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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): June 2, 2025

ATAI LIFE SCIENCES N.V.

(Exact name of registrant as specified in its charter)

The Netherlands	**001-40493**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

Wallstraße 16
10179 Berlin, Germany
(Address of principal executive offices) (Zip Code)

+49 89 2153 9035
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common shares, €0.10 par value per share	**ATAI**	**The Nasdaq Stock Market LLC (Nasdaq Global Market)**

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

On June 2, 2025, atai Life Sciences N.V. ("atai" or the "Company") announced it had entered into a share purchase agreement, dated as of June 2, 2025, by and among the Company, Beckley Psytech Limited ("Beckley Psytech") and certain other parties thereto (the "SPA"), pursuant to which the Company agreed to acquire from the shareholders of Beckley Psytech (the "Sellers") the entire issued share capital of Beckley Psytech not already owned by the Company (the "Acquisition") by issuing to the Sellers 105,044,902 ordinary shares in the capital of the Company with a nominal value of €0.10 per share ("Common Shares"). Concurrently with the execution of the SPA, the Company also entered into subscription agreements, dated as of June 2, 2025 ("Subscription Agreements"), relating to the purchase (the "PIPE Financing") by the investors party thereto (the "PIPE Investors") of 9,993,341 Common Shares for a purchase price of $1.84 per share and a pre-funded warrant to purchase 6,311,006 Common Shares with an exercise price of $0.01 (the "Pre-Funded Warrant"), for a purchase price of $1.84 per Common Share underlying the Pre-Funded Warrant less the exercise price for the Pre-Funded Warrant of $0.01 per share, resulting in aggregate gross proceeds to the Company from the PIPE Financing of approximately $30 million. The PIPE Financing is expected to close on or about June 3, 2025, subject to customary closing conditions. The proceeds from the PIPE Financing are expected to be used by the Company for general corporate purposes and will not be used to finance the Acquisition. The closing of the PIPE Financing is not conditioned on the closing of the Acquisition.

Beckley Psytech is a private clinical-stage biopharmaceutical company developing psychedelic product candidates designed to be rapid-acting and short-duration. Beckley Psytech's two investigational compounds are BPL-003, 5 Methoxy N,N-dimethyltryptamine benzoate, for TRD and alcohol use disorder, and ELE-101, psilocin, for the treatment of major depressive disorder. As previously announced, in January 2024, the Company made a strategic investment in Beckley Psytech, resulting in an approximate one third ownership stake of Beckley Psytech.

Share Purchase Agreement

On June 1, 2025, the Supervisory Board and the Management Board of the Company unanimously approved the SPA and the Acquisition. On June 2, 2025, the Company entered into the SPA. The SPA contains drag provisions such that any shareholders of Beckley Psytech that did not enter into the SPA on the date of the SPA will enter into the SPA by way of a deed of adherence prior to the closing date of the Acquisition ("Closing"), with such dragged shareholders becoming "Sellers" pursuant to the terms of the SPA.

At Closing, the entire issued share capital of Beckley Psytech, other than the shares already held by the Company, will be exchanged for 105,044,902 newly issued Common Shares (the "Consideration Shares"), subject to certain adjustments.

The Closing of the Acquisition is subject to the satisfaction of closing conditions, including (i) the approval by Company shareholders of resolutions of the Company's general meeting by the date falling six months following the date of the SPA, subject to one automatic extension of 90 days in certain circumstances as described in the SPA (as so extended, the "Longstop Date") to (x) approve the Acquisition (including the issuance of the Consideration Shares to the Sellers), (y) appoint certain director nominees to the Supervisory Board of the Company and (z) change the Company's name to "Atai Beckley N.V." (the "Shareholder Approval"), and (ii) the Warrantors (as defined below) bringing down certain representations and warranties in the SPA at Closing of the Acquisition, subject to a carve-out for any inaccuracies that would not have a material adverse effect on Beckley Psytech and its subsidiaries (the "Beckley Group" and the "Warranty Condition").

