company is in material compliance, and has been in material compliance since December 31, 2023, with PCI DSS.

Section 4.18 Insurance. The Company and the Company Subsidiaries maintain, or are entitled to the benefits of, insurance, underwritten by financially reputable insurance companies, in such amounts and against such risks substantially as is customary for the industries in which the Company and the Company Subsidiaries operate. Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (a) all material insurance policies maintained by or on behalf of the Company or the Company Subsidiaries as of the date of this Agreement are in full force and effect, and all premiums due on such policies have been paid and (b) the Company and the Company Subsidiaries are in compliance with the terms and provisions of all insurance policies maintained by or on behalf of the Company or the Company Subsidiaries as of the date of this Agreement, and neither the Company nor any Company Subsidiary is in breach or default under, or has taken any action that would permit termination or material modification of, any material insurance policies. As at the date of this Agreement, none of the limits for any such policy currently in force have been exhausted or materially reduced.

Section 4.19 Brokers and Other Advisors. Except for Barclays Capital Inc. ("Barclays"), which has been retained by the Special Committee, there is no investment banker, broker, finder or other agent or intermediary that has been retained by or is authorized to act on behalf of the Company or any of the Company Subsidiaries or any of their respective executive officers or directors in their capacities as executive officers or directors, or who is entitled to any financial advisory, banking, broker's, finder's or similar fee or commission in connection with the Transactions, including the Merger.

Section 4.20 Opinion of Financial Advisor. The Special Committee has received the opinion of Barclays to the effect that, as of the date of such opinion and based upon and subject to the various assumptions made, procedures followed, and limitations, qualifications and other matters set forth therein, the Merger Consideration to be offered to the holders of Company Common Stock (excluding the holders of any shares of Company Common Stock described in Section 3.1(a)(iii), the Rollover Shares and Dissenting Shares) pursuant to this Agreement is fair to such holders from a financial point of view. A true, complete and signed copy of such opinion shall be made available to Parent by the Company on a confidential basis solely for informational purposes promptly following the Company's receipt of such opinion, and it is agreed and understood that such opinion is for the benefit of the Special Committee only and may not be relied on by Parent or Merger Sub or any director, officer or employee of Parent or Merger Sub.

Section 4.21 Takeover Laws. As of the date of this Agreement, no "fair price," "moratorium," "control share acquisition," "business combination" or other form of anti-takeover statute or regulation or any anti-takeover provision in the certificate of incorporation or bylaws of the Company is, and the Company has no rights plan, "poison pill" or similar agreement that is, applicable to this Agreement, the Merger or the other transactions contemplated hereby and the Company Board has taken all necessary actions so that the restrictions on business combinations set forth in Section 203 of the DGCL and any other similar applicable "anti-takeover" law will not be applicable to the Merger.

Section 4.22 International Trade and Anti-Corruption.

(a) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, neither the Company nor any of the Company Subsidiaries, nor any of their respective officers, directors, nor to the Knowledge of the Company, any employee or agent or other third party representative acting on behalf of the Company or any of the Company Subsidiaries, (a) is currently, or has since December 31, 2023: (i) been a Sanctioned Person, (ii) engaging in any dealings or transactions with or for the benefit of any Sanctioned Person or in any Sanctioned Country in violation of Sanctions, or (iii) otherwise in violation of Sanctions Laws, Ex-Im Laws, or U.S. anti-boycott Laws (collectively, "Trade Control Laws"); or (b) has at any time (i) made or accepted any unlawful payment or given, received, offered, promised, or authorized or agreed to give or receive, any money, unlawful advantage or thing of value, directly or indirectly, to or from any employee or official of any Governmental Entity or any other Person in violation of Anti-Corruption Laws; or (ii) otherwise been in violation of any Anti-Corruption Laws.

(b) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, neither the Company nor any of the Company Subsidiaries have, in connection with or relating to the business of the Company or any of the Company Subsidiaries, received from any Governmental Entity or any Person any notice, inquiry, or internal or external allegation or made any voluntary or involuntary disclosure to a Governmental Entity in each case, related to Trade Control Laws or Anti-Corruption Laws. The Company and the Company Subsidiaries have in place written policies, procedures and internal controls that are reasonably designed to promote compliance with applicable Trade Control Laws and Anti-Corruption Laws, and are in material compliance with such policies and procedures.

Section 4.23 No Other Representations or Warranties; Reliance Disclaimer. The Company acknowledges and agrees that, except for the representations and warranties set forth in Article V and in any Ancillary Agreement, none of Parent, the Parent Subsidiaries or any other Person acting on behalf of Parent or the Parent Subsidiaries, makes or has made any express or implied representation or warranty with respect to Parent or the Parent Subsidiaries or with respect to any other information provided to the Company or any of its Affiliates or its and their respective Representatives by or on behalf of Parent or the Parent Subsidiaries in connection with the Transactions. The Company, on its own behalf and on behalf of its Affiliates and its and their respective Representatives, disclaims reliance on any representations or warranties or other information provided to them by Parent or the Parent Subsidiaries or their respective Representatives or any other Person except for the representations and warranties expressly set forth in Article V and in any Ancillary Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Company as follows:

Section 5.1 Organization, General Authority and Standing. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated. Each of Parent and Merger Sub (a) has full power and authority necessary to enable it to own, operate, lease or otherwise hold its properties and assets and to conduct its business as presently conducted and (b) is duly qualified or licensed to do business in each jurisdiction where the nature of its business makes such qualification or licensing necessary, other than where the failure to have such power and authority or to be so qualified or licensed would not reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect. Parent has made available to the Company true and complete copies of Parent's Organizational Documents.

Section 5.2 Capitalization and Business Conduct of Merger Sub.

(a) All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned by Parent, free and clear of all Liens. There are no options, warrants, rights, convertible or exchangeable securities, stock-based performance units or Contracts to which Merger Sub is a party or by which Merger Sub is bound obligating Merger Sub to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of, or any security convertible or exchangeable for any shares of capital stock of, Merger Sub.

(b) Merger Sub was incorporated on May 6, 2026. Since its incorporation, Merger Sub has not engaged in any activity, other than such actions in connection with (a) its organization and (b) the preparation, negotiation and execution of this Agreement and the Transactions. Merger Sub has no operations, has not generated any revenues and has no liabilities other than those incurred in connection with the foregoing and in association with the Merger as provided in this Agreement.

Section 5.3 Authority; Execution and Delivery; Enforceability.

(a) The adoption, execution and delivery by Parent and Merger Sub of this Agreement and the Ancillary Agreements to which they are a party and the consummation by Parent and Merger Sub of the Transactions have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub. Each of Parent and Merger Sub has duly executed and delivered this Agreement and the Ancillary Agreements to which they are a party, and, assuming due authorization, execution and delivery by the Company, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a Proceeding at law or in equity).

(b) The Parent Board, acting pursuant to written resolution, (i) determined that this Agreement and the Transactions are fair to, and in the best interests of, Parent and Parent's stockholders and (ii) adopted, approved and declared advisable this Agreement.

(c) No vote of holders of any class or series of capital stock of Parent is necessary to approve this Agreement or the consummation by Parent and Merger Sub of the Merger and the other Transactions.

(d) The Merger Sub Board (i) determined that this Agreement and the Transactions are fair to, and in the best interests of, Parent, as Merger Sub's sole stockholder, (ii) adopted this Agreement and approved and declared advisable this Agreement and the Transactions and (iii) recommended that Parent, as the sole stockholder of Merger Sub, approve this Agreement and the Transactions. Parent, as the sole stockholder of Merger Sub, has executed and delivered a unanimous written consent of the sole stockholder of Merger Sub approving this Agreement and the Transactions, such approval to be effective immediately following the execution and delivery of this Agreement.

Section 5.4 No Conflicts; Consents.

(a) The execution and delivery by Parent and Merger Sub of this Agreement, do not, and the consummation of the Transactions and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any material obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Parent or the Parent Subsidiaries under, any provision of (i) the Organizational Documents of Parent or any Parent Subsidiary, (ii) any Parent Permit or any Contract to which Parent or any Parent Subsidiary is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 5.4(b) and Section 6.3(a), any Law applicable to Parent or the Parent Subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that would not reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect.

(b) No Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity, is required to be obtained or made by or with respect to Parent or any Parent Subsidiary in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than (i) the filing with the SEC of (A) the Proxy Statement, (B) the Schedule 13E-3, and (C) such reports under the Exchange Act and the Securities Act as may be required in connection with this Agreement or the Transactions, (ii) the filing of the Certificate of Merger with the Delaware Secretary and appropriate documents with the relevant authorities of the other jurisdictions in which Parent or Merger Sub is qualified to do business, (iii) the Restructuring Notices and the Restructuring Consents, if any, and (iv) such other items that the failure of which to obtain or make would not reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 5.5 Financing.

(a) As of the date of this Agreement, Parent has delivered to the Company true, complete and correct copies of an executed commitment letter dated as of the date hereof (including all exhibits, schedules, annexes and, so long as in accordance with Section 6.16, amendments thereto, the "Equity Commitment Letter") from the Equity Financing Source, pursuant to which the Equity Financing Source has committed to provide, subject only to the terms and conditions set forth therein, equity financing for the Transactions in the aggregate amount set forth therein (the "Financing"). The Equity Commitment Letter provides that the Company is a third-party beneficiary thereof. The Equity Commitment Letter, in the form so delivered to the Company, is in full force and effect and is a legal, valid and binding obligation of Parent and the Equity Financing Source, fully and specifically enforceable against the parties thereto in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a Proceeding at law or in equity).

(b) As of the date of this Agreement, the commitment set forth in the Equity Commitment Letter is in full force and effect, such commitment has not been amended or modified and, to the Knowledge of Parent, no such amendment or modification is contemplated or pending. Other than the Equity Commitment Letter, as of the date of this Agreement there are no other agreements, side letters or arrangements to which Parent is a party relating to the funding or investing, as applicable, of the Financing that could affect the availability of the Financing or any portion thereof on the Closing Date. As of the date of this Agreement, neither Parent nor Merger Sub is in breach of any of the terms or conditions set forth in the Equity Commitment Letter, and, as of the date of this Agreement, to the Knowledge of Parent, no event has occurred which, with or without notice, lapse of time or both, would reasonably be expected to constitute a breach, default or failure to satisfy any condition precedent set forth therein that would prevent, materially delay or materially impede the funding contemplated in the Equity Commitment Letter on the Closing Date. As of the date of this Agreement, the Equity Financing Source has not notified Parent of its intention to terminate any commitment set forth in the Equity Commitment Letter or not to provide the Financing. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financing, other than as expressly set forth in the Equity Commitment Letter as disclosed to the Company prior to the date hereof. As of the date of this Agreement and assuming satisfaction of the conditions set forth in Section 7.1 and Section 7.3, Parent has no reason to believe that it will be unable to satisfy on a timely basis any conditions to the funding of the full amount of the Financing to be satisfied by it, or that the Financing will not be available to Parent on the Closing Date. Parent acknowledges and agrees that its obligation to consummate the Transactions, is not and will not be subject to the receipt by Parent or Merger Sub of any financing or the consummation of any other transaction.

(c) The aggregate proceeds contemplated by the Equity Commitment Letter (assuming satisfaction of the conditions set forth in Section 7.1 and Section 7.3 and subject to compliance by the Company with its obligations set forth in this Agreement), together with the Closing Restricted Payment, are sufficient to enable Parent to (i) consummate the Transactions upon the terms contemplated by this Agreement, (ii) pay all of the Merger Consideration payable in respect of all shares of Company Common Stock (excluding any Rollover Shares) in the Merger pursuant to this Agreement, (iii) pay all other amounts payable pursuant to any provision of this Agreement that are due at Closing (including all amounts payable at or in connection with the Closing in respect of Company Equity Awards under this Agreement), (iv) pay all Indebtedness, liabilities and other obligations of the Company contemplated to be funded by Parent under this Agreement, and (v) utilizing the cash on hand at the Company, pay all related fees and expenses associated with the Transactions or the Equity Commitment Letter incurred by Parent, Merger Sub, the Surviving Corporation or any of their respective Affiliates and required to be paid at the Closing by such party (the "Required Amount").

(d) Without limiting Section 9.9, in no event shall the receipt or availability of any funds or financing by or to Parent or any of its Affiliates or any other financing transaction be a condition to any of the obligations of Parent or Merger Sub hereunder.

Section 5.6 Information Supplied. None of the information supplied or to be supplied by or on behalf of Parent or Merger Sub for inclusion or incorporation by reference in the Proxy Statement or the Schedule 13E-3 will, at the time such document is filed with the SEC, at any time it is amended or supplemented or at the time it is first published, sent or given to the Company's stockholders (as applicable), contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by Parent with respect to statements included or incorporated by reference therein based on information supplied by or on behalf of the Company for inclusion or incorporation by reference therein.

Section 5.7 Litigation. As of the date of this Agreement, there is no Proceeding pending or, to the Knowledge of Parent, threatened against Parent or any Parent Subsidiary that would reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect, nor is there any Judgment outstanding against Parent or any Parent Subsidiary that would reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 5.8 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement or the Transactions based upon arrangements made by or on behalf of Parent or any of its Affiliates.

Section 5.9 Ownership of Company Common Stock. None of Parent, Merger Sub, any SCP Person or any of their respective Subsidiaries or Affiliates beneficially owns, directly or indirectly (including pursuant to a derivatives contract), any shares of Company Common Stock or other securities convertible into, exchangeable for or exercisable for shares of Company Common Stock or any securities of any Company Subsidiary (other than the Rollover Shares), and none of Parent, Merger Sub, any SCP Person or any of their respective Subsidiaries or Affiliates has any rights to acquire, directly or indirectly, any shares of Company Common Stock, except pursuant to this Agreement and the Support Agreement (as applicable). None of Parent, Merger Sub, any SCP Person or any of their "affiliates" or "associates" is, or at any time during the last three years has been, an "interested stockholder" of the Company, in each case as defined in Section 203 of the DGCL.

Section 5.10 Solvency. None of Parent or Merger Sub is entering into this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Parent, Merger Sub or any of their respective Subsidiaries or Affiliates or of the Company or any of the Company Subsidiaries. Assuming (a) (i) satisfaction or waiver of the conditions to Parent's and Merger Sub's obligation to consummate the Merger and (ii) that the Company and the Company Subsidiaries, taken as a whole, are Solvent immediately prior to Closing, and (b) (i) the accuracy of the representations and warranties set forth in Article IV and (ii) the performance by the Company and the Company Subsidiaries of the covenants and agreements contained in this Agreement, and after giving effect to the transactions contemplated hereby, the Financing obtained in connection with the transactions contemplated hereby and the payment of all amounts required to be paid in connection with the consummation of the transactions contemplated hereby, including all of the Merger Consideration, any repayment or refinancing of debt contemplated in this Agreement and payment of all related fees and expenses of the Parent and Merger Sub, the Parent, the Surviving Corporation and their respective Subsidiaries, on a consolidated basis, will be Solvent as of the Effective Time and immediately after the consummation of the transactions contemplated hereby. For the purposes of this Agreement, the term "Solvent", when used with respect to any Person, means that, as of any date of determination, (a) the fair value of the assets of such Person and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of such Person and its Subsidiaries, at a fair valuation, on a consolidated basis, (b) the present fair saleable value of the property of such Person and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of such Person and its Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date and (d) such Person and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.

Section 5.11 Absence of Certain Arrangements. Except for TD Securities (USA) LLC, which has been retained by Parent as a placement agent, none of Parent, Merger Sub, any SCP Person or any of their Affiliates has entered into any Contract with any bank or investment bank or other potential provider of debt or equity financing on an exclusive basis in connection with any transaction involving the Company (or otherwise on terms that would prohibit such provider from providing or seeking to provide such financing to any third party in connection with a transaction relating to the Company or any of the Company Subsidiaries), except for such actions to which the Company has previously agreed in writing. Other than this Agreement, the Support Agreement and the Confidentiality Agreement, as of the date hereof, there are no Contracts or any commitments to enter into any Contract between Parent, Merger Sub, any SCP Person or any of their respective Affiliates (including the Supporting Stockholders), on the one hand, and any director, officer, employee or stockholder of the Company, on the other hand, relating to the Transactions or the operations of the Surviving Corporation after the Effective Time.

Section 5.12 Significant Holders. None of Parent, Merger Sub, or any of their respective, direct or indirect, shareholders that will hold 10% or more of the voting securities or equity interests of the Parent or Merger Sub at the time of consummation of the Transactions holds or will hold, directly or indirectly, 10% or more of the voting securities or equity interests of any entities (excluding the Company), that operates in the same industry as the Company.

Section 5.13 Guaranty. Concurrently with the execution of this Agreement, Parent has delivered to the Company a true, complete and correct copy of the duly executed Guaranty, dated as of the date of this Agreement. To the knowledge of Parent, there is no default or breach under the Guaranty by the Guarantors, and no event has occurred that, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach on the part of the Guarantors under such Guaranty.

Section 5.14 No Other Representations or Warranties; Reliance Disclaimer. Parent and Merger Sub each acknowledges and agrees that, except for the representations and warranties set forth in Article IV and in any Ancillary Agreement to which it is a party, none of the Company or any other Person acting on behalf of the Company, makes or has made any express or implied representation or warranty with respect to the Company or the Company Subsidiaries or with respect to any other information provided to Parent, any SCP Person or any of their respective Affiliates or its and their respective Representatives by or on behalf of the Company or the Company Subsidiaries in connection with the Transactions. Each of Parent and Merger Sub, on its own behalf and on behalf of its Affiliates, the SCP Persons and its and their respective Representatives, disclaims reliance on any representations or warranties or other information provided to them by the Company or the Company Subsidiaries or their respective Representatives or any other Person except for the representations and warranties expressly set forth in Article IV and in any Ancillary Agreement to which it is a party. Without limiting the generality of the foregoing, each of Parent and Merger Sub, on its own behalf and on behalf of its Affiliates, the SCP Persons and its and their respective Representatives, acknowledges and agrees that none of the Company, the Company Subsidiaries or any other Person will have or be subject to any liability or other obligation to Parent, Merger Sub or any other Person resulting from the distribution to Parent or Merger Sub (including their respective Representatives (including the SCP Persons)), or Parent's or Merger Sub's (or such Representatives') use of, or the accuracy or completeness of, any such information, including any information, documents, projections, forecasts or other material made available to Parent or Merger Sub, any SCP Person or any of their respective Affiliates or Representatives in certain "data rooms" or management presentations in expectation of the Merger.

ARTICLE VI
COVENANTS

From the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement pursuant to Article VIII, the Company hereby covenants to and agrees with Parent and Merger Sub, and Parent and Merger Sub hereby covenant to and agree with the Company, that:

Section 6.1 Conduct of Business by the Company.

During such period, and except (i) as expressly permitted or required by this Agreement, (ii) as may be required by applicable Law or required by any Company Benefit Plan as in effect on the date hereof, (iii) as set forth in Section 6.1 of the Company Disclosure Letter, (iv) with respect to Section 6.1(b)(vi), Section 6.1(b)(viii), Section 6.1(b)(xiii) and Section 6.1(b)(xv)-(xx), any transaction or series of related transactions approved by the Company Board (or a committee thereof), which approval includes the affirmative vote of the Chairman of the Company Board serving in such role as of the date hereof, or (v) with the prior written consent of Parent (which consent will not be unreasonably withheld, conditioned or delayed):

(a) The Company shall, and shall cause each Company Subsidiary to (A) use its reasonable best efforts to conduct its business and the business of the Company Subsidiaries in the ordinary course in all material respects, and, to the extent consistent therewith, (B) use reasonable best efforts to preserve intact its business organizations, goodwill and assets and maintain its rights, franchises and existing relations with customers, suppliers, officers, employees and business associates (it being agreed that no action or omission by the Company or any Company Subsidiary with respect to a matter specifically addressed by any provision of Section 6.1(b) will be deemed a breach of this Section 6.1(a)).