The SPA contains provisions relating to the treatment of holders of options over ordinary shares in Beckley Psytech (the "Options" and the "Optionholders"). All Options shall be cancelled at Closing and any Optionholders that are fully vested and deemed to be "in the money" at Closing shall, at the Company's sole discretion, either be given (i) replacement awards in the Company (which shall be fully vested and immediately exercisable, subject to the below lock-up provisions) or (ii) Consideration Shares (with such number of Consideration Shares issued being adjusted to reflect the payment by the Company of certain employment taxes arising on the cancellation of Options in exchange for Consideration Shares). Any issue of (i) Consideration Shares (or adjustment as mentioned herein) or (ii) granting of replacement awards shall reduce the aggregate number Consideration Shares issued to the Sellers. Any Options that are unvested and/or are not deemed to be "in the money" at Closing shall be replaced with an award of equivalent value of the Company's stock pursuant to the Company's incentive plan which shall not reduce or otherwise change the aggregate number Consideration Shares issued to the Sellers.

Consideration Shares and any replacement awards will be subject to a lock-up whereby 1/12th of the Consideration Shares held by the Sellers following Closing shall be released from the lock-up each calendar month, resulting in all of the Consideration Shares then held by the Sellers being freely transferable on the 13th month following closing of the Acquisition.

Prior to Closing, Eleusis Holdings Limited, Beckley Psytech's wholly-owned subsidiary, will be carved out from the Beckley Group (the "Carve-Out") in accordance with a steps plan agreed between the Company and the Sellers (the "Carve-Out Steps Plan") and will not be acquired in the Acquisition as a result. The closing of the Acquisition is not conditioned on the closing of the Carve-Out.

Cosmo Feilding-Mellen and Michael Norris (the "Warrantors"), the Sellers and the Company have each given customary representations and warranties in the SPA. The SPA also contains customary covenants and agreements relating to the conduct of Beckley Psytech's business between the date of signing of the SPA and Closing. Additionally, the SPA contains covenants relating to the completion of the Carve-Out in accordance with the Carve-Out Steps Plan.

The SPA contains certain termination rights in favor of the Company in circumstances where (a) certain milestones are not met relating to Beckley Psytech's Phase 2b clinical trial in respect of BPL-003 and the Management Board and the Supervisory Board of the Company change their respective recommendations to seek the Shareholder Approval, in which case, the Company can terminate the SPA and shall pay a break fee of $4,000,000 to Beckley Psytech either in cash or through the issuance of shares in the Company to Beckley Psytech, (b) the Shareholder Approval is not obtained, in which case the Company shall pay a break fee equal to $10,000,000 to Beckley Psyech to be settled either in cash or through the issue of shares in the Company (or a combination of both) to Beckley Psytech or (c) the Warranty Condition is not satisfied. Any party to the SPA may terminate the SPA if the Shareholder Approval is not received by the Longstop Date.

The foregoing description of the SPA does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the SPA, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Voting Agreements

Concurrently with the execution of the SPA, the Company, its directors and the members of the executive team of the Company, Beckley Psytech and Apeiron Investment Group Ltd. ("Apeiron"), the family office of the Company's founder which owns approximately 21.1% of the outstanding Common Shares in the Company prior to giving effect to the PIPE Financing, entered into certain voting agreements (the "Voting Agreements"), pursuant to which the parties to the Voting Agreements have agreed to vote (or cause to be voted) all of the Common Shares held by them in favor of certain matters set forth in the Voting Agreement, including to support (i) without limitation, shareholder approvals to approve the transactions contemplated by the SPA and, (ii) in the case of Apeiron and subject to certain conditions, any potential transaction that may be pursued by the Company to move the legal and tax domicile of the Company from the Netherlands (in respect of its corporate seat) and Germany (in respect of its tax domicile) to Delaware.

The foregoing description of the Voting Agreements does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the form of Voting Agreement and the Voting Agreement, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

Shareholders Rights Agreement and Lock-Up Agreement

Substantially concurrently with the entry into the SPA, Apeiron entered into a shareholders rights agreement with the Company (the "Rights Agreement"). Under the Rights Agreement, Apeiron will have the right, subject to certain requirements, to select a number of director designees equal to (i) two, for so long as Apeiron and its affiliates beneficially own no less than 12.5% of the equity securities of the Company (inclusive of Common Shares issued or issuable in connection with the exercise of options, warrants, rights, units or other securities) and (ii) one, for so long as Apeiron and its affiliates collectively beneficially own at least 7.5% but less than 12.5% of such Company equity securities.

Apeiron has also agreed to enter a Lock-Up Agreement containing customary lock-up terms, pursuant to which Apeiron will, subject to certain exceptions, not transfer any equity securities of the Company for a certain specified period. At the expiration of such period, the lock-up restrictions will fall away in part on a monthly basis until the date that is twelve months following the expiration of such period.

The foregoing description of the Rights Agreement and the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Rights Agreement and the Lock-Up Agreement, which are attached hereto as Exhibits 10.3 and 10.4, respectively, and are incorporated herein by reference.

Subscription Agreements

On June 2, 2025, in connection with the PIPE Financing, the Company entered into the Subscription Agreements with the PIPE Investors, pursuant to which, among other things, the PIPE Investors have agreed to purchase an aggregate of approximately 9,993,341 Common Shares and the Pre-Funded Warrant to purchase 6,311,006 Common Shares with an exercise price of $0.01, for an aggregate purchase price of approximately $30 million, on the terms and subject to the conditions set forth therein. The closing of the PIPE Financing is subject to the satisfaction of the customary closing conditions contained in the Subscription Agreements and is expected to occur on or about June 3, 2025.

The Subscription Agreements contain customary representations, warranties and agreements by the Company, customary conditions to closing and termination provisions.

The securities being issued and sold in the private placement have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state's securities laws, and were issued and sold in a private placement in reliance on Section 4(a)(2) of the Securities Act. The securities may not be offered or sold in the United States, except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act.

This Current Report on Form 8-K does not constitute an offer to sell or a solicitation of an offer to buy any securities described herein, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or other jurisdiction.

The foregoing description of the Subscription Agreements do not purport to be complete and are subject to and qualified in its entirety by reference to the full text of the Subscription Agreements, copies of which are filed as Exhibits 10.5 and 10.6 to this Current Report on Form 8-K and are incorporated herein by reference.

Pre-Funded Warrant

The Pre-Funded Warrant is expected to be issued on or about June 3, 2025, in connection with the closing of the PIPE Financing. The Pre-Funded Warrant provides the holder thereof with the right to purchase 6,311,006 Common Shares with an exercise price of $0.01 and will be immediately exercisable on the date of the issuance of the Pre-Funded Warrant. The Pre-Funded Warrant does not expire until the date the Common Shares underlying the Pre-Funded Warrants have been exercised in full. Under the terms of the Pre-Funded Warrant, the Company may not effect the exercise of any Pre-Funded Warrant, and the holder will not be entitled to exercise any portion of any Pre-Funded Warrant that, upon giving effect to such exercise, would cause an aggregate number of Common Shares beneficially owned by such holder (together with its affiliates) to exceed 4.99% of the total number of Common Shares of the Company outstanding immediately after giving effect to the exercise. The Pre-Funded Warrant may be exercised by a holder by paying the exercise price in cash or on a cashless basis. No fractional shares will be issued upon any exercise of the Pre-Funded Warrant. If, upon exercise of the Pre-Funded Warrant, a holder would be entitled to receive a fractional interest in a share, the Company may at its option, upon exercise, pay cash in lieu of any such factional share or round up to the nearest whole share. The exercise price and number of Common Shares underlying the Pre-Funded Warrant are subject to adjustment from time to time in accordance with the provisions thereof. Subject to compliance with applicable federal and state securities laws, the Pre-Funded Warrant and all rights thereunder are transferable subject to the terms of the Pre-Funded Warrant. The Common Shares issuable upon exercise of the Pre-Funded Warrant are expected to be registered for resale pursuant to the terms of the Registration Rights Agreement described below.

The foregoing description of the Pre-Funded Warrant does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Pre-Funded Warrant, a copy of which is filed as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated herein by reference.

Registration Rights Agreement

On June 2, 2025, the Company entered into a registration rights agreement with Apeiron and the PIPE Investors (the "Registration Rights Agreement") providing for certain registration rights with respect to Common Shares held by such holders from time to time. It is expected that Beckley Psytech shareholders that receive Common Shares in the Acquisition will enter into joinders to become parties to the Registration Rights Agreement at the closing of the Acquisition.

The Registration Rights Agreement requires the Company to file a registration statement under the Securities Act providing for the resale of all or part of the registrable securities held by the parties thereto as promptly as practicable, and in any event within 30 calendar days following the earlier of (i) the closing of the transactions contemplated by the SPA and (ii) the termination of the SPA, and use reasonable best efforts to cause such registration statement to be declared effective within the timelines specified therein, and thereafter to keep such registration statement effective for the periods specified therein.