(b) Without limiting the foregoing, and subject to clauses (i) through (iv) above, the Company will not and will cause each Company Subsidiary not to:

(i) amend the Company's or any Company Subsidiary's Organizational Documents as in effect on the date of this Agreement;

(ii) authorize, recommend, propose or announce an intention to adopt a plan of complete or partial dissolution or liquidation;

(iii) issue, sell, deliver, agree or commit to issue, sell or deliver any Company Common Stock, except for issuances of shares of Company Common Stock in respect of rights outstanding under the Company ESPP as of the Measurement Date and Company Options, Company PSUs and Company RSUs outstanding under the Company Stock Plan as of the Measurement Date;

(iv) directly or indirectly repurchase or redeem any Company securities; except as required by the terms of the Company Stock Plan and any related award agreements outstanding and in effect as of the Measurement Date and the date hereof in accordance with their terms as in effect on the date hereof or to satisfy any Tax withholding obligations of the holder thereof or as required by the terms of its securities outstanding on the Measurement Date and the date of this Agreement (or granted following the date of this Agreement in accordance with this Agreement);

(v) (A) split, combine or reclassify any shares of Company Common Stock; or (B) declare, set aside or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of any shares of capital stock or other equity or voting interest, or make any other actual, constructive or deemed dividend or distribution in respect of the shares of capital stock or other equity or voting interest, except for cash dividends made by any Company Subsidiary to the Company or one of the Company's other direct or indirect wholly-owned Company Subsidiaries;

(vi) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any other Person or any material portion thereof or material equity interest therein; provided, that for the avoidance of doubt, this clause (vi) shall not restrict purchases of products or supplies by the Company and its Subsidiaries in the ordinary course of business;

(vii) incur or assume any Indebtedness (including any long-term or short-term debt) or issue any debt securities, except for: (A) trade payables incurred in the ordinary course of business or pursuant to supply chain or trade finance utilized by the Company in the ordinary course of business; (B) obligations incurred pursuant to business credit cards in the ordinary course of business; (C) intercompany loans or advances between or among the Company and any Company Subsidiary or as otherwise permitted by the Truist Credit Agreement or the Varde Credit Agreement, as applicable; (D) Indebtedness under the revolving credit facility under the Truist Credit Agreement or under the Varde Credit Agreement; (E) additional Indebtedness or debt securities of the Company or any Company Subsidiary provided that the incurrence thereof is approved by the Company Board (or a committee thereof), which approval includes the affirmative vote of the Chairman of the Company Board serving in such role as of the date hereof; (F) any sale or leaseback transaction, the net cash proceeds of which are used for operating activities, Company capital expenditures or payments with respect to Indebtedness; (G) Company capital expenditures or payments with respect to Indebtedness under the revolving credit facility under the Truist Credit Agreement or the Varde Credit Agreement, as applicable; and (H) any amendments, supplements, modifications, renewals, extensions, substitutions, refundings, refinancings or replacements of any Indebtedness described in any one or more of clause (A) through (G) above;

(viii) (A) sell, lease, sublease, license, sublicense, abandon, waive, relinquish, transfer, pledge, abandon, assign, swap, mortgage or otherwise dispose of or subject to any Lien all or any material portion of its assets, businesses or properties other than (1) any sales, leases, licenses, sublicenses, or dispositions of assets in the ordinary course of business consistent with past practice, including the factoring of receivables in the ordinary course of business consistent with past practice, (2) any distributions expressly permitted under Section 6.1(b)(v) or (3) any non-exclusive licenses or sublicenses of Company-Owned Intellectual Property granted to customers for the use of, or in connection with, Company products in the ordinary course of business consistent with past practice; (B) acquire (by merger or otherwise) or lease any assets or all or any portion of (or interests in) the business or property of any other entity; provided that, for the avoidance of doubt, this shall not restrict purchases of products or supplies by the Company and the Company Subsidiaries in the ordinary course of business; (C) merge, consolidate or enter into any other business combination transaction with any Person (other than as permitted by the foregoing clause (B)); or (D) convert from a limited partnership, limited liability company or corporation, as the case may be, to any other business entity;

(ix) except as required by applicable Law or GAAP, make any change in any of its accounting principles or practices;

(x) make, change or rescind any material Tax election;

(xi) except as required by the terms of any Company Benefit Plan as in effect on the date hereof and set forth on Section 4.11(a) of the Company Disclosure Letter, (A) grant to any current or former director, officer, employee, contractor, consultant or other individual service provider any increase in compensation, bonus or fringe or other benefits, (B) establish, adopt, enter into, terminate or amend Company Benefit Plan, or take any action to accelerate the vesting, funding or payment of any compensation or benefits under, any Company Benefit Plan or otherwise, (C) grant, promise to grant or amend the terms of any equity or equity-based awards, including, without limitation, any Company Options, Company PSUs or Company RSUs, (D) enter into any, or amend the terms of any existing, employment, consulting, change in control, retention or severance agreement with any current or former director, officer, employee, contractor, consultant or other individual service provider, (E) hire any officer, employee, contractor or consultant, other than non-officer individuals with annual compensation less than $250,000, or terminate the employment or services (other than for cause) of any officer or any employee, contractor or consultant with annual compensation of more than $250,000, provided, however, that the foregoing clauses (D) and (E) shall not apply to any transaction or hiring approved in writing by the Chairman of the Company Board serving in such role as of the date hereof;

(xii) cancel, terminate or materially amend the structure, limits or terms and conditions of any material insurance policies or any of the coverages thereunder or fail to pay any material premium due (unless such insurance coverage is otherwise adequately provided by an existing insurance policy or being replaced by an insurance policy with substantially similar coverage of such replaced policy);

(xiii) (A) enter into any Contract that would have been a Company Specified Contract had it been entered into prior to the date of this Agreement (other than in the ordinary course of business consistent with past practice) or (B) materially modify, amend, terminate or assign, or waive or assign any rights under, any Company Specified Contract in any material manner (other than in the ordinary course of business consistent with past practice);

(xiv) waive, release, assign, settle or compromise any material Proceeding or settle or compromise any Proceeding if such settlement or compromise (A) involves a material conduct remedy or material injunctive or similar relief, (B) involves an admission of criminal wrongdoing by the Company or any Company Subsidiary, (C) has in any material respect a restrictive impact on the business of the Company or any Company Subsidiary or (D) involves the payment of more than $1,000,000;

(xv) make any loans, advances or capital contributions to, or investments in, any Person (other than the Company or any wholly-owned Company Subsidiary or in connection with indemnification and advancement rights of the Company's directors and officers) other than loans, advances or capital contributions in the form of trade credit granted to customers in the ordinary course of business consistent with past practice;

(xvi) disclose any material source code or material Trade Secrets to any Person, except in the ordinary course of business consistent with past practice and pursuant to a non-disclosure agreement;

(xvii) implement or announce any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions that would implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Laws;

(xviii) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any current or former employee or independent contractor;

(xix) enter into any new line of business outside of the Company's existing line of business as of the date hereof;

(xx) terminate, suspend, amend or modify in any material respect, any Company Permit; or

(xxi) agree or commit to do anything prohibited by clauses (i) through (xx) of this Section 6.1(b).

Section 6.2 Conduct of Business by Parent and Merger Sub. From the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement pursuant to Article VIII, and except (i) as expressly permitted or required by this Agreement, (ii) as may be required by applicable Law, or (iii) with the prior written consent of the Company (which consent will not be unreasonably withheld, conditioned or delayed), neither Parent nor Merger Sub shall, and shall not permit any of its Affiliates to, (a) take any action the result of which would reasonably be expected to materially and adversely impair or materially delay the consummation of the Transactions or (b) authorize any of, or commit or agree, in writing or otherwise, to take any such action.

Section 6.3 Efforts to Consummate the Merger.

(a) Subject to the terms and conditions of this Agreement, the Company (and the Company Subsidiaries), on the one hand, and each of Parent and Merger Sub (and their respective Affiliates), on the other hand, will cooperate with the Other Party and use (and will cause their respective Subsidiaries, or Affiliates, as applicable, to use) its reasonable best efforts to (i) take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable to cause the conditions to the Closing to be satisfied as promptly as reasonably practicable and to consummate and make effective, as promptly as practicable, the Merger and (ii) obtain promptly all Consents (including any Restructuring Consents) from any Governmental Entity or third party necessary, proper or advisable to consummate the Merger. The Company will be responsible for the payment of any filing fees in connection with the Merger.

(b) Each of the Parties hereto will use reasonable best efforts to (i) cooperate in all respects with each other in connection with any filing to or submission with any Governmental Entity in connection with the Merger (including Restructuring Notices set forth in Section 6.3(b) of the Company Disclosure Letter, which shall be filed as soon as reasonably practicable following the execution of this Agreement) and in connection with any Proceeding by or before any Governmental Entity relating to the Merger, including any Proceeding initiated by a private Person, (ii) promptly inform the Other Party of (and supply to the Other Party) any material communication received by such Party from, or given by such Party to any Governmental Entity and any material communication received or given in connection with any Proceeding by a private Person, in each case regarding the Merger, (iii) permit the Other Party to review in advance and consider, in good faith, incorporating their reasonable comments in any communication to be given by it to any Governmental Entity with respect to any investigations or reviews under any Law in connection with the Merger and (iv) to the extent practicable, consult with the Other Party in advance of any material meeting, written communications or teleconference with any Governmental Entity or, in connection with any Proceeding by a private Person, with any other Person, and, to the extent not prohibited by the Governmental Entity or other Person, give the Other Party the opportunity to attend and participate in such meetings and teleconferences. Subject to Section 6.7, the Parties will take reasonable best efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege or any other privilege pursuant to this Section 6.3 in a manner so as to preserve the applicable privilege. Any Party may share information with any Other Party on an "outside counsel only" basis. Nothing in this Agreement shall obligate the Parties to share any information covered by the attorney client privilege, work product doctrine or other similar privilege. Parent shall, and shall cause its applicable equityholders to, and shall use reasonable best efforts to cause the Equity Financing Source to, provide to the Company all information required in connection with the preparation, submission and supplementation of the Restructuring Notices within forty-five (45) days following the execution of this Agreement (in the case of preparation and submission) or the date the Governmental Entity's request is communicated to Parent (in the case of supplementation); provided that, with respect to any personal, financial, fingerprinting, background check or other sensitive information that is required to be provided, Parent may, or may cause the applicable Person to, provide such information directly to the applicable Governmental Entity or applicable regulatory filing system, and Parent shall keep the Company reasonably informed of the status of such submission and provide such evidence of submission as may be reasonably requested by the Company and lawfully provided; provided, further, that, with respect to any such information that is not available within such forty-five (45) days period, Parent shall use reasonable best efforts to cause such information to be provided as promptly as practicable thereafter and shall keep the Company reasonably informed of the status of obtaining such information. To the extent that one hundred twenty (120) days following the execution of this Agreement, Parent, on behalf of itself and applicable equityholders and Equity Financing Source, has not obtained clarity from any Governmental Entity as to whether the Restructuring Consent shall be a Consent or a Restructuring Exemption Confirmation, Parent agrees to treat such jurisdiction as requiring Consent and shall exercise reasonable best efforts to obtain such Consent prior to the Restructuring Consent Deadline.

(c) Without limiting the generality of Section 6.3(b) each of the Company, Licensee and Parent shall use reasonable best efforts to obtain all Restructuring Consents; provided, however, that, upon the earlier of (i) the Restructuring Consent Deadline, or (ii) such date that Parent, the Company and Licensee mutually agree, the Company, Licensee and Parent shall use reasonable best efforts to implement Alternative Arrangements (or, where not feasible after use of such reasonable best efforts, Withdrawals) that, together with the Restructuring Consents already obtained, satisfy the condition set forth in Section 7.1(c). An "Alternative Arrangement" shall mean, in any jurisdiction that requires Licensee to have a Company Permit as a money transmitter, money servicer or similar business (a "Money Transmitter License"), an arrangement sufficient to enable the services that the Company or such Licensee provides in such jurisdiction to continue as of the Closing Date in compliance in all material respects with all applicable Law and Network Rules without a Money Transmitter License. Subject to compliance with the foregoing, an Alternative Arrangement shall include Licensee ceasing the conduct of regulated services under its Money Transmitter License as of the Closing Date in such jurisdiction in accordance with the Law of such jurisdiction and surrendering its Money Transmitter License in such jurisdiction and Licensee either (i) utilizing a program management or other service provider arrangement with any such other Person that maintains the necessary charter or permit to enable the services that Licensee provides in such jurisdiction to continue as of the Closing Date, or (ii) making other arrangements sufficient to permit the Company to operate the Business. A "Withdrawal" shall mean, in any jurisdiction in which a Restructuring Consent has not been obtained and in which it is not feasible to implement Alternative Arrangements, Licensee taking all steps necessary to avoid a violation of Law in such jurisdiction, including ceasing the conduct of services regulated by the Money Transmitter License as of the Closing Date in such jurisdiction in accordance with the Law of such jurisdiction and surrendering its Money Transmitter License in such jurisdiction. Each of the Company, Licensee and Parent agrees to use reasonable best efforts to cooperate with one another to implement and effect any Alternative Arrangement (or, where not feasible, Withdrawal) as soon as reasonably practicable in order to permit the Closing Date to occur as promptly as possible thereafter (subject to the satisfaction or waiver of the conditions set forth in Article VII). For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, the receipt of any Restructuring Consents described in this Section 6.3(c) shall not be a condition to Closing except to the extent expressly set forth in Article VII.

(d) Parent shall not, and shall not permit any of its Affiliates to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in or otherwise making any investment in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire or make any investment in any assets, or agree to any commercial or strategic relationship with any Person, if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger, consolidation, investment or commercial or strategic relationship would reasonably be expected to materially (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any consent, approval, authorization, declaration, waiver, license, franchise, permit, certificate or order of any Governmental Entity necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated hereby or (iii) delay the consummation of the transactions contemplated hereby.

Section 6.4 No Solicitation by the Company and Company Change in Recommendation.

(a) Except as expressly permitted by this Section 6.4, from the date of this Agreement until the Effective Time or, if earlier, the termination of this Agreement in accordance with its terms, the Company will not and will cause the Company Subsidiaries and its and their respective directors and officers not to, and will instruct and use reasonable best efforts to cause its and their respective Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage or knowingly facilitate the making of any Company Acquisition Proposal or any other offer or proposal that would reasonably be expected to lead to a Company Acquisition Proposal, (ii) other than informing third parties of the existence of the provisions contained in this Section 6.4 and engaging in discussions with any Person or group or their respective Representatives who has made a Company Acquisition Proposal solely for the purpose of clarifying the terms of such Company Acquisition Proposal or determining whether such Person intends to provide any documents (or additional documents) containing the terms and conditions of such Company Acquisition Proposal, engage in, continue or otherwise participate in negotiations or discussions with, or furnish any non-public information concerning the Company or any of the Company Subsidiaries to, any third party in connection with a Company Acquisition Proposal or (iii) enter into any acquisition agreement, letter of intent, agreement in principle or similar agreement with respect to a Company Acquisition Proposal. Notwithstanding anything to the contrary contained in this Agreement, the Company shall be permitted to grant waivers of, and not enforce, any standstill provision or similar provision that has the effect of prohibiting the counterparty thereto from making an unsolicited Company Acquisition Proposal. Subject to the terms of this Section 6.4, from the date of this Agreement until the Effective Time or, if earlier, the termination of this Agreement in accordance with its terms, the Company will, and will cause the Company Subsidiaries and its and their respective officers and directors, and will instruct and use reasonable best efforts to cause its other Representatives to cease and cause to be terminated any discussions or negotiations with any Person and its Representatives that would be prohibited by this Section 6.4, request the prompt return or destruction of all non-public information concerning the Company and the Company Subsidiaries theretofore furnished to any such Person with whom a confidentiality agreement with respect to an actual or potential Company Acquisition Proposal was entered into at any time within 12 months immediately preceding the date of this Agreement and will (i) cease providing any further information with respect to the Company or any Company Acquisition Proposal to any such Person or its Representatives; and (ii) terminate all access granted to any such Person and its Representatives to any physical or electronic data room (or any other diligence access).

(b) Notwithstanding anything to the contrary contained in this Agreement, if prior to obtaining the Company Stockholder Approval the Company receives an unsolicited *bona fide* written Company Acquisition Proposal (which Company Acquisition Proposal was made after the date of this Agreement and did not result from a breach of this Section 6.4 (other than an immaterial breach)), and the Special Committee determines in good faith, after consultation with its financial advisor and outside counsel, that (I) such Company Acquisition Proposal constitutes, or could reasonably be expected to lead to, a Company Superior Proposal and (II) the failure to take the actions contemplated by this Section 6.4(b) would reasonably be expected to be inconsistent with its fiduciary duties pursuant to applicable Law, then the Special Committee, the Company and their respective Representatives may, subject to compliance with this Section 6.4, do any or all of the following: (i) furnish any information (including non-public information) or access thereto to any third party making such Company Acquisition Proposal (and its Representatives and potential financing sources); provided that (A) prior to furnishing any such information or access, the Company has received from such third party an executed Company Acceptable Confidentiality Agreement and (B) any such non-public information so furnished has been previously provided or made available to Parent or is provided or made available to Parent promptly (and in any event no later than twenty-four (24) hours) after it is so furnished to such third party, (ii) participate or engage in negotiations or discussions with the Person or group making such Company Acquisition Proposal and its Representatives and potential financing sources regarding such Company Acquisition Proposal.

(c) Except as set forth in this Section 6.4, neither the Company Board nor any committee thereof (including the Special Committee) shall (i) (A) withdraw (or modify, amend or qualify in a manner adverse to Parent), or propose publicly to withdraw (or modify, amend or qualify in a manner adverse to Parent), the Company Board Recommendation (it being understood that it shall be considered adverse to Parent if (1) any Company Acquisition Proposal structured as a tender or exchange offer is commenced and the Special Committee and the Company Board fails to publicly recommend against acceptance of such tender 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) any Company Acquisition Proposal is publicly announced (other than by the commencement of a tender or exchange offer) and the Special Committee and the Company Board fail to issue a public press release within five (5) Business Days of such public announcement providing that the Special Committee and the Company Board reaffirm the Company Board Recommendation), (B) 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) separate occasions plus one more time for each time a Company Acquisition Proposal or material modification thereto shall have become publicly known), (C) fail to include the Company Board Recommendation in the Proxy Statement, or (D) approve, recommend or declare advisable, or propose publicly to approve, recommend or declare advisable, any Company Acquisition Proposal (any action described in this clause (i) being referred to as a "Company Change in Recommendation") or (ii) approve or recommend or propose publicly to approve or recommend, or enter into, any acquisition agreement, letter of intent, agreement in principle or similar agreement with respect to a Company Acquisition Proposal, other than a Company Acceptable Confidentiality Agreement (a "Company Alternative Acquisition Agreement").