Apeiron will have customary demand rights that will require the Company to file registration statements registering its registrable securities. The Company has agreed to reasonably assist and cooperate, including by making management available for an electronic "road show" or other marketing efforts, in block trades and marketed or non-marketed underwritten shelf takedown offerings for sales by Apeiron with an offering price, in the aggregate, of at least $25 million. The Registration Rights Agreement also includes customary piggyback rights for Apeiron, subject to certain priority provisions. The Company has agreed to bear all registration expenses, including reasonable and documented fees of one counsel for all the selling shareholders, other than customary underwriting commissions or fees, regardless of whether a registration statement is filed or becomes effective. The Registration Rights Agreement also contains customary indemnity, exculpation and contribution obligations by the Company and the other parties to the Registration Rights Agreement.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 10.8 to this Current Report on Form 8-K and is incorporated herein by reference.

Option Grants

On June 2, 2025, the Company granted to Mr. Angermayer in further consideration of his continued service as a consultant and other valuable consideration (i) an option to purchase 337,686 ordinary shares of the Company that will vest with respect to 131,698 shares subject to the option based on the Company's standard four year vesting schedule and with respect to 205,988 shares subject to the option based on the Company achieving asset value goals by December 31, 2026, and (ii) an option to purchase 292,500 shares that will vest based on the Company's standard four year vesting schedule. In addition, the options are subject to Mr. Angermayer entering into an amended consultancy agreement that provides for compliance with the Company's code of conduct, compliance program and the voting agreement entered by Apeiron.

Item 3.02 Unregistered Sales of Equity Securities

On June 2, 2025, the Company entered into (i) the SPA and (ii) the Subscription Agreements, in each case, in a private placement in reliance on the exemption from the registration requirements of the Securities Act. The Common Shares and the Pre-Funded Warrant issued in the PIPE Financing, and any Common Shares issued pursuant to the SPA, will be offered and sold in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act or in transactions not subject to registration pursuant to Regulation S under the Securities Act. The offer and sale of the Common Shares underlying the Pre-Funded Warrant have not been registered under the Securities Act. To the extent required, the information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On June 2, 2025, the Company issued a press release regarding the Acquisition and the PIPE Financing described in 1.01 above. A copy of the press release is furnished as Exhibit 99.1 herewith.

The information contained under Item 7.01 of this Form 8-K (including Exhibit 99.1), shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Cautionary Note Regarding 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, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act, and Section 21E of the Exchange Act. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "anticipate," "initiate," "could," "would," "project," "plan," "potentially," "preliminary," "likely," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these words. Forward-looking statements include express or implied statements relating to, among other things: expectations regarding the closing of the transaction, including timing and approvals; expectations regarding operations of the combined company, including strategic value of the clinical development programs for patients and shareholders as well as expectations regarding financial synergies; timing and results of Beckley's BPL-003 Phase 2b trial and related data readouts; expectations regarding Beckley's other clinical assets, including ELE-101; expectations regarding the concurrent private placement, including related closing conditions; our business strategy and plans; statements regarding any potential redomicile transactions that may be pursued by the Company; and the potential, success, cost and timing of development of our product candidates, and the product candidates of those companies we invest in.

Forward-looking statements are neither promises nor guarantees, but involve known and unknown risks and uncertainties that could cause actual results to differ materially from those projected, including, without limitation, the important factors described in the section titled "Risk Factors" in our most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC"), as such factors may be updated from time to time in atai's other filings with the SEC. atai disclaims any obligation or undertaking to update or revise any forward-looking statements contained in this Current Report on Form 8-K, other than to the extent required by applicable law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1+§	Share Purchase Agreement, dated as of June 2, 2025, among the Company, Beckley Psytech Limited and certain other parties thereto.
10.1+	Form of Voting Agreement, dated as of June 2, 2025, entered into by each of the directors and the members of the executive team of the Company, with the Company and Beckley Psytech Limited.
10.2+§	Voting Agreement, dated as of June 2, 2025, entered into by Aperion Investment Group Ltd. with the Company and Beckley Psytech Limited.
10.3§	Shareholders Rights Agreement, dated as of June 2, 2025 between the Company and Aperion Investment Group Ltd.
10.4	Lock-Up Agreement, dated as of June 2, 2025 between the Company and Aperion Investment Group Ltd.
10.5+§	Subscription Agreement, dated as of June 2, 2025, entered into between the Company and Ferring Ventures S.A.
10.6+§	Subscription Agreement, dated as of June 2, 2025, entered into between the Company and Adage Capital Partners LP.
10.7§	Form of Pre-Funded Warrant.
10.8+	Registration Rights Agreement, dated as of June 2, 2025, among the Company, Aperion Investment Group Ltd. and certain shareholders named therein.
99.1*	Press Release, titled "atai Life Sciences and Beckley Psytech to Combine Creating a Global Leader in Psychedelic Mental Health Therapies", dated June 2, 2025
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

*Furnished herewith

+Certain of the schedules and attachments to this exhibit have been omitted pursuant to Regulation S-K, Item 601(a)(5). The registrant hereby undertakes to provide further information regarding such omitted materials to the SEC upon request.

§Certain portions of this exhibit (indicated by "[***]") have been redacted pursuant to Regulation S-K, Item 601(a)(6).

No Offer or Solicitation

This Current Report on Form 8-K is for information purposes only and is not intended to and does not constitute, or form part of, an offer, invitation or the solicitation of an offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

Additional Information and Where to Find It

This Current Report on Form 8-K is being made in respect of the proposed transaction between the Company and Beckley Psytech Limited. In connection with the proposed transaction, the Company will file with the SEC a proxy statement on Schedule 14A (the "Proxy Statement"), as well as other relevant documents regarding the proposed transaction. This Current Report on Form 8-K is not a substitute for the Proxy Statement or any other document which the Company may file with the SEC. INVESTORS ARE URGED TO READ IN THEIR ENTIRETY THE PROXY STATEMENT REGARDING THE TRANSACTION WHEN IT BECOMES AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.

A free copy of the Proxy Statement, as well as other filings containing information about the Company, when such documents become available, may be obtained at the SEC's website (http://www.sec.gov).

Participants in the Solicitation

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from its shareholders in respect of the proposed transactions contemplated by the Proxy Statement. Information regarding the persons who are, under the rules of the SEC, participants in the solicitation of the shareholders of the Company in connection with the proposed transactions, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the Proxy Statement when it is filed with the SEC. Information regarding the Company's directors and executive officers is contained in its Annual Report on Form 10-K for the year ended December 31, 2024 and its Proxy Statement on Schedule 14A, dated April 21, 2025, which are filed with the SEC.

SIGNATURES

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

ATAI LIFE SCIENCES N.V.

Date: June 2, 2025

By: /s/ Srinivas Rao
Name: Srinivas Rao
Title: Chief Executive Officer

Exhibit 2.1

EXECUTION VERSION

June 2, 2025

THE SELLERS

details of whom are set out in Schedule 1

and

THE OPTIONHOLDERS

details of whom are set out in Schedule 10

and

ATAI LIFE SCIENCES N.V.

(as Buyer)

and

BECKLEY PSYTECH LIMITED

(as the Company)

SHARE PURCHASE AGREEMENT

related to

BECKLEY PSYTECH LIMITED

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OPTIONHOLDER SCHEDULE

THIS DEED is made on 2 June 2025

BETWEEN

(1) Each person whose name and address is set out in Schedule 1 (the "**Sellers**"), which expression shall also include any other person from time to time who has executed a Deed of Adherence as a Seller;

(2) Each person whose name and address is set out in Schedule 10 (the "**Optionholders**"), which expression shall also include any other person from time to time who has executed a Deed of Adherence as an Optionholder;

(3) **ATAI LIFE SCIENCES N.V.**, a company incorporated in the Netherlands with company number 80299776, whose registered office is at Wallstraße 16, 10179 Berlin, Germany (the "**Buyer**"); and

(4) **BECKLEY PSYTECH LIMITED**, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY (the "**Company**").

WHEREAS

The Sellers wish to sell and the Buyer wishes to acquire the entire issued share capital of the Company subject to the terms of this Deed. The Optionholders wish to surrender their Share Options subject to the terms of this Deed.

IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

"**21 CFR**" means the U.S. Code of Federal Regulations Title 21;

"**Affiliate**" means:

(a) in the case of a person who is an individual, any spouse, civil partner, co-habitee, lineal descendants by blood or adoption (and including step-descendants), parents or siblings (by blood or adoption), step parents and/or step siblings or any person or persons acting in its or their capacity as trustee or trustees of a trust of which such individual is a settler, in each case from time to time;

(b) in the case of a person which is a body corporate, any subsidiary undertaking or parent undertaking of that person and any subsidiary of any such holding company;

(c) in the case of a person which is a limited partnership, the partners of the person or their nominees or a nominee or trustee for the person, or any investors in a fund which holds interests, directly or indirectly, in the limited partnership or any entity which manages and/or advises any such entity; and

(d) any Affiliate of any person in paragraphs (a) to (c) above,

and in all cases excluding each Group Company;

"**Agreed Form**" means, in relation to a document, the form of that document agreed in writing by or on behalf of the Seller Representative and the Buyer as being in agreed form;

"**Authority**" means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction and whether supranational, national, regional or local;

"**Bank Account**" means, in respect of a payment to a person, the account as such person shall notify to the relevant payer(s) at least five Business Days before the relevant due date for such payment;

"**BPL-003 Phase 2B Clinical Trial**" means the Company's Phase 2B clinical trial in relation to its BPL-003 product;

"**Break Fee Shares**" has the meaning given in Clause 20.2(e);

"**Business Day**" means any day other than a Saturday, Sunday or public holiday in the City of London, England, Berlin, Germany, Amsterdam, The Netherlands or New York, United States of America;

"**Business Warranties**" means the Warranties other than the Seller Warranties and the Tax Warranties;

"**Business Warranty Claim**" means a Claim by the Buyer in respect of a Business Warranty;

"**Buyer Board Resolutions**" means the resolutions of the Management Board and of the Supervisory Board, in writing or adopted in a meeting resolving on an approving the Transaction, and the entering into by the Buyer of this Deed and the performance of the Buyer's obligations under this Deed (including the issuance of the Consideration Shares, with the exclusion of any pre-emption rights in connection therewith);

"**Buyer Business Warranties**" means the Buyer Warranties in Clauses 14.1(h), 14.1(i), 14.1(j), 14.1(m), 14.1(n) and 14.1(o);

"**Buyer Fundamental Warranties**" means the Buyer Warranties other than the Buyer Business Warranties;

"**Buyer Business Warranty Claim**" means a Claim by the Sellers in respect of a Buyer Business Warranty;

"**Buyer Fundamental Warranty Claim**" means a Claim by the Sellers in respect of a Buyer Fundamental Warranty;

"**Buyer Group**" means the Buyer and any subsidiary of the Buyer, in each case from time to time including, for the avoidance of doubt, the Group Companies from Completion;

"**Buyer Share Price**" means the higher of:

(a) the VWAP for the period commencing 1 January 2025 to the Reference Date; or

(b) the VWAP for the 30 period prior to the Reference Date;

"**Buyer Shares**" means ordinary shares in the share capital of the Buyer, with a nominal value of EUR 0.10 each;

"**Buyer Warranties**" means the warranties in Clause 14.1;

"**Buyer Warranty Claim**" means a Claim by the Sellers in respect of a Buyer Warranty;

"Called Shareholders" means the Sellers who have not executed this Deed as at the date of this Deed;

"**Cancelled In the Money Options**" has the meaning given in Clause 2.6;

"**Cancelled In the Money Option Value**" means the less the applicable Option Exercise Price;

"**Cancelled Underwater Options**" has the meaning given in Clause 2.7;

"**Carve-out**" means the pre-Completion reorganisation relating to the Company, as described in the Carve-out Steps Plan;

"**Carve-out Costs**" means the amount of any professional or other fees, costs and expenses (for the avoidance of doubt, including disbursements) paid or agreed to be paid or incurred or owing at any time by a Group Company in connection with implementation of the Carve-out pursuant to Clauses 8.1 and 8.2 (including any working capital requirements for the newly established legal entity pursuant to the Carve-out Steps Plan) including any Taxes in respect thereof or arising thereon;

"**Carve-out Steps Plan**" means the steps plan for the Carve-out in Agreed Form or such amended version as may be agreed by the Seller Representative and the Buyer from time to time;

"**Changed Board Recommendation**" has the meaning given in Clause 20.1(c);

"**Claim**" means any claim by the Buyer against any Seller in respect of any of the Warranties;

"**Clinical Validity Matters**" means a clinical hold or other suspension, delay or termination of the BPL-003 Phase 2B Clinical Trial or the validity, accuracy or integrity of any data relating thereto, other than where such matter was undertaken with the express prior written consent of the Buyer;