(d) Notwithstanding anything to the contrary contained in this Agreement, at any time prior to the receipt of the Company Stockholder Approval, the Company Board, upon the recommendation of the Special Committee, may make a Company Change in Recommendation in response to a Company Intervening Event if (i) the Special Committee determines in good faith, after consultation with its outside legal counsel, that the failure to do so would reasonably be expected to be inconsistent with its fiduciary duties under applicable Law, (ii) (A) the Company shall have provided Parent with at least four (4) Business Days' written notice prior to making any such Company Change in Recommendation, which notice shall describe the Company Intervening Event in reasonable detail and which notice shall not itself constitute a Company Change in Recommendation and (B) if requested by Parent in good faith, during such four (4) Business Day period after providing such notice, negotiate in good faith with respect to any revisions to the terms of this Agreement proposed by Parent so that a Company Change in Recommendation would no longer be necessary and (iii) after giving effect to the revisions contemplated by the foregoing clause (ii) if any, after consultation with financial advisors and outside counsel, the Company Board, upon the recommendation of the Special Committee, shall have determined in good faith that failure to make the Company Change in Recommendation in response to such Company Intervening Event, would reasonably be expected to be inconsistent with the Company Board's fiduciary duties under applicable Law. For the avoidance of doubt, the provisions of this Section 6.4(d) shall also apply to any material change in the event, occurrence or fact relating to such Company Intervening Event and require a new notice from the Company pursuant to Section 6.4(d), except that the references to four (4) Business Days in this Section 6.4(d) shall be deemed to be two (2) Business Days.

(e) Notwithstanding anything to the contrary contained in this Agreement, at any time prior to receipt of the Company Stockholder Approval if, in response to an unsolicited *bona fide* written Company Acquisition Proposal made after the date of this Agreement and not withdrawn that did not result from a breach in any material respect of this Section 6.4, the Special Committee determines in good faith (after consultation with its financial advisors and outside counsel) that (i) such Company Acquisition Proposal constitutes a Company Superior Proposal and (ii) the failure to make the Company Change in Recommendation or terminate this Agreement pursuant to Section 8.1(h) would reasonably be expected to be inconsistent with the Company Board's fiduciary obligations under applicable Law, (A) subject to compliance with Section 6.4(f), the Company Board, upon the recommendation of the Special Committee, may make a Company Change in Recommendation or (B) the Company may terminate this Agreement pursuant to Section 8.1(h) in order to enter into a Company Alternative Acquisition Agreement with respect to such Company Superior Proposal; provided, however, that the Company shall not terminate this Agreement pursuant to Section 8.1(h) unless the Company (x) has complied with its obligations under Section 6.4(f), (y) pays, or causes to be paid, to Parent the Company Termination Fee payable pursuant to Section 8.4(c) prior to or concurrently with such termination and (z) concurrently with such termination, enters into a definitive Company Alternative Acquisition Agreement that documents the terms and conditions of such Company Superior Proposal.

(f) Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be entitled to make a Company Change in Recommendation pursuant to Section 6.4(e) or terminate this Agreement pursuant to Section 8.1(h) unless (x) the Company shall have provided to Parent four (4) Business Days' prior written notice (the "Company Superior Proposal Notice"), which notice shall not constitute a Company Change in Recommendation, advising Parent that the Company intends to take such action (and the material terms and conditions of any such Company Superior Proposal), the identity of the Person making such Company Acquisition Proposal and copies of all definitive or proposed agreements or other material documents submitted in connection therewith and (y):

(i) during the four (4) Business Day period, if requested in writing by Parent in good faith, the Company and its Representatives shall have engaged in good faith negotiations with Parent regarding changes to the terms of this Agreement intended by Parent to cause such Company Acquisition Proposal to no longer constitute a Company Superior Proposal; and

(ii) the Company Board shall have considered any adjustments to this Agreement that may be proposed in writing by Parent (the "Parent Proposed Changed Terms") no later than 11:59 p.m., New York City time, on the fourth (4th) Business Day of such four (4) Business Day period and, upon the recommendation of the Special Committee, shall have determined in good faith (after consultation with its financial advisors and outside counsel) that the Company Superior Proposal would continue to constitute a Company Superior Proposal if such Parent Proposed Changed Terms were to be given effect, and that the failure to make the Company Change in Recommendation or terminate this Agreement pursuant to Section 8.1(h) would reasonably be expected to be inconsistent with the fiduciary obligations of the Company Board under applicable Law.

For the avoidance of doubt, any (1) material revisions to the terms of a Company Superior Proposal or (2) material revisions to a Company Acquisition Proposal that the Company Board had determined no longer constitutes a Company Superior Proposal, shall constitute a new Company Acquisition Proposal and shall in each case require the Company to deliver to Parent a new Company Superior Proposal Notice, except that the references to four (4) Business Days in this Section 6.4(f) shall be deemed to be two (2) Business Days.

(g) The Company shall promptly (and in any event within 24 hours after receipt) advise Parent in writing in the event that the Company receives any Company Acquisition Proposal or any inquiry, proposal or request for information that could reasonably be expected to lead to a Company Acquisition Proposal, and in connection with such notice, provide to Parent the material terms and conditions (including the identity of the third party making any such Company Acquisition Proposal) of any such Company Acquisition Proposal, including unredacted copies of all written requests, proposals, offers, or proposed agreements (including any financing documents related thereto, which may be redacted to remove fees, flex and pricing terms, lender-confidential information and other immaterial or competitively sensitive provisions). The Company shall (i) keep Parent reasonably informed on a current basis of the status and material terms of any such Company Acquisition Proposal (including, prior to furnishing any information or to participating in any discussions or negotiations pursuant to Section 6.4(b), advising Parent of any determination by the Company Board pursuant to Section 6.4(b)) and any discussions and negotiations concerning the material terms and conditions thereof and (ii) provide to Parent as soon as practicable (and in any event within 24 hours after receipt) any written indication of interest (or amendment thereto) or any written material that constitutes an offer (or amendment thereto) including copies of any proposed Company Alternative Acquisition Agreements.

(h) Nothing contained in this Agreement shall prohibit the Company or the Company Board, directly or indirectly through their respective Representatives, from (i) taking and disclosing to the stockholders of the Company any position contemplated by Rule 14d-9, Rule 14e-2(a) or Item 1012(a) of Regulation M-A promulgated under the Exchange Act, (ii) making any “stop, look and listen” communication to the Company’s stockholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act or (iii) making any disclosure to the stockholders of the Company that is required by Law or with respect to which the Special Committee or the Company Board determines in good faith, after consultation with its outside legal counsel, that the failure to make such disclosure would reasonably be expected to be inconsistent with its fiduciary duties under applicable Law; provided that this Section 6.4(h) shall not be deemed to permit the Company Board to make a Company Change in Recommendation except to the extent permitted by Section 6.4(d) – (f). For the avoidance of doubt, no statement or disclosure that includes the reaffirmation of the Company Board Recommendation shall be deemed to be a Company Change in Recommendation.

(i) The Company agrees that any material breach of this Section 6.4 by any of the senior employees of its Representatives (acting as such) shall be deemed to be a breach of this Agreement by the Company.

Section 6.5 Preparation of Proxy Statement; Schedule 13E-3.

(a) Parent will promptly furnish to the Company such data and information relating to Parent and Merger Sub as the Company may reasonably request for the purpose of including such data and information in the Proxy Statement and any amendments or supplements thereto used by the Company to obtain Company Stockholder Approval, and Parent and Merger Sub shall otherwise assist and cooperate with the Company in the preparation of the Proxy Statement and the resolution of any comments thereto received from the SEC.

(b) As promptly as reasonably practicable after the execution of this Agreement (but in no event later than thirty (30) Business Days from the date of this Agreement), (i) the Company shall prepare in preliminary form and cause to be filed with the SEC a Proxy Statement relating to the matters to be submitted to the holders of Company Common Stock at the Company Stockholders Meeting and (ii) the Company and Parent shall jointly prepare and file with the SEC the Schedule 13E-3. The Company will advise Parent promptly after it receives notice thereof, of any request by the SEC for amendment of, or comments on, the Proxy Statement or the Schedule 13E-3 and responses thereto or requests by the SEC for additional information. Prior to the filing of the Proxy Statement or the Schedule 13E-3 (or, in each case, any amendment or supplement thereto) or any dissemination thereof to the stockholders of the Company, or responding to any comments from the SEC with respect thereto, the Company or Parent, as applicable, shall provide the other party with a reasonable opportunity to review and to propose comments on such document or response, which the Company or Parent, as applicable, shall consider in good faith.

(c) If at any time prior to the Effective Time, any information relating to Parent or the Company, or any of their respective Subsidiaries, Affiliates, officers or directors, should be discovered by Parent or the Company that should be set forth in an amendment or supplement to the Proxy Statement or the Schedule 13E-3 (as applicable), so that such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information shall promptly notify the Other Party and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by applicable Law, disseminated to the stockholders of the Company.

(d) Parent and the Company shall make all necessary filings with respect to the Transactions under the Securities Act and the Exchange Act and applicable blue sky laws and the rules and regulations thereunder.

Section 6.6 Company Stockholders Meeting.

(a) The Company shall take all action necessary in accordance with applicable Laws and the Organizational Documents of the Company to duly give notice of, convene and hold a Company Stockholders Meeting for the purpose of obtaining the Company Stockholder Approval, to be held as promptly as reasonably practicable (but in no event later than thirty (30) Business Days) following the clearance of the final Proxy Statement and Schedule 13E-3 by the SEC. Except as otherwise expressly permitted by Section 6.4, the Company shall (i) through the Company Board, recommend, including through a recommendation in the Proxy Statement, that the stockholders of the Company vote in favor of the adoption of this Agreement, and (ii) solicit from stockholders of the Company proxies in favor of the adoption of this Agreement. Notwithstanding anything to the contrary contained in this Agreement (except for the sentence immediately following this sentence), the Company (i) shall be required to adjourn or postpone the Company Stockholders Meeting (A) to the extent necessary to ensure that any supplement or amendment to the Proxy Statement is, if required by applicable Law, provided to the Company's stockholders within a reasonable amount of time in advance of the Company Stockholders Meeting or (B) if, as of the time for which the Company Stockholders Meeting is scheduled, there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct business at such Company Stockholders Meeting and (ii) may adjourn or postpone the Company Stockholders Meeting if, as of the time for which the Company Stockholders Meeting is scheduled, there are insufficient shares of Company Common Stock represented (either in person or by proxy) to obtain the Company Stockholder Approval; provided, however, that unless otherwise agreed to by the Parties, the Company Stockholders Meeting shall not be adjourned or postponed to a date that is more than twenty (20) Business Days after the date for which the meeting was previously scheduled (it being understood that such Company Stockholders Meeting shall be adjourned or postponed every time the circumstances described in the foregoing clauses (i)(A) and (i)(B) exist, and such Company Stockholders Meeting may be adjourned or postponed every time the circumstances described in the foregoing clause (ii) exist); provided, further that the Company Stockholders Meeting shall not be adjourned or postponed to a date on or after two (2) Business Days prior to the Outside Date. Notwithstanding the foregoing, the Company may adjourn or postpone the Company Stockholders Meeting to a date no later than the second Business Day after the expiration of the periods contemplated by Section 6.4(d) or Section 6.4(f). Unless this Agreement has been terminated in accordance with its terms, the Company's obligations to call, give notice of, convene and hold the Company Stockholders Meeting in accordance with this Section 6.6 shall not be limited or otherwise affected by the making, commencement, disclosure, announcement or submission of any Company Superior Proposal or Company Acquisition Proposal. If requested by Parent, the Company shall promptly provide to Parent all voting tabulation reports relating to the Company Stockholders Meeting that have been prepared by the Company or the Company's transfer agent, proxy solicitor or other Representatives.

(b) Immediately after the execution of this Agreement, the written consent of Parent, as sole stockholder of Merger Sub, duly approving this Agreement and the Transactions, in accordance with applicable Law and the Organizational Documents of Merger Sub shall have become effective, and Parent shall deliver to the Company evidence of such action by written consent so approving this Agreement and the Transactions. Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the adoption of this Agreement shall be the only matter (other than matters of procedure, matters related to executive compensation matters associated with the Transactions and matters required by applicable Law to be voted on by the Company's stockholders in connection with the adoption of this Agreement) that the Company shall propose to be acted on by the stockholders of the Company at the Company Stockholders Meeting.

Section 6.7 Access to Information; Confidentiality.

(a) From the date hereof until the Effective Time or the earlier termination of this Agreement in accordance with its terms, and subject to applicable Law, upon reasonable prior notice, the Company shall, and shall cause each of the Company Subsidiaries to afford to Parent and Parent's Representatives reasonable access during normal business hours to all of the Company's and the Company Subsidiaries' officers, senior executives, properties, Contracts, books and records, in each case, solely as reasonably necessary for purposes of consummating the transactions contemplated by this Agreement. The Company shall furnish promptly to Parent (i) a copy of each report, schedule and other document filed or submitted by it pursuant to the requirements of federal or state securities Laws and a copy of any communication (including "comment letters") received by the Company from the SEC concerning compliance with securities Laws and (ii) all other relevant information concerning the Company's and the Company Subsidiaries' business, properties and personnel, in each case, as Parent may reasonably request in connection with the Merger and this Agreement (it being understood that any information, documentation or materials filed by the Company on the SEC's EDGAR database shall be deemed furnished for purposes of this Section 6.7(a)). Notwithstanding the foregoing provisions of this Section 6.7(a), the Company shall not be required to, or to cause any of the Company Subsidiaries to, grant such access if the Company reasonably determines that it would (A) disrupt or impair in any material respect the business or operations of the Company or any of the Company Subsidiaries, (B) constitute a violation of any Contract with respect to confidentiality or non-disclosure obligations owing to a third party (including any Governmental Entity) to which the Company or any of the Company Subsidiaries is a party, (C) constitute a violation of any applicable Law, (D) result in the disclosure of any Trade Secrets or other confidential business information, or (E) result in a waiver of attorney-client privilege, work product doctrine or similar privilege; provided that, if permitted by applicable Law, the Company shall, give notice to Parent of the fact that it is withholding such information or documents and the Company will use commercially reasonable efforts to make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply. All information exchanged pursuant to this Section 6.7 shall be subject to the confidentiality agreement dated as of November 22, 2025, between the Majority Stockholder and his affiliated entities (including Parent) and the Company (the "Confidentiality Agreement"). Notwithstanding the foregoing, Parent and its Representatives will not be permitted to perform any invasive or intrusive environmental sampling of ambient or indoor air, soil, groundwater or any other environmental media with respect to any property of the Company or the Company Subsidiaries without the Company's prior written consent, which may be withheld in the Company's sole and absolute discretion.

(b) No investigation pursuant to this Section 6.7 shall affect any representation or warranty in this Agreement of any party hereto or any condition to the obligations of the Parties hereto.

(c) The Confidentiality Agreement shall survive the execution and delivery of this Agreement and shall apply to all information furnished thereunder or hereunder; provided, however, that, notwithstanding Section 2 of the Confidentiality Agreement, the Company may provide Evaluation Materials (as defined in the Confidentiality Agreement) furnished by the Company to Parent pursuant to the Confidentiality Agreement to the financing sources in connection with the financing of the Transactions, subject solely to receiving customary confidentiality undertakings by such financing sources, and that each such financing source shall be considered a “Representative” of Parent under the Confidentiality Agreement.

Section 6.8 Public Statements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by Parent and the Company. Parent and the Company will not, and each of the foregoing will use reasonable best efforts to cause its Representatives not to, issue any public announcements or make other public disclosures regarding this Agreement or the Transactions, without the prior written consent of the Other Party (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, the Company and Parent will not be obligated to engage in such consultation with respect to communications that are (1) required by applicable Law, regulation or stock exchange rule or listing agreement (in which case, the Company or Parent (as applicable) shall use commercially reasonable efforts to give the other Parties a reasonable opportunity to review and comment and give reasonable and good faith consideration to comments from the other Parties), (2) principally directed to employees, suppliers, customers, partners or vendors so long as such communications are consistent with previous press releases or public disclosures made jointly by the Parties (or individually if approved by the other Party), (3) with respect to any Proceeding between the Company or its Affiliates, on the one hand, and Parent, Merger Sub and their Affiliates, on the other hand, and (4) with respect to Parent, communications that are principally directed to any prospective or existing limited partners, equity holders, members, managers and investors of Parent or its Affiliates, so long as such communications are ordinary course communications and disclosures thereto and consistent with previous press releases or public disclosures previously agreed to by Parent and the Company. The second sentence of this Section 6.8 shall not apply with respect to a public announcement in connection with the receipt and existence of a Company Acquisition Proposal, or the publication of any press release or announcement with respect to a Company Change in Recommendation made in accordance with Section 6.4.

Section 6.9 Takeover Laws. None of the Company, Parent or Merger Sub will take any action that would cause the Transactions to be subject to requirements imposed by any Takeover Laws, and each of them will take all reasonable steps within its control to exempt (or ensure the continued exemption of) the Transactions from the Takeover Laws of any state that purport to apply to this Agreement or the Transactions.

Section 6.10 Third-Party Approvals. Subject to the terms and conditions of this Agreement, Parent and the Company and their respective Subsidiaries will cooperate and use their respective reasonable best efforts to prepare all documentation, to effect all filings, to obtain all permits, consents, approvals and authorizations of all Governmental Entities and third parties necessary to consummate the Transactions and to comply with the terms and conditions of such permits (including Environmental Permits), consents, approvals and authorizations and to cause the Merger to be consummated as expeditiously as practicable; provided, however, that the Company shall not be required under this Section 6.10 to compensate any third party, make any accommodation commitment or incur any liability or obligation to any third-party to obtain any such consent or approval, unless Parent or its Affiliates agree to compensate any such third-party on the Company's behalf or to promptly reimburse the Company for any payments made or liabilities to any such third party, in each case in connection with obtaining such consents or approvals, and the Company shall not compensate or agree to compensate any such third-party, make any accommodation commitment or incur any liability or obligation to any such third party in connection with obtaining such consents or approvals without the prior written consent of Parent. Each of Parent and the Company has the right to review in advance, and, to the extent practicable, each will consult with the other, in each case subject to applicable Laws relating to the exchange of information, with respect to, all material written information submitted to any third party or any Governmental Entities in connection with the Transactions. In exercising the foregoing right, each of the Parties hereto agrees to act reasonably and promptly. Each Party hereto agrees that it will consult with the Other Party with respect to the obtaining of all material permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the Transactions, and each Party will keep the Other Party apprised of the status of material matters relating to completion of the Transactions. This Section 6.10 shall not apply to approval of the SEC of the Proxy Statement.

Section 6.11 Indemnification; Directors' and Officers' Insurance.

(a) Without limiting any additional rights that any director, officer, trustee, employee, agent, or fiduciary may have under any employment or indemnification agreement or under the Company's Organizational Documents, or, if applicable, the Company Subsidiaries' Organizational Documents, for a period of six (6) years after the Effective Time, Parent shall cause the Surviving Corporation to: (i) indemnify and hold harmless each Person who is now, or has been or becomes at any time prior to the Effective Time, an officer or director of the Company or any Company Subsidiary and also with respect to any such Person, by reason of the fact such Person is or was a director, officer, employee, member, trustee or fiduciary of another corporation, foundation, partnership, joint venture, trust, pension or other Benefit Plan or enterprise (regardless of whether such other entity or enterprise is affiliated with the Company) serving at the request of or on behalf of the Company or any Company Subsidiary and together with such Person's heirs, executors or administrators (collectively, the "Indemnified Parties") to the fullest extent authorized or permitted by, and subject to the conditions and procedures set forth in, applicable Law in connection with any Proceeding and any losses, claims, damages, liabilities, costs, Indemnification Expenses, Judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of any thereof) resulting therefrom; and (ii) promptly pay on behalf of or, within thirty (30) days after any request for advancement, advance to each of the Indemnified Parties, any Indemnification Expenses incurred in defending, serving as a witness with respect to or otherwise participating with respect to any Proceeding in advance of the final disposition of such Proceeding, including payment on behalf of or advancement to the Indemnified Party of any Indemnification Expenses incurred by such Indemnified Party in connection with enforcing any rights with respect to such indemnification or advancement, in each case without the requirement of any bond or other security; provided, however, that, to the extent required by applicable Law, the payment of any Indemnification Expenses incurred by an Indemnified Party in advance of the final disposition of a Proceeding shall be made only upon delivery to the Surviving Corporation of an undertaking by or on behalf of such Indemnified Party to repay all amounts so paid in advance if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified. The indemnification and advancement obligations of the Surviving Corporation pursuant to this Section 6.11 extend to acts or omissions occurring at or before the Effective Time and any Proceeding relating thereto (including with respect to any acts or omissions occurring in connection with the approval of this Agreement and the consummation of the Transactions, including the consideration and approval thereof and the process undertaken in connection therewith and any Proceeding relating thereto), and all rights to indemnification and advancement conferred hereunder continue as to any Indemnified Party who has ceased to be a director or officer of the Company or any Company Subsidiary after the date of this Agreement and inure to the benefit of such person's heirs, executors and personal and legal representatives. Any Indemnified Party wishing to claim indemnification or advancement of expenses under this Section 6.11(a), upon learning of any such Proceeding, shall notify the Surviving Corporation in writing (but the failure so to notify shall not relieve a party from any obligations that it may have under this Section 6.11(a), except to the extent such failure materially prejudices such party's position with respect to such claims). As used in this Section 6.11: the term "Indemnification Expenses" means reasonable and documented out-of-pocket attorneys' fees and expenses and all other reasonable and documented out-of-pocket costs and expenses (including experts' fees, travel expenses, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in, any Proceeding for which indemnification is required to be provided pursuant to this Section 6.11(a), including any Proceeding relating to a claim for indemnification or advancement brought by an Indemnified Party.

(b) Without limiting the foregoing, Parent and Merger Sub agree that all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time now existing in favor of the Indemnified Parties as provided in the Company's Organizational Documents or the Company Subsidiaries' Organizational Documents will be assumed by the Surviving Corporation in the Merger, without further action, at the Effective Time and will survive the Merger and continue in full force and effect in accordance with their terms.

(c) Except to the extent required by applicable Law, the Surviving Corporation's Organizational Documents and each Company Subsidiary's Organizational Documents will contain provisions no less favorable with respect to indemnification, advancement of expenses, exculpation and limitations on liability of directors and officers than are set forth in the Company's Organizational Documents and such Company Subsidiary's Organizational Documents as in effect on the date hereof, which provisions will not be amended, repealed or otherwise modified for a period of six (6) years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were Indemnified Parties, unless such modification is required by Law; provided, however, that any such modification shall be prospective only and shall not limit or eliminate any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to modification; provided, further, that all rights to indemnification in respect of any Proceeding made within such period continue until the disposition of such Proceeding.

(d) For a period of six (6) years from the Effective Time, Parent will or will cause the Surviving Corporation to (subject to the next sentence) maintain in full effect the current directors' and officers' liability and fiduciary liability insurance policies covering the Indemnified Parties (but may substitute therefor other policies of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the Indemnified Parties so long as that substitution does not result in gaps or lapses in coverage) with respect to matters occurring on or before the Effective Time, but Parent is not required to pay annual premiums in excess of 300% of the last annual premiums paid therefor prior to the date of this Agreement and will purchase the maximum amount of coverage that can be obtained for that amount if the coverage described in this Section 6.11(d) would cost in excess of that amount. The Company may, on or prior to the Effective Time, purchase a tail policy with respect to acts or omissions occurring or alleged to have occurred prior to the Effective Time that were committed or alleged to have been committed by such Indemnified Parties in their capacity as such with a scope of coverage and in an amount no greater than the policies currently in place so long as the total premiums paid would not exceed the maximum aggregate amount of premiums contemplated to be paid under the previous sentence for such 6-year period, and if such tail policy is so purchased, Parent will be relieved of its obligations under the previous sentence.

(e) If Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges with or into any other person and is not the continuing or surviving corporation, partnership or other 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 will make proper provision so that the successors and assigns of Parent or the Surviving Corporation assume the obligations set forth in this Section 6.11.

(f) Parent will cause the Surviving Corporation to perform all of the obligations of the Surviving Corporation under this Section 6.11.

(g) This Section 6.11 survives the consummation of the Merger and is intended to be for the benefit of, and to be enforceable by, the Indemnified Parties and their respective heirs and personal representatives, and will be binding on Parent, the Surviving Corporation and their respective successors and assigns.

Section 6.12 Section 16 Matters. Prior to the Effective Time, the Company shall take all such steps as may be required to cause any dispositions of equity securities of the Company (including derivative securities) in connection with this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company to be exempt under Rule 16b-3 under the Exchange Act. Prior to taking the actions required by this Section 6.12, the Company will provide Parent copies of any resolutions or other documentation with respect to such actions and the Company shall give consideration to all reasonable additions, deletions or changes suggested thereto by Parent.

Section 6.13 Employee Matters.

(a) For a period of one year after the Effective Time (the "Continuation Period"), Parent shall, or shall cause the Surviving Corporation to, provide to each employee of the Company and the Company Subsidiaries who is an employee of the Company or any Company Subsidiary immediately prior to the Effective Time (including, without limitation, any such employees who are on medical, family, disability, military or other approved leave) (each, a "Continuing Employee"), for so long as the Continuing Employee remains continuously employed by the Surviving Corporation during the Continuation Period, (i) a base salary or base wage rate, as applicable, that is no less favorable than as in effect immediately prior to the Effective Time, (ii) target cash, bonus and incentive opportunities (excluding the value attributable to any equity or equity-based, retention, change in control or similar compensation) that are each no less favorable than those in effect immediately prior to the Effective Time, (iii) severance benefits that are no less favorable in the aggregate than those that would have been provided to such Continuing Employee under the Company Benefit Plans as in effect immediately prior to the Effective Time or under the Benefit Plans, programs, policies, agreements and arrangements of the Surviving Corporation as in effect at the time of termination of employment, and (iv) all other employee Benefit Plans (other than those providing for equity or equity-based compensation, stock purchase, long-term incentive, change in control, retention, nonqualified deferred compensation, defined benefit pension or retiree health or welfare benefits (collectively, the "Excluded Benefits")) that are substantially comparable in the aggregate to those that would have been provided to such Continuing Employee under the Company Benefit Plans as in effect immediately prior to the Effective Time (excluding any of the Excluded Benefits).

(b) Parent shall take all actions necessary or appropriate to permit each Continuing Employee to either continue to participate from and after the Closing Date in the Company Benefit Plans in which such Continuing Employee participated immediately prior to the Closing Date or be eligible to participate from and after the Closing Date in Benefit Plans of Parent or any of its Affiliates (excluding, in each case, Benefit Plans providing for any of the Excluded Benefits). To the extent Parent causes a Continuing Employee to cease to be eligible to participate in a Company Benefit Plan and instead provides for such Continuing Employee to be eligible to participate in a Benefit Plan sponsored or maintained by Parent or one of its Affiliates (the "Replacement Plans"), if such Replacement Plan is a group health plan, Parent shall credit (or cause to be credited or, if applicable, use commercially reasonable efforts to cause any third-party provider to credit) such Continuing Employee, for the plan year in which such coverage under such Replacement Plan begins, with any deductibles and copayments already incurred during such plan year under the comparable Company Benefit Plan. Parent shall, or shall cause the Surviving Corporation or their Affiliates to, recognize each Continuing Employee's years of service and level of seniority with the Company and the Company Subsidiaries (including service and seniority with any other employer that was recognized by the Company or the Company Subsidiaries) for purposes of eligibility, vesting and vacation benefit determination (but not for benefit accruals under any defined benefit pension plan) under the Replacement Plans to the extent such service was credited under a comparable Company Benefit Plan, but no credit for any service will be required that would result in a duplication of benefits or compensation. Parent shall cause each Replacement Plan to waive any preexisting condition exclusion or restriction with respect to participation and coverage requirements applicable to a Continuing Employee for the plan year in which the Closing occurs to the extent such exclusion or restriction did not apply with respect to such Continuing Employee under the corresponding Company Benefit Plan immediately prior to the Closing. From and after the Effective Time, the Surviving Corporation shall honor all Company Benefit Plans in accordance with their terms.

(c) Parent shall cause the Surviving Corporation to honor all vacation and other paid time off days accrued or earned but not yet taken by each Continuing Employee as of the Closing Date.

(d) Nothing in this Agreement shall constitute an establishment of, termination of, modification of, amendment to, or be construed as establishing, terminating, modifying, or amending, any Benefit Plan or other benefit or compensation plan, program, Contract, arrangement or agreement sponsored, maintained or contributed to by the Company, Parent or any of their respective Subsidiaries, nor prohibit or limit the ability of the Company, Parent, the Surviving Corporation or any of their respective Affiliates to establish, amend, modify or terminate any benefit or compensation plan, program, Contract, arrangement or agreement at any time. The provisions of this Section 6.13 are for the sole benefit of the Parties and nothing herein, expressed or implied, is intended or will be construed to confer upon or give to any Person (including, for the avoidance of doubt, any Continuing Employee or other current or former employee of the Company or any Company Subsidiary), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies under or by reason of any provision of this Agreement.

Section 6.14 Transaction Litigation. In the event that any litigation or other Proceeding by any stockholder related to this Agreement or the Transactions is initiated or, to the Knowledge of the Company, threatened against any of the Company or any Company Subsidiary or the members of the Company Board (or of any equivalent governing body of any Company Subsidiary) prior to the Effective Time, the Special Committee, on behalf of the Company, shall control the defense of any such litigation or other Proceeding; provided, however, that the Company shall promptly notify Parent, and any Indemnified Party that is named as a party in such Proceeding, of any such litigation or other Proceeding and shall keep Parent, and any Indemnified Party, that is named as a party in such Proceeding, reasonably informed on a current basis with respect to the status thereof (including by providing copies of all pleadings with respect thereto). The Company shall consult with Parent on a regular basis with respect to, and shall give Parent, and any Indemnified Party, that is named as a party in such Proceeding, the opportunity to participate in the defense or settlement of, any security holder litigation or other Proceeding against the Company or its respective directors relating to the Transactions, and no such settlement shall be agreed to without the prior written consent of Parent, which shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 6.14, “participate” means that Parent will be kept apprised of proposed strategy and other significant decisions with respect to such litigation or other Proceeding by the Company (to the extent that the attorney-client privilege between the Company and its counsel is not undermined), and Parent may offer comments or suggestions with respect to such litigation or other Proceeding but will not be afforded any decision-making power or other authority over such litigation or other Proceeding except for the settlement or compromise consent set forth above. The Company will not, without the prior written consent of an Indemnified Party settle any claims against such Indemnified Party unless the settlement solely involves the payment of money by persons other than such Indemnified Party and includes an unconditional release of the Indemnified Party from liability on matters that are the subject of such Proceeding. Notwithstanding the foregoing provisions of this Section 6.14, nothing herein shall require the Company to disclose any information if the Company reasonably determines that such disclosure would (A) constitute a violation of any Contract with respect to confidentiality or nondisclosure owing to a third party (including any Governmental Entity) to which the Company or any of the Company Subsidiaries is a party, (B) constitute a violation of any applicable Law or (C) result in a waiver of attorney-client privilege, work product doctrine or similar privilege; provided, that the Company shall not be permitted to assume the defense of any Indemnified Party to the extent the Indemnified Party shall have reasonably concluded (based on the advice of counsel) that there is reasonably likely to be a material conflict of interest between the Company (or any other person or persons included in a joint defense) and the Indemnified Party in the conduct of the defense of such action. For the avoidance of doubt, any Proceeding related to Dissenting Shares will be governed by Section 3.4. The provisions of this Section 6.14 that concern the conduct of Proceedings against any Indemnified Parties shall survive the consummation of the Merger and are intended to be for the benefit of, and to be enforceable by, the Indemnified Parties and their respective heirs and personal representatives, and will be binding on Parent, the Surviving Corporation and their respective successors and assigns.

Section 6.15 Stock Exchange De-listing. Prior to the Effective Time, the Company will 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 pursuant to applicable Law and the rules and regulations of NASDAQ to enable the Surviving Corporation to (a) delist the Company Common Stock from NASDAQ as promptly as practicable after the Effective Time and (b) deregister the Company Common Stock pursuant to the Exchange Act as promptly as practicable after such delisting.

Section 6.16 Financing.

(a) No Amendments to Equity Commitment Letter. Each of Parent and Merger Sub will not (without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed)) permit any amendment or modification (including an amendment or modification effected by way of side letter) to be made to, or any waiver of any provision or remedy pursuant to the Equity Commitment Letter that would (x) reduce the aggregate amount of the Financing below the Required Amount (taking into account any increases to any Alternative Financing and other available sources of cash) and (y) in respect of certainty of funding, impose additional conditions to the receipt of the Financing in a manner that would prevent the funding of the Financing on the Closing Date.

(b) Equity Financing. From the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, Parent shall use reasonable best efforts (in its reasonable judgment) to take (or cause to be taken) all actions and do (or cause to be done) all things necessary, proper or advisable to obtain the Financing, including (i) maintaining in effect the Equity Commitment Letter, (ii) complying with its obligations under the Equity Commitment Letter, (iii) satisfying (or obtaining a waiver of) on a timely basis all conditions applicable to (and within the control of) Parent or Merger Sub in the Equity Commitment Letter, (iv) enforcing its rights under the Equity Commitment Letter, and (v) consummating the Financing at or prior to Closing. Notwithstanding the foregoing, in the event that, prior to the Closing Date, any portion of the Financing becomes unavailable such that, together with the cash on hand and other sources of capital available to Parent (if any), the available funds at Closing will be less than the Required Amount, Parent agrees to use reasonable best efforts (in its reasonable discretion) to obtain or arrange alternative financing sources in an amount sufficient, when added to any portion of the Financing still available and cash on hand and other sources of capital available (if any) to fund the Required Amount (the "Alternative Financing" with any such Alternative Financing being deemed to constitute "Financing", the equity commitment letter with respect thereto being deemed to constitute an "Equity Commitment Letter"). Notwithstanding the foregoing or anything else in this Agreement, in no event shall reasonable best efforts be deemed or construed to require Parent to, and Parent shall not be required to, (A) pay any fees or agree to any interest rates in excess of those contemplated by the Equity Commitment Letter or fee letter related thereto in effect on the date hereof, (B) agree to conditionality or economic terms of the Financing that are less favorable than those contemplated by the Equity Commitment Letter and the fee letter related thereto in effect on the date hereof (as determined by Parent in its reasonable judgment), (C) consummate the Financing prior to the time that the Closing is required to be effected pursuant to this Agreement or (D) initiate, prosecute or maintain any legal claim, legal action, suit, legal demand, grievance, arbitration or similar legal proceeding against any Equity Financing Source.

(c) Prior to the Effective Time, the Company shall use commercially reasonable efforts to maintain (and shall cause each other member of the Company and the Company Subsidiaries to use commercially reasonable efforts to maintain) each of the Truist Credit Agreement and the Varde Credit Agreement in full force and effect in accordance with the terms and subject to the conditions thereof. The Company shall not (and shall not permit any other member of the Company and the Company Subsidiaries to), without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed, and Parent shall respond to any consent request within five (5) Business Days, with the failure to respond within such period deemed to constitute consent), agree to, or permit, any material amendment, restatement, amendment and restatement, replacement, supplement, waiver, consent or other modification of the Truist Credit Agreement or the Varde Credit Agreement. The Company shall give Parent prompt written notice after (i) the Company or any of the Company Subsidiaries obtains Knowledge of any material default by any party to the Truist Credit Agreement or the Varde Credit Agreement or any termination of the Truist Credit Agreement or the Varde Credit Agreement or (ii) if any party to the Varde Credit Agreement or any Affiliate or agent of such Person (excluding the Supporting Stockholders and any of their Affiliates) alleges in writing that any of the events described in clause (i) has occurred. As soon as reasonably practicable following receipt of a written request therefor, the Company shall provide any information reasonably requested by Parent relating to any circumstance referred to in clauses (i) or (ii) of the immediately preceding sentence; provided that in no event shall the Company be required to provide access to or disclose any information where the Company has determined in good faith that such access or disclosure would reasonably be expected to jeopardize attorney-client privilege, attorney work product protections or other applicable legal privilege or similar protection. Upon being notified thereof, the Company shall, and shall cause each of the Company Subsidiaries to, promptly use its and their reasonable best efforts (in consultation with Parent) to cure or otherwise remedy any material default under the Truist Credit Agreement or the Varde Credit Agreement, in each case, prior to the Closing Date.

(d) Closing Restricted Payment. The Company shall (and shall cause the applicable Company Subsidiaries (including Priority Holdings, LLC, as Borrower under the Truist Credit Agreement) to) (i) on the date hereof (A) declare (the date such declaration is made, the "Declaration Date") an irrevocable Restricted Payment (as defined in the Truist Credit Agreement), payable at Closing, in an aggregate amount of up to the amount set forth on Section 6.16(d) of the Company Disclosure Letter, (the "Closing Restricted Payment"), the proceeds of which shall be distributed to the Company, and (B) make an "LCT Election" under and as defined in the Truist Credit Agreement that the Closing Restricted Payment shall, from and after the Declaration Date, constitute a "Limited Condition Transaction" as defined in and in accordance with Section 1.08 of the Truist Credit Agreement (ii) on or prior to the Closing Date, make a Borrowing under and as defined in the Truist Credit Agreement in an amount sufficient, together with all available cash on hand, to make the Closing Restricted Payment and (iii) on the Closing Date, make the Closing Restricted Payment substantially concurrently with the Closing. The Closing Restricted Payment shall be irrevocable prior to the Outside Date.

ARTICLE VII
CONDITIONS TO CONSUMMATION OF THE MERGER

Section 7.1 Mutual Closing Conditions. The obligations of each of the Parties to consummate the Merger are conditioned upon the satisfaction at or prior to the Closing (or, except for the condition referenced in Section 7.1(a), which shall not be waivable, waiver by both the Company and Parent, to the extent permitted by applicable Law) of each of the following:

(a) Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(b) No Injunctions or Restraints. No Governmental Entity in the United States shall have issued any order (whether preliminary, temporary or permanent) that remains in effect or taken any other action, in each case restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Transactions and no Law shall be in effect in the United States that makes consummation of the Transactions illegal or otherwise prohibited.

(c) Money Transmitter Licenses – Restructuring Consents. Each of the Restructuring Consents shall have been obtained and each is in full force and effect and has not been rescinded or modified; provided that, on or after the Restructuring Consent Deadline, this condition shall be deemed satisfied by the receipt of such Restructuring Consents or any combination of Restructuring Consents, Alternative Arrangements or Withdrawals in respect of one or more Money Transmitter Licenses so long as (i) a Restructuring Consent is received from each jurisdiction set forth on Section 7.1(c)(i) of the Disclosure Letter and (ii) the jurisdictions for which Withdrawals are exercised did not generate more than 10% of the consolidated fee revenue of the Company and the Company Subsidiaries from operations subject to Money Transmitter Licenses during the twelve (12) month period ended on June 30, 2026; provided, that, with respect to this clause (ii), Withdrawals shall not include those jurisdictions set forth on Section 7.1(c)(ii) of the Disclosure Letter absent an Alternative Arrangement in such jurisdictions.

Section 7.2 Additional Company Conditions to Closing. The obligation of the Company to consummate the Merger is further conditioned upon satisfaction (or waiver by the Company) at or prior to the Closing of each of the following:

(a) The representations and warranties of Parent and Merger Sub contained in this Agreement are true and correct as of the date of this Agreement and as of the Closing Date, as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth in any such representation or warranty) would not reasonably be expected to, individually or in the aggregate, have a Parent Material Adverse Effect.

(b) Each and all of the agreements and covenants of Parent and the Parent Subsidiaries to be performed and complied with pursuant to this Agreement on or prior to the Effective Time have been duly performed and complied with in all material respects.

(c) The Company shall have received a certificate of Parent signed by an executive officer of Parent, dated as of the Closing Date, confirming that the conditions in Section 7.2(a) and Section 7.2(b) have been satisfied.

Section 7.3 Additional Parent Conditions to Closing. The obligation of Parent and Merger Sub to consummate the Merger is further conditioned upon satisfaction (or waiver by Parent) at or prior to the Closing of each of the following:

(a) The representations and warranties of the Company contained in (i) this Agreement (other than those set forth in the first sentence of Section 4.1 (solely as it relates to the Company), Section 4.2(a), clause (i) of Section 4.2(b), the first sentence of Section 4.2(c), Section 4.4, Section 4.5(a)(i), Section 4.8(a), Section 4.19 and Section 4.21) are true and correct as of the Closing Date, as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" set forth in any such representation or warranty) would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (ii) the first sentence of Section 4.1 (solely as it relates to the Company), Section 4.4, Section 4.5(a)(i), Section 4.19 and Section 4.21 are true and correct in all material respects as of the Closing Date (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" set forth in any such representation or warranty), as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), (iii) Section 4.2(a), clause (i) of Section 4.2(b), and the first sentence of Section 4.2(c) are true and correct (without giving effect to any Company Material Adverse Effect or other materiality qualifications) in all but *de minimis* respects as of the Closing Date, as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date) and (iv) the representations and warranties of the Company set forth in Section 4.8(a) are true and correct in all respects as of the Closing Date, as if made as of such time.

(b) Each and all of the agreements and covenants of the Company and the Company Subsidiaries to be performed and complied with pursuant to this Agreement on or prior to the Effective Time have been duly performed and complied with in all material respects.

(c) Parent shall have received a certificate of the Company signed by an executive officer of the Company, dated as of the Closing Date, confirming that the conditions in Section 7.3(a) and Section 7.3(b) have been satisfied.

(d) Since the date of this Agreement, there shall not have occurred any Company Material Adverse Effect.

(e) Each of the Truist Credit Agreement and the Varde Credit Agreement remains in full force and effect.

None of the Parties may rely, either as a basis for not consummating the Merger or for terminating this Agreement, on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was primarily caused by such Party's (or, in the case of Parent or Merger Sub, the Supporting Stockholders) breach of any provision of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual written consent of the Company and Parent in a written instrument;

(b) by the Company or Parent, if any Governmental Entity in the United States shall have issued a final nonappealable order or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the consummation of the Transactions or any Law that permanently makes consummation of the Transactions illegal or otherwise prohibited shall be in effect in the United States; provided that the right to terminate this Agreement under this Section 8.1(b) is not available to the Company, on the one hand, or Parent, on the other hand, if such order or Law was primarily due to the failure of the Company, on the one hand, or one of Parent or Merger Sub (or any of the Supporting Stockholders), on the other hand, to perform any of its obligations under this Agreement;

(c) by Parent, if the Company has breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform would result in the failure of the conditions set forth in Section 7.3(a) or Section 7.3(b) to be satisfied and such breach or failure to perform is incapable of being cured or, if capable of being cured, is not cured by the earlier of (x) the Outside Date or (y) thirty (30) days following receipt by the Company of notice of such breach or failure from Parent; provided that the right to terminate this Agreement pursuant to this Section 8.1(c) shall not be available if Parent or Merger Sub (or any of the Supporting Stockholders) is itself in breach of any provision of this Agreement or has failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, and which breach or failure to perform would result in the failure of the conditions set forth in Section 7.2(a) or Section 7.2(b);

(d) by the Company, if Parent or Merger Sub (or any of the Supporting Stockholders) has breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform would result in the failure of the conditions set forth in Section 7.2(a) or Section 7.2(b) to be satisfied and such breach or failure to perform is incapable of being cured or, if capable of being cured, is not cured by the earlier of (x) the Outside Date or (y) thirty (30) days following receipt by Parent of notice of such breach or failure from the Company; provided that the right to terminate this Agreement pursuant to this Section 8.1(d) shall not be available if the Company is itself in breach of any provision of this Agreement or has failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, and which breach or failure to perform would result in the failure of the conditions set forth in Section 7.3(a) or Section 7.3(b);

(e) by the Company or Parent, if the Closing does not occur on or before December 18, 2027 (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 8.1(e) is not available to the Company, on the one hand, or Parent, on the other hand, if such failure of the Closing to occur is primarily due to the failure of the Company, on the one hand, or one of Parent or Merger Sub (or any of the Supporting Stockholders), on the other hand, to perform any of its obligations under this Agreement;

(f) by the Company or Parent if, after the final adjournment of the Company Stockholders Meeting at which a vote of the Company stockholders has been taken in accordance with this Agreement, the Company Stockholder Approval has not been obtained;

(g) by Parent, prior to the time the Company Stockholder Approval is obtained, if the Company Board or any committee thereof (including the Special Committee) shall have effected a Company Change in Recommendation;

(h) by the Company, if this Agreement is terminated to enter into a definitive agreement relating to a Company Superior Proposal in accordance with Section 6.4 and the Company has complied with Section 6.4; provided, however, that the Company shall have prior to or concurrently with such termination tendered payment to Parent of the Company Termination Fee; or

(i) by the Company, if (i) all the conditions set forth in Section 7.1 and Section 7.3 have been and continue to be satisfied (other than those closing conditions that by their nature are to be satisfied at the Closing, provided that such conditions are reasonably capable of being satisfied at the Closing), (ii) Parent and Merger Sub have failed to consummate the Merger on the date required pursuant to Section 2.2, (iii) after the occurrence of clauses (i) and (ii), the Company has irrevocably notified Parent in writing that the conditions set forth in Section 7.1 and Section 7.3 have been and continue to be satisfied (other than those conditions that by their nature are to be satisfied at the Closing, provided that such conditions are reasonably capable of being satisfied at the Closing and the date of termination) or waived, the Company is ready, willing and able to consummate the Merger and has given Parent written notice at least three (3) Business Days prior to such termination stating the Company's intention to terminate this Agreement pursuant to this Section 8.1(i) and the intended termination date (which date shall be after the third Business Day after the date of such notice) if Parent and Merger Sub fail to consummate the Merger, and (iv) Parent and Merger Sub fail to consummate the Merger on the later of the expiration of such three (3) Business Day period and the date set forth in the foregoing notice.

Section 8.2 Procedure Upon Termination. In the event of valid termination of this Agreement by Parent or the Company, or both, pursuant to Section 8.1, written notice thereof shall be given to the Other Party, and this Agreement will terminate, effective immediately upon delivery of such written notice to the Other Party, without further action by Parent or the Company.

Section 8.3 Effect of Termination. In the event that this Agreement is validly terminated as provided in Section 8.1, each of the Parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination will be without liability to Parent, Merger Sub or the Company or their respective Affiliates; provided that the agreements and obligations of the Parties set forth in Section 4.23, Section 5.14, Section 6.7(c), Section 6.8, this Section 8.3, Section 8.4 and Article IX (to the extent applicable) hereof will survive any such termination and are enforceable hereunder; Parent and the Company may have liability as provided in Section 8.4; and nothing in this Section 8.3 will relieve the Company of any liability for any Willful Breach of any covenant or agreement contained herein occurring prior to termination, or any Party for fraud, or as provided in the Confidentiality Agreement, in which case the aggrieved Party shall be entitled to all rights and remedies available at law or in equity.

Section 8.4 Fees and Expense Reimbursement.

(a) In the event that (A) prior to the termination of this Agreement, a Company Acquisition Proposal is publicly submitted, publicly proposed or publicly disclosed prior to, and not withdrawn at the date of termination of this Agreement, (B) this Agreement is terminated by the Company or Parent pursuant to Section 8.1(e) (Outside Date) or Section 8.1(f) (Failure to Obtain Company Stockholder Approval) or by Parent pursuant to Section 8.1(c) (Company Breach) and (C) within twelve (12) months after the date this Agreement is terminated, the Company consummates a Company Acquisition Proposal or enters into a definitive agreement providing for the consummation of a Company Acquisition Proposal, then the Company will pay (or cause to be paid) to Parent the Company Termination Fee upon the consummation of such Company Acquisition Proposal. For purposes of this Section 8.4(a), any reference in the definition of Company Acquisition Transaction to "twenty percent (20%)" shall be deemed to be a reference to "fifty percent (50%)."

(b) In the event this Agreement is terminated by Parent pursuant to Section 8.1(g) (Company Change in Recommendation), the Company will pay (or cause to be paid) to Parent the Company Termination Fee within two (2) Business Days of termination of this Agreement.

(c) In the event this Agreement is terminated by the Company pursuant to Section 8.1(h) (Company Superior Proposal), the Company will pay (or cause to be paid) to Parent the Company Termination Fee prior to or concurrently with the termination of this Agreement and as a condition to terminate this Agreement.

(d) If this Agreement is validly terminated pursuant to (i) Section 8.1(d) or Section 8.1(i), or (ii) Section 8.1(e) at such time the Company could have validly terminated this Agreement pursuant to Section 8.1(d) or Section 8.1(i), then Parent shall promptly (and, in any event, within five (5) Business Days) following such termination, pay, or cause to be paid, to the Company the Parent Termination Fee.

(e) Any payment of the Company Termination Fee or the Parent Termination Fee will be made in cash by wire transfer of same day funds to an account designated in writing by Parent or the Company, as applicable.

(f) Each of the Parties acknowledges that the provisions of this Section 8.4 are an integral part of the Transactions and that, without these agreements, the Other Party would not enter into this Agreement. Each of the Parties further acknowledges that the payment of the Company Termination Fee by the Company and the Parent Termination Fee by the Parent is not a penalty, but, is liquidated damages in a reasonable amount that will compensate Parent and Merger Sub or the Company, as applicable, in the circumstances in which such fee is payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. If a Party fails to promptly pay the amount due by it pursuant to this Section 8.4, interest shall accrue on such amount from the date such payment was required to be paid pursuant to the terms of this Agreement until the date of payment at the prime rate set forth in *The Wall Street Journal* in effect on the date such payment was required to be made (the "Termination Fee Interest Obligation"). If, in order to obtain such payment, such Other Party commences a Proceeding that results in judgment for such Other Party, the Party shall pay the Other Party its reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such Proceeding (the "Termination Fee Enforcement Expense Obligation"). Notwithstanding anything to the contrary in this Section 8.4(f) or otherwise in this Agreement, in no event shall a Party's aggregate obligations in respect of the Termination Fee Interest Obligation and Termination Fee Enforcement Expense Obligation, collectively, exceed $3,500,000.

(g) Subject in all respects to Parent's rights set forth in Section 9.9 and the reimbursement obligations of the Company under Section 8.4(f), in the event the Company Termination Fee is paid to Parent in circumstances for which such fee is payable pursuant to Section 8.4(a), 8.4(b) or 8.4(c), payment of the Company Termination Fee shall be the sole and exclusive remedy of Parent and the Parent Related Parties against the Company and the Company Subsidiaries and any of their respective former, current or future general or limited partners, stockholders, financing sources, managers, members, Representatives or Affiliates (collectively, "Company Related Parties") for any losses or damages suffered as a result of the failure of the Transactions to be consummated, except in the case of fraud or a Willful Breach of any covenant, agreement or obligation, and upon payment of such amount, the Company Related Parties shall not have any further liability or obligation relating to or arising out of (i) this Agreement or the Transactions, (ii) the failure of the Merger or the other Transactions to be consummated or (iii) any breach (or threatened or alleged breach) of, or failure (or threatened or alleged failure) to perform under, this Agreement or any of the other documents delivered herewith or executed in connection herewith or otherwise, except for the liability of the Company Related Parties in the case of fraud or a Willful Breach of any covenant, agreement or obligation.

(h) Subject in all respects to the Company's rights set forth in Section 9.9 and the reimbursement obligations of Parent under Section 8.4(f), in the event the Parent Termination Fee is paid to the Company in circumstances for which such fee is payable pursuant to Section 8.4(d), receipt of the Parent Termination Fee shall be the sole and exclusive remedy of the Company and the Company Related Parties against the Parent and the Parent Related Parties for any losses or damages suffered as a result of the failure of the Transactions to be consummated or for a breach of (whether such breach is intentional, unintentional, willful or otherwise), or failure to perform under (in each case, whether such failure to perform is intentional, unintentional, willful or otherwise), this Agreement or the Ancillary Agreements, or in respect of any representation made or alleged to have been made in connection herewith or therewith, except in the case of fraud by Parent, and upon payment of such amount, neither Parent nor any Parent Related Party shall have any further liability or obligation relating to or arising out of (i) this Agreement or the Transactions, or any Ancillary Agreement or any of the transactions contemplated thereby, (ii) the failure of the Merger or the other Transactions to be consummated or (iii) any breach (or threatened or alleged breach) of, or failure (or threatened or alleged failure) to perform under, this Agreement, the Ancillary Agreements or any of the other documents delivered herewith or therewith executed in connection herewith or therewith or otherwise (whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of any Person, by the enforcement of any assessment or by any legal proceedings, by virtue of any applicable Law, or otherwise), except in the case of liabilities arising out of the Confidentiality Agreement or in the case of fraud by Parent. The Parties acknowledge and agree that any payment of the Parent Termination Fee (together with any Termination Fee Interest Obligation and Termination Fee Enforcement Expense Obligation, if any), as applicable, described in this Section 8.4 is not a penalty but is liquidated damages in a reasonable amount that will compensate the Company in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(i) In connection with any losses or damages suffered by any Parent Related Party as a result of the failure of the Transactions to be consummated or for a breach or failure to perform hereunder or otherwise, other than in the circumstances in which Parent is entitled to receive the Company Termination Fee in accordance with Section 8.4(a), Section 8.4(b) or Section 8.4(c) (in which case, Section 8.4(d) shall apply), and without limiting the reimbursement obligations of the Company under Section 8.4(f), Parent agrees, on behalf of itself and the Parent Related Parties, that the maximum aggregate monetary liability of the Company and the Company Related Parties, if any, shall be limited to the amount of the Company Termination Fee, and in no event shall Parent or any Parent Related Party seek or be entitled to recover from the Company or any Company Related Parties, and Parent on behalf of itself and the Parent Related Parties hereby irrevocably waives and relinquishes any right to seek or recover, any monetary damages in the aggregate in excess of such amount, other than for the liability of the Company in the case of fraud or a Willful Breach. The Parties acknowledge and agree that any payment of the Company Termination Fee (together with any Termination Fee Interest Obligation and Termination Fee Enforcement Expense Obligation, if any), as applicable, described in this Section 8.4 is not a penalty but is liquidated damages in a reasonable amount that will compensate Parent in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(j) As used herein, "Company Termination Fee" means a cash amount equal to $15,750,000 and "Parent Termination Fee" means a cash amount equal to $35,250,000.

(k) In no event shall (i) Parent be entitled to receive, and the Company be required to pay, more than one payment of the Company Termination Fee in connection with this Agreement and (ii) the Company be entitled to receive, and Parent be required to pay, more than one payment of the Parent Termination Fee in connection with this Agreement.

(l) While Parent or the Company, as applicable, may pursue both a grant of specific performance in accordance with Section 9.9 and the payment of the Company Termination Fee or the Parent Termination Fee, as applicable, under this Section 8.4, under no circumstances shall Parent or the Company, as applicable, be permitted or entitled to receive both a grant of specific performance that results in the consummation of the Merger and any money damages, including all or any portion of the Company Termination Fee or the Parent Termination Fee, as applicable.

(m) Except as otherwise provided in this Agreement, each Party shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the Transactions.

(n) Parent or the Company may, at Parent's or the Company's, as applicable, election, settle, discharge, preclude, obviate and resolve any claims or Proceedings resulting from, relating to or arising out of the termination of this Agreement by agreeing to consummate the Transactions in accordance with the terms of this Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Amendments and Waivers.

(a) At any time prior to the Effective Time, any provision of this Agreement may be amended or waived by any party hereto only by action taken or authorized by or on behalf of such party's Board of Directors (or duly authorized committee thereof) and, in the case of the Company, the Special Committee in accordance with Section 9.12, but in all cases only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective; provided, however, that without the further approval of the stockholders of the Company, no such amendment shall be made or given after obtaining the Company Stockholder Approval that requires the approval of the stockholders of the Company under the DGCL or in accordance with the rules and regulations of the Nasdaq unless the required further approval is obtained; provided, further, that Section 9.1(a), Section 9.5, Section 9.7 and Section 9.8 (and any provision of this Agreement, including related definitions, to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance or benefit of any such Sections) shall not be amended or waived in any manner that is adverse to any Equity Financing Source without the prior written consent of such Equity Financing Source.

(b) Any failure of any of the parties to comply with any obligation, covenant, agreement or condition in this Agreement may be waived at any time prior to the Effective Time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver and, in the case of the Company, subject to Section 9.12. Notwithstanding the foregoing, no failure or delay by the Company or Parent in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. Subject to Section 8.4(l), the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 9.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, and all of which, when taken together, constitute one Agreement. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., "pdf") will be effective as delivery of a manually executed counterpart hereof.

Section 9.3 Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered or sent if delivered in person, (ii) on the fifth (5th) Business Day after dispatch by registered or certified mail, (iii) on the next Business Day if transmitted by national overnight courier or (iv) on the date delivered if sent by email (provided that confirmation of email transmission is obtained), in each case as follows (or at such other address for a Party as shall be specified by like notice):

(a) If to the Majority Stockholder, Parent or Merger Sub, to:

2001 Westside Parkway, Suite 155
Alpharetta, GA 30004
Attention: Thomas Priore
Email: [***]

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

McDermott Will & Schulte LLP
One Vanderbilt Avenue
New York, NY 10017
Attention: Benjamin Kozinn, Lauren Troeller and Eric Orsic
Email: bkozinn@mcdermottlaw.com
ltroeller@mcdermottlaw.com
eorsic@mcdermottlaw.com

(b) If to the Company, to:

Priority Technology Holdings, Inc.
2001 Westside Parkway, Suite 155
Alpharetta, GA 30004
Attn: Tim O'Leary, Brad Miller
Email: [***]

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Jeffrey Marell and Cullen Sinclair
Email: jmarell@paulweiss.com
csinclair@paulweiss.com

All such notices, requests, claims, demands and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 9.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the Parties without the prior written consent of the Other Party, except that (a) Merger Sub may assign, in each entity's sole discretion, any of or all its rights, interests and obligations under this Agreement to any wholly-owned Subsidiary of Parent, (b) Parent may assign any of its rights or interests (but not delegate any of its obligations) under this Agreement to any of its controlled Affiliates but, in each case, no such assignment shall relieve Parent of any of its obligations hereunder or delay Closing in any material respect and (c) from and after the Effective Time, Parent or the Surviving Corporation may assign any of its rights, interests or obligations under this Agreement in connection with a merger or consolidation involving Parent or the Surviving Corporation or other disposition of all or substantially all of the assets of Parent or the Surviving Corporation, provided in each case, no such assignment shall relieve Parent or the Surviving Corporation of any of its obligations hereunder. Any purported assignment not permitted under this Section 9.4 shall be null and void.

Section 9.5 Entire Understanding; No Third-Party Beneficiaries. This Agreement, together with the Confidentiality Agreement and any other documents and instruments executed pursuant hereto, constitutes the entire agreement and understanding of the Parties with respect to the matters therein and herein and supersedes all prior agreements and understandings on such matters. The provisions of this Agreement are binding upon and inure to the benefit of the Parties hereto and, subject to Section 9.4, their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than (a) the Parties hereto and their respective successors except (A) (i) the Non-Recourse Parties under Section 9.8, (ii) the Equity Financing Sources under Section 9.1, this Section 9.5, Section 9.7 and Section 9.8, and the related defined terms contained in the foregoing provisions (which, in each case, shall expressly inure to the benefit of the Equity Financing Sources and which the Equity Financing Sources shall be entitled to rely on and enforce the provisions of as they relate to the Equity Financing Sources), and (iii) the Special Committee, which shall have the right to seek damages against Parent on behalf of the holders of Company Common Stock and Company Equity Awards (which may include damages based on a decrease in share value or lost premium), and (B) following the Effective Time, (i) as provided in Section 6.11 (which will be to the benefit of the Persons referred to in such Section), (ii) the rights of holders of Company Common Stock to receive the Merger Consideration and (iii) the rights of holders of Company Equity Awards to receive such amounts as provided for in Section 3.2.

Section 9.6 Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable 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 economic, business or other 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.

Section 9.7 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof that would result in the application of any other jurisdiction's Laws.

(b) The Parties irrevocably submit to the jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such matter, the Superior Court of the State of Delaware and the federal courts of the United States of America located in the State of Delaware) in connection with any dispute that arises in respect of this Agreement and the documents referred to in this Agreement or in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for interpretation or enforcement hereof or any such document that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined exclusively by such a Delaware state or federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with such action, suit or proceeding in the manner provided in Section 9.3 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS, THE EQUITY COMMITMENT LETTER, OR THE FINANCING (INCLUDING ANY SUCH LEGAL PROCEEDING INVOLVING THE EQUITY FINANCING SOURCE IN CONNECTION WITH THE FINANCING DESCRIBED IN THIS AGREEMENT). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.7.

Section 9.8 No Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement or the Transactions, or the negotiation, execution or performance of this Agreement (except as set forth in any other agreement delivered in connection herewith), may only be made against the entities that are expressly identified as Parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or Representative of any Party hereto or any Equity Financing Source (each, a "Non-Recourse Party") has any liability for any obligations or liabilities of the Parties or for any claim based on, in respect of, or by reason of, the Transactions (except as set forth in any other agreement delivered in connection herewith). For the avoidance of doubt, the foregoing shall not limit enforcement of, claims under, or causes of action that may be based upon, arise out of or relate to the Equity Commitment Letter, Guaranty or Support Agreement, in each case, against the parties thereto to the extent permitted therein.

Section 9.9 Specific Performance.

(a) The Parties agree that irreparable damage, for which monetary damages or other legal remedies would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the parties. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such matter, the Superior Court of the State of Delaware and the federal courts of the United States of America located in the State of Delaware, without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance and further agrees not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach. Each Party further agrees that neither the Other Party nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.9, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The election to pursue an injunction, specific performance or other equitable relief shall not restrict, impair or otherwise limit the Company, on the one hand, or Parent, on the other hand, from, in the alternative, seeking to terminate the Agreement and pursuing any other remedy available at law or equity.

(b) Notwithstanding anything to the contrary in this Agreement, the Company shall only be entitled to specific performance to cause the Financing to be funded if, and only if, (i) all of the conditions set forth in Section 7.1 and Section 7.3 have been and continue to be satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, each of which is capable of being satisfied at the time the Closing would have occurred but for the failure of the Financing to be funded and continues to be satisfied), (ii) Parent and Merger Sub fail to consummate the Merger on the date required pursuant to Section 2.2, (iii) the Company has irrevocably confirmed in a written notice to Parent that if specific performance is granted and the Financing is funded, then it is ready, willing and able to take such actions that are required of it by this Agreement to cause the Closing to occur (and the Company has not revoked, withdrawn, modified or conditioned such irrevocable confirmation), and (iv) Parent and Merger Sub fail to complete the Closing within three (3) Business Days after delivery of the Company's irrevocable written confirmation. The election to pursue an injunction, specific performance or other equitable relief shall not restrict, impair or otherwise limit the Company, on the one hand, or Parent, on the other hand, from, in the alternative, seeking to terminate the Agreement and pursuing any other remedy available pursuant to the express terms and conditions of this Agreement.

(c) Notwithstanding anything to the contrary in this Section 9.9, to the extent any Party brings a Proceeding to enforce specifically the performance of the terms and provisions of this Agreement (other than a Proceeding to specifically enforce any provision that expressly survives termination of this Agreement) when expressly available to such Party pursuant to the terms of this Agreement, this Agreement shall not terminate until the latter of (i) the twentieth (20th) Business Day following the resolution of such Proceeding, or (ii) such other time period established by the court presiding over such Proceeding.

Section 9.10 Tax Matters.

(a) All transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees (including penalties and interest) incurred by the Company or the Company Subsidiaries in connection with the Merger shall be paid by the Surviving Corporation or the Company Subsidiaries, as applicable, when due and expressly shall not be a liability of the holders of Company Common Stock.

(b) On or prior to the Closing Date, the Company shall deliver to Parent a certification from the Company pursuant to Treasury Regulations Section 1.1445-2(c) dated no more than thirty (30) days prior to the Closing Date and signed by a responsible corporate officer of the Company, together with a signed notice as contemplated by Treasury Regulation Section 1.897-2(h), which Parent shall be entitled to file with the Internal Revenue Service after the Closing.

Section 9.11 Survival. The representations and warranties contained in this Agreement or in any certificates or other documents delivered prior to or as of the Effective Time shall survive until (but not beyond) the Effective Time, except for those representations and warranties set forth in Sections 4.23 and 5.14 herein. The covenants and agreements of the Parties (including the Surviving Corporation) shall survive the Effective Time without limitation (except for those which, by their terms, contemplate a shorter survival period).

Section 9.12 Special Committee Approval. Notwithstanding anything to the contrary herein, prior to the Effective Time, no amendment or waiver of any provision of this Agreement and no action shall be taken by or on behalf of the Company under or with respect to this Agreement without first obtaining the approval of the Special Committee.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first written above.

PRIORITY TECHNOLOGY HOLDINGS, INC.,

By: /s/ Timothy M. O'Leary
Name: Timothy M. O'Leary
Title: Chief Financial Officer

WD CAPITAL PARTNERS PARENT INC.

By: /s/ Thomas C. Priore
Name: Thomas C. Priore
Title: President and Secretary

WD CAPITAL PARTNERS MERGER SUB INC.

By: /s/ Thomas C. Priore
Name: Thomas C. Priore
Title: President and Secretary

Signature Page to Agreement and Plan of Merger

Exhibit A

Certificate of Incorporation of the Surviving Corporation

See attached

Exhibit 10.1

Execution Version

SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of September 18, 2026, is entered into by and among (i) Priority Technology Holdings Inc., a Delaware corporation (the "Company"), (ii) WD Capital Partners Parent Inc., a Delaware corporation ("Parent"), (iii) the individuals and entities listed on Exhibit A hereto (collectively, the "Stockholders" and each, individually, a "Stockholder"), and (iv) WD Capital Partners Holdings LP, a Delaware limited partnership ("Holdings"). Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement (as defined below).

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, (i) the Company, (ii) Parent, and (iii) WD Capital Partners Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger (as may be amended from time to time, the "Merger Agreement"), which provides for the merger of Merger Sub with and into the Company (the "Merger"), with the Company surviving the Merger as a direct wholly owned subsidiary of Parent;

WHEREAS, as of the date hereof, each Stockholder is the record holder and "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of the number of shares of common stock, par value $0.001 per share, of the Company (as adjusted pursuant to Section 13, the "Common Stock") set forth opposite such Stockholder's name on Exhibit A hereto under the heading "Owned Shares", being all of the shares of Common Stock owned of record or beneficially by such Stockholder as of the date hereof (as adjusted pursuant to Section 13, collectively, the "Owned Shares");

WHEREAS, in connection with the Closing, the Stockholders will contribute and transfer all of the Owned Shares to Holdings, on the Closing Date and immediately prior to the Effective Time (the "Exchange Time"), in exchange for a number of newly issued equity interests of Holdings (such equity interests, the "Exchange Shares"), with an aggregate value equal to the product of (x) the number of Owned Shares multiplied by (y) the Merger Consideration;

WHEREAS, it is intended that for U.S. federal (and applicable state and local) income tax purposes, (i) the Exchange (as defined below) shall be treated as a transaction under Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) the Company Exchange (as defined below), shall be treated as a transaction described in Section 351(a) of the Code, pursuant to which the Stockholders will receive equity interests of Holdings consisting of "control" within the meaning of Section 368(c) of the Code; and

WHEREAS, as a condition to the willingness of the Company and Parent to enter into the Merger Agreement and as an inducement and in consideration therefor, the Company and Parent have required that each Stockholder, and each Stockholder has agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, each Stockholder, the Company, Parent and Holdings hereby agree as follows:

1. Agreement to Vote the Covered Shares.

1.1. Beginning on the date hereof until the Termination Date (as defined below), at every meeting of the Company's stockholders, including any postponement, recess or adjournment thereof, or in any other circumstance, however called, each Stockholder agrees to, and if applicable, to cause its controlled Affiliates to, affirmatively vote (including via proxy) or execute consents, with respect to (or cause to be voted (including via proxy) or consents to be executed with respect to), and not to withdraw or modify any such vote or consent with respect to, all of the Owned Shares and any additional shares of Common Stock or other voting securities of the Company acquired by such Stockholder or its respective controlled Affiliates after the date hereof and prior to the Termination Date (as adjusted pursuant to Section 13, collectively, and together with the Owned Shares, the "Covered Shares") as follows: (a) in favor of (i) the adoption of the Merger Agreement and the approval of the Merger, (ii) the approval of any proposal to adjourn or postpone any Company Stockholders Meeting to a later date if the Company or Parent proposes or requests such postponement or adjournment in accordance with Section 6.6(a) of the Merger Agreement, and (iii) the approval of any other proposal considered and voted upon by the Company's stockholders at any Company Stockholders Meeting necessary for consummation of the Transactions or as contemplated by the Merger Agreement, and (b) against (i) any proposal, action or agreement that would reasonably be expected to result in any condition set forth in Sections 7.1 and 7.3 of the Merger Agreement not being satisfied or not being fulfilled prior to the Termination Date, (ii) any Company Acquisition Proposal or any other proposal made in opposition to or in competition with, or which is inconsistent with, the Merger Agreement or the Transactions, (iii) any recapitalization, reorganization, dissolution, liquidation, winding up or similar extraordinary transaction involving the Company (except as contemplated by the Merger Agreement) and (iv) any other action, agreement or proposal which would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions (clauses (a) and (b) collectively, the "Supported Matters"). Each Stockholder agrees to, and agrees to cause its applicable controlled Affiliates to, be present, in person or by proxy, at every meeting of the Company's stockholders, including any postponement, recess or adjournment thereof, or in any other circumstance, however called, to vote on the Supported Matters (in the manner described in this Section 1) so that all of the Covered Shares will be counted for purposes of determining the presence of a quorum at each such meeting, or otherwise cause the Covered Shares to be counted as present thereat for purposes of establishing a quorum at each such meeting. For the avoidance of doubt, except with respect to the Supported Matters, the Stockholders do not have any obligation to vote the Covered Shares in any particular manner and, with respect to matters other than the Supported Matters, the Stockholders shall be entitled to vote the Covered Shares in their sole discretion.

1.2. Nothing in this Agreement shall require any Stockholder to (a) convert, exercise or exchange any options, warrants or convertible securities in order to obtain any underlying Common Stock or (b) vote, or execute any consent with respect to, any Common Stock underlying such options, warrants or convertible securities that have not yet been issued as of the applicable record date for that vote or consent.

1.3. For the avoidance of doubt, the foregoing commitments apply to any Covered Shares held by any trust, limited partnership or other entity directly or indirectly holding Covered Shares for which the Stockholder serves as a partner, stockholder, trustee or in a similar capacity so long as, and to the extent, the Stockholder exercises voting control over such Covered Shares. To the extent the Stockholder does not have sole control of the voting determinations of such entity, the Stockholder agrees to exercise all voting rights or other voting determination rights the Stockholder has in such entity to carry out the intent and purposes of the Stockholder's support and voting obligations in this paragraph and otherwise set forth in this Agreement.

2. Share Exchange.

2.1. Contribution and Exchange. On the terms set forth herein and subject to Section 2.2, Section 2.3, Section 2.4 and Section 2.5:

(a) Each Stockholder agrees and covenants to Parent and Holdings that it will, at the Exchange Time, contribute, assign, transfer, convey and deliver (or cause to be contributed, assigned, transferred, conveyed and delivered) to Holdings all of the Owned Shares, free and clear of any and all Liens (including any restriction on the right to vote, sell or otherwise dispose of the Owned Shares), except as may exist by reason of this Agreement, the Merger Agreement and applicable securities Laws, in exchange for the issuance by Holdings to such Stockholder of, at the Exchange Time, the Exchange Shares (the "Exchange").

(b) Each Stockholder acknowledges and agrees that, from and after the Exchange, except as set forth in Section 2.2, such Stockholder shall have no right, title or interest in or to the Owned Shares, other than the right to receive the Exchange Shares.

(c) Immediately after the Exchange, at the Effective Time, Holdings hereby contributes, assigns, transfers, conveys and delivers to Parent all of the Owned Shares, free and clear of any and all Liens (including any restriction on the right to vote, sell or otherwise dispose of the Owned Shares), except as may exist by reason of this Agreement, the Merger Agreement or applicable securities Laws (the "Company Exchange").

2.2. Conditions to Exchange. The obligations of each Stockholder to consummate the Exchange at the Exchange Time are subject to the satisfaction (or waiver by such Stockholder in writing) of the following conditions:

(a) (i) The satisfaction, or written waiver (to the extent permitted) by Parent, of all conditions to the obligations of Parent and Merger Sub to consummate the Transactions that are to occur on the Closing Date as set forth in Sections 7.1 and 7.3 of the Merger Agreement (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or written waiver by Parent (to the extent permitted thereunder) of such conditions) and ~~(ii)~~(ii) the contemporaneous consummation of the Merger at the Effective Time; and

(b) No Governmental Entity in the United States shall have issued any order (whether preliminary, temporary or permanent) that remains in effect or taken any other action, in each case restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Exchange and no Law shall be in effect in the United States that makes consummation of the Exchange illegal or otherwise prohibited.

2.3. Failure to Consummate the Transactions. In the event that after the Exchange, the Merger fails to be consummated for any reason whatsoever and the Merger Agreement is terminated in accordance with its terms, the parties hereto agree that, concurrently with such termination of the Merger Agreement, automatically and without any further action of the parties hereto, Parent shall assign, transfer, convey and deliver to Holdings and Holdings shall assign, transfer, convey and deliver to the Stockholders the Owned Shares and the Stockholders shall assign, transfer, convey and deliver to Holdings the Exchange Shares issued to the Stockholders. In such event, each party hereto shall, as promptly as practicable, provide all such cooperation as the other parties hereto may reasonably request in order to ensure that such assignments, transfers, conveyances and deliveries have occurred and been made effective.

2.4. Tax Treatment. Holdings shall be, or shall elect to be treated as, a domestic partnership for U.S. federal, and applicable state and local, income tax purposes. Holdings, Parent and the Stockholders intend that, for U.S. federal (and applicable state and local) income tax purposes, (i) the Exchange shall be treated as a transaction under Section 721 of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) the Company Exchange shall be treated as a transaction described in Section 351(a) of the Code, (collectively, the "Intended Tax Treatment"). The Stockholders, the Company, Parent and Holdings shall prepare and file (and shall cooperate in the preparation and filing of, as reasonably requested) all Tax Returns in a manner consistent with the Intended Tax Treatment and shall not take any position inconsistent with the Intended Tax Treatment in connection with any tax matters, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

2.5. Termination. Neither Holdings nor Parent shall be permitted to terminate its obligations under this Section 2 without the written consent of the Stockholders (it being understood that this Section 2 shall also be terminated upon any termination of this Agreement, including pursuant to Section 3).

3. Termination. This Agreement shall terminate automatically and without further action of the parties hereto upon the earliest to occur of: (i) the valid termination of the Merger Agreement in accordance with its terms and (ii) the Effective Time (the earliest such date set forth in clauses (i) and (ii), the "Termination Date"); provided that the provisions set forth in Section 2.3 and Sections 15 through 26 hereof shall survive the termination of this Agreement; provided, further, that, subject to Section 8.4 of the Merger Agreement, the termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against any other party hereto for that party's Willful Breach of this Agreement that may have occurred on or before such termination.

4. Certain Covenants.

4.1. Transfers. Beginning on the date hereof until the Termination Date, each Stockholder hereby covenants and agrees that, except as expressly contemplated by this Agreement, such Stockholder shall not, and shall cause its Affiliates and their respective Representatives not to, directly or indirectly, (i) tender any Covered Shares into any tender or exchange offer, (ii) offer, sell, transfer, assign, exchange, pledge, hypothecate, gift, loan, encumber or otherwise dispose of (collectively, "Transfer") or enter into any Contract, option, agreement, understanding or other arrangement with respect to the Transfer of, any Covered Shares or beneficial ownership, voting power or any other interest thereof or therein (including by operation of law), (iii) grant any proxies or powers of attorney, deposit any Covered Shares into a voting trust or enter into a voting agreement with respect to any Covered Shares, in each case, that is inconsistent with this Agreement, or (iv) commit or agree to take any of the foregoing actions. Any Transfer in violation of this Section 4.1 shall be void *ab initio*. Notwithstanding anything to the contrary in this Agreement, any Stockholder may Transfer any or all of the Covered Shares, in accordance with applicable Law, to (A) such Stockholder's Affiliates, (B) any custodian or nominee for the purpose of the Covered Shares for the account of such Stockholder or (C) to any trust or other estate planning vehicle for the direct or indirect benefit of such Stockholder or the immediate family of such Stockholder for bona fide estate planning purposes; provided, that, prior to and as a condition to the effectiveness of such Transfer contemplated by the foregoing clauses (A) and (C), each Person to whom any of such Covered Shares or any interest in any of such Covered Shares is or may be transferred shall have executed and delivered to Parent and the Company a counterpart of this Agreement in a form reasonably acceptable to Parent and the Company pursuant to which such transferee shall be bound by all of the terms and provisions hereof in which case such transferee shall be deemed a Stockholder hereunder, and the transferor shall remain liable for all of its obligations hereunder. From the date hereof until the Exchange Time, subject to the immediately preceding sentence, the Stockholders shall retain all of the Owned Shares.

4.2. Regulatory Matters.

(a) Subject to Section 4.2(c), each Stockholder shall, and shall use reasonable best efforts to cause its Affiliates to, use their respective reasonable best efforts, consistent with the time frames set forth in Section 6.3 of the Merger Agreement, to supply and provide information that, to such Stockholder's knowledge, is complete and accurate in all material respects to any Governmental Entity requesting such information in connection with filings or notifications under, or relating to, applicable Laws (including in connection with Restructuring Consents and Restructuring Notices) (collectively, the "Regulatory Filings") that are required or advisable as a result of, or pursuant to, the Merger Agreement and the related financings and transactions, including information required or requested to be provided to any antitrust, regulatory, financial, national security or state money transmitter Governmental Entities in connection with any approvals reasonably sought in connection with the Transactions (collectively, the "Regulatory Disclosures"). Notwithstanding anything to the contrary herein, the Stockholders may designate any Regulatory Disclosures that contain sensitive, legally privileged, or confidential information in respect of the Stockholders or any of their Affiliates as exclusive to the Stockholders and the Stockholders may provide that any such sensitive, legally privileged, or confidential information may only be provided on an "outside counsel only" basis or directly to the applicable Governmental Entity requesting such information. Parent or the Company will not file any Regulatory Filings that contain information with respect to the Stockholders or their Affiliates without first providing the Stockholders and their counsel a reasonable opportunity to review and comment thereon, and will give good faith consideration to all reasonable additions, deletions or changes suggested by the Stockholders and their counsel.

(b) Each Stockholder represents, warrants and covenants to Parent and to the Company that, to such Stockholder's knowledge: (i) none of the information supplied in writing by such Stockholder specifically for inclusion or incorporation by reference in the Regulatory Disclosures will contain a material misstatement of fact or a material omission of fact necessary to make the information provided not misleading and (ii) such Stockholder does not and will not permit any entity under the "control" (defined in Section 721 of the Defense Production Act, as amended, including all implementing regulations thereof) of a People's Republic of China national, or any entity under the "control" of a Russian Federation national, to obtain through any Affiliate, control with respect to the Company.

(c) The Stockholders shall (i) promptly notify the other parties of any material communication received by such Person from a Governmental Entity in connection with the Transactions and permit the other parties to review and discuss in advance (and to consider in good faith any comments made by the other party in relation to) any proposed draft notifications, formal notifications, filing, submission or other written substantive communication made in connection with the Transactions to a Governmental Entity; and (ii) not independently participate in any meeting (whether in person, by telephone or videoconference) with or before any Governmental Entity in respect of the Transactions without giving the other party reasonable prior notice of such meeting and, unless prohibited by such Governmental Entity, the opportunity to attend or participate. However, the Stockholders may designate any non-public information provided to any Governmental Entity as restricted to "outside counsel only" and any such information shall not be shared with employees, officers or directors or their equivalents of the other party without approval of the party providing the non-public information; provided, however, that the Stockholders may redact any valuation and related information, or information that is protected by legal privilege, before sharing any information provided to any Governmental Entity with the other parties on an "outside counsel only" basis.

(d) Notwithstanding the foregoing or anything to the contrary in this Agreement, none of the provisions of this Agreement shall be construed as requiring the Stockholders to (i) make available to Parent or any other Person any of its internal investment committee materials or analyses or, other than Regulatory Disclosures, any information which the Stockholders consider to be commercially sensitive information or which is otherwise held subject to an obligation of confidentiality; and (ii) with respect to any Regulatory Disclosures, provide, or cause to be provided or agree or commit to provide information (A) where the sharing of such information as contemplated would be prohibited by Laws applicable to the Stockholders or their Affiliates or any judgment or order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition applicable to or imposed upon it or its Affiliates or (B) covered by the attorney client privilege, work product doctrine or other similar privilege.

5. Proxy Statement; Schedule 13e-3 and Schedules 13D and 13G.

(a) As promptly as reasonably practicable (but in no event later than 30 Business Days) after the execution of the Merger Agreement, the Company will prepare (with Parent's reasonable cooperation) and file with the SEC a preliminary proxy statement to be sent to the stockholders in connection with the Company Stockholders Meeting (the proxy statement, including any amendments or supplements thereto, the "Proxy Statement"). The Company, Parent and the Stockholders shall cooperate to, concurrently with the preparation and filing of the Proxy Statement, jointly prepare and file with the SEC a Rule 13e-3 Transaction Statement on Schedule 13e-3 (such transaction statement, including any amendment or supplement thereto, the "Schedule 13e-3") relating to the Merger and the other transactions contemplated by the Merger Agreement. The Stockholders shall promptly provide information reasonably requested by the Company or Parent in connection with the preparation of the Schedule 13e-3. The information supplied by the Stockholders for inclusion or incorporation by reference in the Proxy Statement, the Schedule 13e-3 or any other required Regulatory Filings will not, at the time that such information is provided, 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 the light of the circumstances under which they are made, not misleading. Promptly after the execution and delivery of this Agreement, Parent and the Stockholders shall cooperate to prepare and file with the SEC any required disclosure statements on Schedule 13D or Schedule 13G or any amendments or supplements thereto, as applicable (such disclosure statements, including any amendments or supplements thereto, the "Schedule 13D/G Filings") relating to the Merger Agreement, this Agreement and the transactions contemplated hereby and thereby (including the Merger). The Company will not file the Proxy Statement with the SEC without first providing the Stockholders and their counsel a reasonable opportunity to review and comment thereon, and the Company will give good faith consideration to all reasonable additions, deletions, modifications or changes suggested by the Stockholders or their counsel. The Company and Parent shall (i) provide the Stockholders and their counsel a reasonable opportunity to review drafts of the Schedule 13e-3 prior to filing the Schedule 13e-3 with the SEC and (ii) consider in good faith all comments thereto reasonably proposed by the Stockholders, their counsel and its other Representatives. Parent and the Stockholders shall (i) provide each other, the Company and their respective counsels a reasonable opportunity to review drafts of all Schedule 13D/G Filings prior to filing any Schedule 13D/G Filing with respect to the Company with the SEC and (ii) consider in good faith all comments thereto reasonably proposed by the other parties, the Company, their respective counsels and their respective Representatives, it being understood that failure to provide such prior review or to incorporate any comments shall not in any way limit or preclude Parent or the Stockholders, as applicable, from amending any such Schedule 13D/G Filings.

(b) Assistance. The Company, Parent and the Stockholders will use their respective reasonable best efforts to furnish all information concerning such party and its controlled Affiliates to the other parties that is reasonably necessary for the preparation and filing of the Proxy Statement, the Schedule 13e-3 and all Schedule 13D/G Filings, and provide such other party assistance, as may be reasonably requested by such other party to be included therein and will otherwise reasonably assist and cooperate with the other party in the preparation, filing and distribution of the Proxy Statement, the Schedule 13e-3 and all Schedule 13D/G Filings and the resolution of any comments to either received from the SEC.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent and the Company as follows:

6.1. Due Authority. If such Stockholder is an entity, such Stockholder is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. If such Stockholder is an entity, such Stockholder has all requisite corporate or other similar power and authority and has taken all corporate or other similar action necessary (including approval by the board of directors or applicable corporate bodies) to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other action on the part of or vote of holders of any equity securities of such Stockholder is necessary to authorize the execution and delivery of, compliance with and performance by such Stockholder of this Agreement. If such Stockholder is a natural person, such Stockholder has all requisite capacity to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other action on the part of such Stockholder is necessary to authorize the execution and delivery of, compliance with and performance by such Stockholder of this Agreement. This Agreement has been duly executed and delivered by such Stockholder and, assuming the due execution and delivery of this Agreement by all of the other parties hereto, constitutes a legal, valid and binding agreement of such Stockholder enforceable against such Stockholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally.

6.2. No Conflict. The execution and delivery of, compliance with and performance of this Agreement by such Stockholder do not and will not (i) if such Stockholder is an entity, conflict with or result in any violation or breach of any provision of the certificate of formation or operating agreement or similar organizational documents of such Stockholder, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which such Stockholder is entitled, under any Contract binding upon such Stockholder, or to which any of its properties, rights or other assets are subject or (iv) result in the creation of a lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of such Stockholder, except in the case of clauses (i) (solely with respect to any Stockholder that is an entity), (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not, individually or in the aggregate, reasonably be expected to restrict in any material respect, prohibit or impair in any material respect the consummation of the Merger or the performance by such Stockholder of its obligations under this Agreement.

6.3. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person, is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby, except (a) as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and “blue sky” Laws, (b) the applicable rules and regulations of the SEC or any applicable stock exchange or (c) as would not, individually or in the aggregate, reasonably be expected to restrict in any material respect, prohibit, impair in any material respect or materially delay the consummation of the Merger or the performance by such Stockholder of its obligations under this Agreement.

6.4. Ownership of the Owned Shares . Such Stockholder is, as of the date hereof, the record and beneficial owner of the Owned Shares, all of which are free and clear of any and all liens, other than those (i) created by this Agreement or (ii) arising under applicable securities Laws. Such Stockholder has the full legal right, power and authority to deliver the Owned Shares to Holdings pursuant to Section 2. Such Stockholder does not own, of record or beneficially, any shares of capital stock of the Company, or other rights to acquire shares of capital stock of the Company, in each case other than the Owned Shares. Such Stockholder has the sole right to dispose of the Owned Shares, and none of the Owned Shares is subject to any pledge, disposition, transfer or other agreement, arrangement or restriction, except as contemplated by this Agreement. As of the date hereof, except as contemplated by this Agreement, such Stockholder has not entered into any agreement to Transfer any Owned Shares and no person has a right to acquire any of the Owned Shares held by such Stockholder.

6.5. Absence of Litigation. As of the date hereof, there is no legal action pending against, or, to the knowledge of such Stockholder, threatened against or affecting such Stockholder or any of its Affiliates (other than the Company and its Subsidiaries) that would reasonably be expected to prevent, materially delay or materially impair the ability of such Stockholder to perform its obligations under this Agreement.

6.6. Investment. The Exchange Shares to be acquired by such Stockholder pursuant to this Agreement will be acquired for such Stockholder's own account and not with a view to, or intention of, distribution thereof in violation of any applicable state securities Laws. Such Stockholder is an "accredited investor" within the meaning of Rule 501 of Regulation D of the SEC. Such Stockholder is sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Exchange Shares. Such Stockholder is able to bear the economic risk of its investment in the Exchange Shares for an indefinite period of time because the Exchange Shares have not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Such Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Exchange Shares and has had access to such other information concerning Parent as such Stockholder has requested.

6.7. Finder's Fee. No broker, investment bank, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

7. Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholders, Holdings and Parent as follows:

7.1. Due Authority. The Company is a legal entity duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Company has all requisite corporate power and authority and has taken all corporate action necessary (including approval by the Company Board (acting on the recommendation of the Special Committee) and the Special Committee) to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other corporate action by the Company or vote of holders of any class of the capital stock of the Company is necessary to approve and adopt this Agreement. This Agreement has been duly executed and delivered by the Company and, assuming the due execution and delivery of this Agreement by all of the other parties hereto, constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally.

7.2. No Conflict. The execution and delivery of, compliance with and performance by the Company of this Agreement do not and will not, other than as provided in the Merger Agreement with respect to the Merger and the other transactions contemplated thereby, (i) conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company or the similar organizational documents of any of its Subsidiaries, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which the Company and any of its Subsidiaries are entitled, under any Contract binding upon the Company or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject or (iv) result in the creation of a lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of the Company or any of its Subsidiaries, except in the case of clauses (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to restrict, prohibit or impair the performance by the Company of its obligations under this Agreement.

7.3. Consents. No consent, approval, order or authorization of, or registration, declaration or (except as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and "blue sky" Laws) filing with, any Governmental Entity or any other Person, is required by or with respect to the Company in connection with the execution and delivery of this Agreement or the consummation by the Company of the transactions contemplated hereby, except as would not, individually or in the aggregate, reasonably be expected to restrict, prohibit, impair or delay the consummation of the Transactions or the performance by the Company of its obligations under this Agreement.

7.4. Absence of Litigation. As of the date hereof, there is no legal action pending against, or, to the knowledge of the Company, threatened against or affecting the Company that would reasonably be expected to prevent, materially delay or materially impair the ability of the Company to perform its obligations under this Agreement.

8. Representations and Warranties of Parent. Parent hereby represents and warrants to the Stockholders, Holdings and the Company as follows:

8.1. Due Authority. Parent is a legal entity duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation. Parent has all requisite corporate power and authority and has taken all corporate action necessary (including approval by the board of directors or applicable corporate bodies) to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other corporate action by Parent or vote of holders of any class of the capital stock of Parent is necessary to approve and adopt this Agreement. This Agreement has been duly executed and delivered by Parent and, assuming the due execution and delivery of this Agreement by all of the other parties hereto, constitutes a legal, valid and binding agreement of Parent enforceable against Parent in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally.

8.2. No Conflict. The execution and delivery of, compliance with and performance by Parent of this Agreement do not and will not, other than as provided in the Merger Agreement with respect to the Transactions, (i) conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Parent or the similar organizational documents of any of its Subsidiaries, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which Parent and any of its Subsidiaries are entitled, under any Contract binding upon Parent or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject or (iv) result in the creation of a lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of Parent or any of its Subsidiaries, except in the case of clauses (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to restrict, prohibit or impair the performance by Parent of its obligations under this Agreement.

8.3. Consents. No consent, approval, order or authorization of, or registration, declaration or (except as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and "blue sky" Laws) filing with, any Governmental Entity or any other Person, is required by or with respect to Parent in connection with the execution and delivery of this Agreement or the consummation by Parent of the transactions contemplated hereby, except as would not, individually or in the aggregate, reasonably be expected to restrict, prohibit, impair or delay the consummation of the Transactions or the performance by Parent of its obligations under this Agreement.

8.4. Absence of Litigation. As of the date hereof, there is no legal action pending against, or, to the knowledge of Parent, threatened against or affecting Parent that would reasonably be expected to prevent, materially delay or materially impair the ability of Parent to perform its obligations under this Agreement.

8.5. Ownership Structure; Exchange Shares.

(a) Merger Sub is directly wholly-owned by Parent.

(b) Parent is directly wholly-owned by Holdings.

(c) At the Exchange Time, the Exchange Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all liens, other than restrictions arising under applicable securities Laws or the organizational documents of Holdings.

(d) None of Holdings, Parent or Merger Sub has engaged in any business activities or has incurred any liabilities or obligations other than with respect to their formation, their capitalization (including with respect to the potential incurrence of debt financing) or as contemplated by the Equity Commitment Letter, this Agreement, the Merger Agreement and the other documents and transactions contemplated thereby.

9. Representations and Warranties of Holdings. Holdings hereby represents and warrants to the Stockholders, Parent and the Company as follows:

9.1. Due Authority. Holdings is a legal entity duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation. Holdings has all requisite limited partnership power and authority and has taken all limited partnership action necessary (including approval by the board of managers or applicable governing bodies) to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other limited partnership action by Holdings or vote of holders of any class of the equity of Holdings is necessary to approve and adopt this Agreement. This Agreement has been duly executed and delivered by Holdings and, assuming the due execution and delivery of this Agreement by all of the other parties hereto, constitutes a legal, valid and binding agreement of Holdings enforceable against Holdings in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally.

9.2. No Conflict. The execution and delivery of, compliance with and performance by Holdings of this Agreement do not and will not, other than as provided in the Merger Agreement with respect to the Transactions, (i) conflict with or result in any violation or breach of any provision of the certificate of limited partnership or limited partnership agreement of Holdings, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which Holdings is entitled, under any Contract binding upon Holdings, or to which any of its properties, rights or other assets are subject or (iv) result in the creation of a lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of Holdings, except in the case of clauses (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to restrict, prohibit or impair the performance by Holdings of its obligations under this Agreement.

9.3. Consents. No consent, approval, order or authorization of, or registration, declaration or (except as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and "blue sky" Laws) filing with, any Governmental Entity or any other Person, is required by or with respect to Holdings in connection with the execution and delivery of this Agreement or the consummation by Holdings of the transactions contemplated hereby, except as would not, individually or in the aggregate, reasonably be expected to restrict, prohibit, impair or delay the consummation of the Transactions or the performance by Holdings of its obligations under this Agreement.

9.4. Absence of Litigation. As of the date hereof, there is no legal action pending against, or, to the knowledge of Holdings, threatened against or affecting Holdings that would reasonably be expected to prevent, materially delay or materially impair the ability of Holdings to perform its obligations under this Agreement.

9.5. Ownership Structure; Exchange Shares.

(a) Merger Sub is directly wholly-owned by Parent.

(b) Parent is directly wholly-owned by Holdings.

(c) At the Exchange Time, the Exchange Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all liens, other than restrictions arising under applicable securities Laws or the organizational documents of Holdings.

(d) None of Holdings, Parent or Merger Sub has engaged in any business activities or has incurred any liabilities or obligations other than with respect to their formation, their capitalization (including with respect to the potential incurrence of debt financing) or as contemplated by the Equity Commitment Letter, this Agreement, the Merger Agreement and the other documents and transactions contemplated thereby.

10. Stockholder Capacity. This Agreement is being entered into by each Stockholder solely in its, his or her capacity as a record and/or beneficial owner of the Owned Shares, and nothing in this Agreement shall restrict or limit the ability of any Stockholder or any of its, his or her Affiliates or Representatives who is a director or officer of the Company or any of the Company's Subsidiaries to take, or refrain from taking, any action in his or her capacity as a director or officer of the Company or any of its Affiliates, including the exercise of fiduciary duties to the Company or its stockholders, and any such action taken in such capacity or any such inaction shall not constitute a breach of this Agreement.

11. Non-Survival of Representations, Warranties and Covenants. Other than the covenants and agreements in Section 12, which shall survive the Effective Time, in accordance with their terms, the representations, warranties and covenants contained herein shall not survive the Effective Time.

12. Waiver of Appraisal and Dissenter Rights and Certain Other Actions. Each Stockholder hereby irrevocably and unconditionally waives, to the fullest extent of applicable Law, and agrees to cause to be waived and not to assert any appraisal rights, any dissenter's rights and any similar rights under Section 262 of the DGCL or otherwise with respect to the Covered Shares with respect to the Transactions. Without limiting any rights or remedies of the Stockholders, their Affiliates or Representatives under the Merger Agreement, this Agreement or the Equity Commitment Letter, each Stockholder, its Affiliates and their respective Representatives agree not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or other Proceeding, against Parent, Merger Sub, the Company or any of their respective successors relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or the consummation of the Merger, including any Proceeding (x) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (y) alleging a breach of any fiduciary duty of the Company Board or the Special Committee in connection with the Merger Agreement, and the Transactions.

13. Certain Adjustments. In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Common Stock", "Covered Shares" and "Owned Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

14. Further Assurances. Each Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent, Holdings or the Company may reasonably request to the extent necessary to effect the transactions contemplated by this Agreement.

15. Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly delivered and received using one or a combination of the following methods: (i) four (4) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) immediately upon delivery by hand; or (iv) on the date sent by email. In each case, the intended recipient is set forth below:

(a) if to the Stockholders:

To the addresses set forth on the signature page hereto

(b) if to Holdings, Parent or Merger Sub:

2001 Westside Parkway, Suite 155
Alpharetta, GA 30004
Attention: Thomas C. Priore
Email: [***]

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

McDermott Will & Schulte LLP
One Vanderbilt Avenue
New York, NY 10017
Attention: Benjamin Kozinn
Lauren Troeller
Eric Orsic
Email: bkozinn@mcdermottlaw.com
ltroeller@mcdermottlaw.com
eorsic@mcdermottlaw.com

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

Priority Technology Holdings, Inc.
2001 Westside Parkway, Suite 155
Alpharetta, GA 30004
Attention: Tim O'Leary, Brad Miller
Email: [***]

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Jeffrey Marell
Cullen Sinclair
Email: jmarell@paulweiss.com
csinclair@paulweiss.com

16. Interpretation. Where a reference in this Agreement is made to a section or exhibit, such reference shall be to a section of or exhibit to this Agreement unless otherwise indicated. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear, the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if," any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in this Agreement shall mean such Law as from time to time amended, modified or supplemented. Each reference to a "wholly owned Subsidiary" or "wholly owned Subsidiaries" of a Person shall be deemed to include any Subsidiary of such Person where all of the equity interests of such Subsidiary are directly or indirectly owned by such Person (other than directors qualifying shares, nominee shares or other equity interests that are required by Law to be held by a director or nominee).

17. Entire Agreement. This Agreement (along with the documents referenced herein and any other agreement entered into in connection herewith by any of the parties hereto) and the Merger Agreement collectively constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties hereto, with respect to the subject matter hereof.

18. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Governing Law; Waiver of Jury Trial(a).

(a) This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof that would result in the application of any other jurisdiction's Laws.

(b) The parties hereto irrevocably submit to the jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such matter, the Superior Court of the State of Delaware and the federal courts of the United States of America located in the State of Delaware) in connection with any dispute that arises in respect of this Agreement and the documents referred to in this Agreement or in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for interpretation or enforcement hereof or any such document that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined exclusively by such a Delaware state or federal court. The parties hereto hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with such action, suit or proceeding in the manner provided in Section 15 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS, THE EQUITY COMMITMENT LETTER, OR THE EQUITY FINANCING (INCLUDING ANY SUCH LEGAL PROCEEDING INVOLVING FINANCING SOURCES IN CONNECTION WITH THE FINANCING DESCRIBED IN THIS AGREEMENT). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 19.

20. Assignment; Successors. Other than as provided herein, neither this Agreement nor any of the rights, interests or obligations under this Agreement (including those set forth in Section 2.1(a)) may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

21. Enforcement. The parties hereto 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 hereto do not perform the provisions of this Agreement (including any party hereto failing to take such actions that are required of it hereunder in order to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that (a) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement or to enforce specifically the terms and provisions hereof and without bond or other security being required, (b) if any party hereto is seeking injunctive relief, specific performance or other equitable relief pursuant hereto, the other parties hereto will not assert that a remedy of monetary damages would provide an adequate remedy for such breach and (c) the right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, none of the Company, Holdings, Parent or the Stockholders would have entered into this Agreement. Notwithstanding the foregoing, nothing herein shall in any way limit a party's right to pursue a claim for monetary damages arising out of a breach of this Agreement.

22. Non-Recourse. This Agreement may only be enforced against, and any Proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto 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, incorporator, manager, member, general or limited partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney or other Representative of any party hereto or any of their successors or permitted assigns or any direct or indirect director, officer, employee, incorporator, manager, member, general or limited partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, Representative, successor or permitted assign of any of the foregoing (each, a "Non-Recourse Party"), shall have any liability to any Stockholder, Holdings, Parent or the Company for any obligations or liabilities of any party under this Agreement or for any Proceeding (whether in tort, contract or otherwise) based on, in respect of or by reason of the transactions contemplated hereby or in respect of any written or oral representations made or alleged to be made in connection herewith.

23. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

24. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Any such counterpart, to the extent delivered by electronic delivery, will be treated in all manners and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto may raise the use of an electronic delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an electronic delivery, as a defense to the formation of a contract, and each party hereto forever waives any such defense, except to the extent such defense relates to lack of authenticity.

25. Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance. No failure or delay on the part of a party in the exercise of any right or remedy hereunder shall impair such right or power or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right or power.

26. No Presumption Against Drafting Party. The Company, Holdings, Parent and the Stockholders acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

27. Special Committee Approval. Notwithstanding any provision to the contrary, no amendment or waiver of any provision of this Agreement shall be made by the Company or the Company Board without first obtaining the approval of the Special Committee. The Special Committee shall direct enforcement by the Company of any provisions of this Agreement against the Stockholders.

28. No Agreement until Executed. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed by all parties thereto and (ii) this Agreement is executed and delivered by all parties hereto.

29. No Ownership Interest. Except as expressly provided in Section 2 with respect to the Owned Shares, nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares. All ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the applicable Stockholder.

30. Stockholder Obligations Several and Not Joint. The obligations of each Stockholder hereunder shall be several and not joint, and no Stockholder shall be liable for any breach of the terms of this Agreement by any other Stockholder.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Thomas C. Priore

Address:

Attention: Thomas C. Priore
Email: [***]

THOMAS PRIORE 2019 GRAT

By:
Name: Lori A. Priore
Title: Trustee

Address:

Attention: Thomas C. Priore
Email: [***]

THOMAS C. PRIORE IRREVOCABLE INSURANCE TRUST U/A/D 1/8/2010

By:
Name: Lori A. Priore
Title: Trustee

By:
Name: Bernard H. Smyers
Title: Trustee

Address:

Attention: Thomas C. Priore
Email: [***]

[*Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

____

John V. Priore

Address: ________________________

Attention: John V. Priore
Email: [***]

AESV CREDITCARD CONSULTING, LLC

By: ________________________
Name: John V. Priore
Title: Manager

Address: ________________________

Attention: John V. Priore
Email: [***]

[*Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

WD CAPITAL PARTNERS PARENT INC.

By: ________________________
Name: Thomas C. Priore
Title: President and Secretary

WD CAPITAL PARTNERS HOLDINGS LP

By: WD Capital Partners Holdings GP LLC, its general partner

By: ________________________
Name: Thomas C. Priore
Title: President and Secretary

[*Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

PRIORITY TECHNOLOGY HOLDINGS INC.

By: ____________________
Name: Tim O'Leary
Title: Chief Financial Officer

[*Signature Page to Support Agreement*]

PRIORITY COMMERCE

Priority Technology Holdings, Inc. Announces Definitive Agreement with Investor Group Led by Chairman and CEO Thomas Priore to Take Company Private

Priority Stockholders to Receive $8.05/Share in Cash, a 65% Premium to Unaffected Share Price

Transaction Unanimously Recommended by Special Committee of Priority's Independent and Disinterested Directors and Approved by the Board of Directors

Alpharetta, GA, September 21, 2026 – Priority Technology Holdings, Inc. (NASDAQ: PRTH) ("Priority" or the "Company"), the payments and banking solutions provider that streamlines collecting, storing, lending and sending money to unlock revenue opportunities, today announced it has entered into a definitive agreement (the "Agreement") with an investor group led by Thomas Priore, the Company's Chairman and Chief Executive Officer (the "Investor Group"), pursuant to which the Investor Group will acquire all outstanding shares of Priority's common stock that it does not already own for $8.05 per share in cash. The all-cash transaction represents an enterprise value of approximately $1.6 billion.

The transaction delivers a 65% premium to the Company's closing share price on November 7, 2025, the last trading day before public disclosure of the Investor Group's preliminary, non-binding proposal (the "Initial Proposal") to acquire the remaining shares of the Company's common stock that the Investor Group does not currently hold. The transaction represents a 38% premium to the Company's closing share price on September 18, 2026, the last trading day prior to the announcement of the definitive agreement.

The transaction was unanimously recommended by a special committee of independent and disinterested directors (the "Special Committee"), which conducted a robust review process with the assistance of its independent legal and financial advisors.

Michael Passilla, Chair of the Special Committee, said: "After a comprehensive evaluation of the proposal, a rigorous valuation analysis, and extensive negotiations with Tom and his affiliates, we are delivering a transaction that provides compelling and certain value to Priority's unaffiliated stockholders. We believe this is the best path for the unaffiliated stockholders to realize the significant value from their investment in the Company."

Thomas Priore, Chairman and Chief Executive Officer of Priority, said: "I am pleased to have reached an agreement that delivers meaningful value to our stockholders and positions the Company to achieve our vision for Connected Commerce. I am deeply proud of what our team has built, and I am excited to lead the Company into this promising next chapter."

Independent Review and Valuation Process

As previously announced, the Special Committee was established by the Company's Board of Directors to evaluate the Investor Group's Initial Proposal. Following a rigorous valuation analysis and comprehensive review of the Initial Proposal, the Special Committee engaged in extensive negotiations with the Investor Group, including with Mr. Priore, who had informed the Special Committee that he does not intend to sell his stake in the Company to any third party, as disclosed in the Schedule 13D filed in December 2025. The negotiations resulted in improved transaction terms, including a more than 30% price increase, for the benefit of Priority's unaffiliated stockholders.

The Board of Directors, having received the unanimous recommendation of the Special Committee, determined that the proposed transaction is in the best interests of the Company and its stockholders. The Board recommends that Priority stockholders vote in favor of the proposed transaction at a special meeting of shareholders that will be held to vote on the transaction.

Transaction Details and Approvals

Subject to the satisfaction of the conditions set forth in the Agreement, holders of the Company's common stock (other than shares held by the Investor Group) will receive $8.05 per share in cash at the closing of the transaction.

The transaction is being financed, in part, by equity commitments from funds advised by Searchlight Capital Partners, L.P. ("Searchlight"), and is not subject to any financing conditions.

The transaction is subject to customary closing conditions, including regulatory approvals and approval by the holders of a majority of Priority's common stock that are not affiliated with the Investor Group.

The transaction is expected to close in the first half of 2027. Upon completion of the transaction, the Company will be a privately held company, and its common stock will no longer be listed on the Nasdaq Global Select Market.

Additional information regarding the transaction will be filed by Priority with the U.S. Securities and Exchange Commission ("SEC") in a Current Report on Form 8-K. The Company also plans to file a proxy statement and a Rule 13e-3 transaction statement with the SEC in connection with the solicitation of proxies from stockholders to vote in favor of the adoption of the Agreement.

Advisors

Barclays is serving as exclusive financial advisor to the Special Committee. Paul, Weiss, Rifkind, Wharton & Garrison LLP is serving as legal counsel to the Special Committee.

TD Securities is serving as exclusive placement agent to the Investor Group. McDermott Will & Schulte LLP is serving as legal counsel to the Investor Group.

Nixon Peabody LLP is serving as legal counsel to the Company. Latham & Watkins LLP is serving as legal counsel to Searchlight.

About Priority

Priority Commerce delivers payments and banking solutions that power connected commerce. Through a unified platform of payables, merchant services, and banking and treasury, we help businesses manage money more effectively and unlock growth. The Priority Commerce Engine accelerates cash flow, improves working capital, reduces costs, and creates new revenue opportunities. Learn more about Priority Commerce (NASDAQ: PRTH) at prioritycommerce.com.

About Searchlight

Searchlight is a global private investment firm with $17 billion in assets under management and offices in London, New York, Miami and Toronto. Founded on the principle that creative, engaged ownership creates superior outcomes, Searchlight partners with management teams to build market-leading businesses across its core sectors of telecommunications, media, business, industrial and financial services. Searchlight seeks to invest in businesses where its flexible approach and strategic support accelerate value creation for all stakeholders, leveraging deep sector expertise and a global network to help portfolio companies realize their full potential. For more information, please visit www.searchlightcap.com.

Forward Looking Statements

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “anticipate,” “believe,” “expect,” “intend,” “plan” and “will” or, in each case, their negative, or other variations or comparable terminology. These forward-looking statements involve risks, uncertainties, assumptions and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed or implied by such statements. Factors that may cause actual results to differ materially from those contemplated by such forward-looking statements include, but are not limited to: (i) the risk that the merger may not be completed in a timely manner or at all, including the risk that the merger may not be completed by the outside date; (ii) the failure to obtain the required approval of Priority’s stockholders; (iii) the failure to satisfy the other closing conditions to the merger, including the receipt of required regulatory approvals related to state money transmitter licenses or the implementation of alternative compliance arrangements; (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (v) potential litigation relating to the merger, including the effects of any outcomes related thereto; (vi) the effect of the announcement or pendency of the merger on Priority’s business relationships, results of operations and business generally, including the ability to retain key employees; (vii) risks that the proposed merger may disrupt current plans and operations; (viii) the amount of the costs, fees, expenses and charges related to the merger; (ix) the risk that the price of Priority’s common stock may decline significantly if the merger is not completed; and (x) the risks and uncertainties described in Priority’s filings with the SEC, including Priority’s most recent Annual Report on Form 10-K.

We caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are expressly qualified in their entirety by these cautionary statements. You should evaluate all forward-looking statements made in this press release in the context of the risks and uncertainties disclosed in our SEC filings, including our most recent Annual Report on Form 10-K filed with the SEC on March 10, 2026. These filings are available online at www.sec.gov or www.prioritycommerce.com.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company undertakes no obligation to update any forward-looking statements, except as required by applicable law. We qualify all of our forward-looking statements by these cautionary statements.

Important Additional Information and Where to Find It

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Participants in the Solicitation

The Company and certain of its directors, executive officers and other employees may be deemed to be participants in the solicitation of proxies from stockholders of the Company in connection with the merger. Additional information regarding the identity of any such participants, and their respective direct and indirect interests in the Agreement, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC in connection with the Agreement. You may obtain free copies of these documents using the sources indicated above.

Contacts:

Investors

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For the Special Committee

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(212) 433-4600
PRTH-Special-Cmte@reevemark.com

Employee Note

From: The Desk of Tom Priore
To: All Employees
Subject: Important News

Team,

This morning, we announced that Priority Commerce has entered into a definitive agreement for an investor group led by me to acquire all outstanding shares of the company's common stock that the group does not already own. Priority's common stockholders who are not affiliated with the Investor Group will receive $8.05 per share in cash at the close of the transaction.

I recognize that a change of this significance naturally brings questions, but I am confident this best positions Priority Commerce to achieve our vision for connected commerce. This announcement does not change our day-to-day operations, and there are no changes to roles, compensation, benefits, or the way we work.

We expect the transaction to close in the first half of 2027. Until then, Priority remains a publicly traded company and will continue to operate as such.

We will hold an All-Hands Town Hall on **Thursday, October 1, at 9:30 a.m. ET** to discuss our key objectives for the remainder of the year as well as provide more context on this transaction. Please look for a calendar invitation with joining details later this week.

In the interim, we encourage you to review the FAQ that we posted on our Investor Relations page. If you have questions not covered by the FAQ, please reach out to your manager. If one of your business partners or customers has a question that is not covered by the FAQ, please let your team leader know and we will do our best to get an answer.

As always, if you receive any inquiries from the media about this news, please do not comment – you can refer the questions to media@prioritycommerce.com.

Thank you for your continued focus on our customers and one another. We are excited about this next chapter for Priority Commerce and look forward to speaking with you all soon.

Best regards,
Tom

Forward Looking Statements

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We caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are expressly qualified in their entirety by these cautionary statements. You should evaluate all forward-looking statements made in this press release in the context of the risks and uncertainties disclosed in our SEC filings, including our most recent Annual Report on Form 10-K filed with the SEC on March 10, 2026. These filings are available online at www.sec.gov or www.prioritycommerce.com.

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Participants in the Solicitation

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Exhibit 99.3

Transaction FAQ

1. **What was announced?**

- We announced that Priority Technology Holdings has entered into a definitive agreement with an Investor Group led by Priority Chairman and CEO Thomas Priore to take the company private.
- The Investor Group will acquire all outstanding shares of Priority's common stock that it does not already own for $8.05 in cash.
- The transaction was unanimously recommended by a special committee of independent and disinterested directors of Priority (the "Special Committee").
- The Board of Directors approved the transaction upon the unanimous recommendation of the Special Committee.

2. **What are the terms of the transaction?**

- The Investor Group will acquire all outstanding shares of Priority's common stock that it does not already own for $8.05 per share in cash.
- The transaction represents a:
  - 65% premium to the PRTH closing stock price on November 7, 2025, the last trading day prior to official receipt and confirmation of the take-private proposal,
  - 38% premium to the Company's share price on September 18, 2026, the last trading day prior to the announcement of the definitive agreement, and
  - 2% premium to the Company's 52-week high share price of $7.91 on October 9, 2025.
- The transaction is being financed, in part, by equity commitments from funds advised by Searchlight Capital Partners, L.P., and is not subject to any financing conditions.
- More details about the agreement will be available in Priority's filings with the U.S. Securities and Exchange Commission ("SEC") in connection with the transaction.

3. **What are the benefits of this transaction?**

- We believe the transaction provides compelling and certain value to Priority's unaffiliated stockholders, and that this is the best path for the unaffiliated stockholders to realize significant value from their investment in the Company.

4. **Did the Board run a thorough process? What drove the timing?**

- The Special Committee was established by the Company's Board of Directors to evaluate the Investor Group's Initial Proposal.
- Following a rigorous valuation analysis and comprehensive review of the Initial Proposal, the Special Committee engaged in extensive negotiations with the Investor Group, including with Mr. Priore, who had informed the Special Committee that he does not intend to sell his stake in the Company to any third party, as disclosed in the Schedule 13D filed in December 2025.
- The negotiations resulted in improved transaction terms, including a more than 30% improvement in price, for the benefit of Priority's unaffiliated stockholders.

5. What happens next?

- The transaction is subject to customary closing conditions and approval at a special meeting of the Company's stockholders by the holders of a majority of Priority's common stock that are not affiliated with the Investor Group.

- Priority plans to file additional materials with the SEC in connection with the solicitation of proxies from stockholders to vote in favor of the adoption of the Agreement.

- Upon completion of the transaction, the Company's common stock will no longer be listed on the Nasdaq Global Select Market. Until all closing conditions of the transaction are satisfied, including approval by our unaffiliated shareholders, Priority remains a publicly traded company and will continue to operate as such.

6. What will the organizational structure of the company look like as a private company?

- Priority's current management team, including Thomas Priore, intend to continue to lead Priority.

7. What does this transaction mean for Priority customers?

- It is business as usual at Priority, and there are no changes to Priority's relationships or how it supports its customers.

- The Priority team remains focused on delivering the same high quality of service and partnership to its customers.

8. What does this transaction mean for Priority's business partners?

- This announcement does not change Priority's existing partnerships, contracts or day-to-day points of contact.

- We remain committed to working closely with our reseller, distribution, software, financial institution and other business partners to continue supporting and delivering innovative payments and embedded finance solutions to our customers.

9. What does this mean for employees?

- It remains business as usual. There are no changes to our day-to-day operations.

- We will remain focused on achieving our vision for Connected Commerce.

10. Will any titles, compensation, benefits, job responsibilities or reporting structures change?

- No. There are no changes to roles, compensation, benefits, or the way we work.

11. How will equity, including employee RSUs and PSUs, be treated upon closing?

- Upon closing, each share of common stock will be converted to $8.05 in cash.

- Granted but unvested RSUs and PSUs will fully vest at closing with PSUs vesting at their target level performance thresholds.

- Vested stock options with an exercise price lower than $8.05 will be paid out in cash for the difference between the two amounts, subject to applicable withholding taxes.

12. Will employees who own Priority stock be able to vote on the transaction?

- Yes. Employees who own Priority common stock will have the same voting rights as all other Priority stockholders.

- Priority plans to file materials with the SEC that will include important information, including instructions for voting.

13. When will the transaction be complete?

- We expect the transaction will be completed in the first half of 2027, subject to customary closing conditions, including approval by the holders of a majority of Priority's common stock that are not affiliated with the Investor Group.

14. What does it mean to be a private company?

- Upon completion of the transaction, the Company's common stock will no longer be listed or traded on the Nasdaq Global Select Market, and we will cease to be an SEC reporting company.

- The change in ownership will not change our fundamental business or our day-to-day operations.

- We will remain focused on achieving our vision for Connected Commerce.

15. Where can I find out more information?

- More information about the transaction can be found in Priority's press release issued September 21, 2026, and in the Company's SEC filings.

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Exhibit 99.4

LinkedIn Post

Caption:

Today, we are excited to announce that Priority Technology Holdings has entered into a definitive agreement with an Investor Group led by Priority Chairman and CEO Thomas Priore to take the company private. Through the transaction, Priority stockholders will receive $8.05/share in cash, a 65% premium to the unaffected $PRTH share price. We believe this transaction positions Priority to achieve our vision for Connected Commerce and provides compelling and certain value to Priority's unaffiliated stockholders.

Graphic:

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