"**Company**" means Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY;

"**Company Articles**" has the meaning given in Clause 16.1(a);

"**Completion**" means completion of the sale and purchase of the Shares in accordance with Clause 10.1;

"**Completion Date**" means the date on which Completion takes place;

"**Completion Disclosure Letter**" means the disclosure letter dated the date on or about the Completion Date, written and delivered by or on behalf of each Warrantor to the Buyer immediately before Completion and which is in substantially the same form as the Disclosure Letter (other than in respect of any of the specific disclosures);

"**Conditions**" has the meaning given in Clause 7.1;

"**Confidential Information**" has the meaning given in Clause 19.1;

"**Connected Persons**" means, in respect of a person, its directors, officers and employees;

"**Consideration**" has the meaning given in Clause 4.1;

"**Consideration Shares**" means 105,044,902 newly issued, unregistered Buyer Shares the value of which being based on the Buyer Share Price, as adjusted in accordance with Clause 4.2;

"**Data Room**" means the electronic data room hosted by Ideals Virtual Data Room with the name "Beckley Psytech VDR" at 5pm (London time) on 27 May 2025, an index of which is specified in the Disclosure Letter;

"**Data Room USB Stick**" means the USB memory stick containing the contents of the Data Room in Agreed Form;

"**Deed of Adherence**" means a deed of adherence to this Deed, in the form set out in Schedule 8;

"**Director Nominees**" has the meaning given in Clause 11.7;

"**Disclosure Letter**" means the disclosure letter dated the date hereof, written and delivered by or on behalf of each Warrantor to the Buyer immediately before the signing of this Deed;

"**Disclosed**" means fairly disclosed (with sufficient detail to enable the Buyer to identify the nature and scope of the matter disclosed and to form a reasonably informed view whether to exercise any rights in respect of such matter);

"**Drag-Along**" means the drag-along option contained article 22 of the Company Articles;

"**Drag-Along Notice**" means the drag-along notice from the Selling Shareholders to the Company, copying the Called Shareholders, in Agreed Form, and pursuant to which the Drag-Along is exercised;

"**Drag Documents**" has the meaning given in Clause 2.4;

"**Eleusis Group**" means Eleusis Holdings Limited together with its subsidiary undertakings;

"**Employer's NICs**" means secondary Class 1 national insurance contributions liable in the United Kingdom (or equivalent in any jurisdiction);

"**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by Law), title retention, voting agreement or any other security agreement or arrangement;

"Estimated Option Tax Liability" means the amount of income tax and employee primary class 1 National Insurance contributions (or equivalent in any jurisdiction, in each case if any) due and payable by an Optionholder on the cancellation of their Vested and In the Money Options or the issue of Consideration Shares to such Optionholder;

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time;

"**Executive Nominees**" has the meaning given in Clause 11.7(a);

"**Forfeited Shares**" means the 63,131 B Ordinary Shares and 18,939 B Ordinary Shares held by the Company, such shares having been forfeited pursuant to the Company's articles of association by Geoffrey Benic and Tiffany Florindo respectively on 20 December 2023;

"**Founders**" means Cosmo Feilding-Mellen and Michael Norris;

"**Fundamental Warranties**" means the Warranties in paragraphs 3.1 to 3.10 of Schedule 5;

"**Fundamental Warranty Claim**" means a claim by the Buyer in respect of any of the Fundamental Warranties;

"**GAAP Financials**" means a consolidated balance sheet and income statement of the Company in USD under GAAP accounting, with such balance sheet to include any other information reasonably required by the Buyer to allow it to account for its investment in the Company on a quarterly basis;

"**Group**" means the Company and each of the Subsidiaries (excluding the Eleusis Group);

"**Group Company**" means any member of the Group (excluding the Eleusis Group);

"**Initial Term**" in respect of each Director Nominee, the initial term of appointment of such Director Nominee as member of the Supervisory Board for a period ending at the end of the Buyer's annual general meeting to be held in the year 2028 or such Director Nominee's earlier death, resignation or removal;

"**Irrecoverable VAT**" means any amount in respect of VAT which a person has incurred which neither that person nor (where applicable) any other member of the same VAT group as such person is able to recover, using reasonable endeavours (by way of credit, repayment, refund or otherwise) from any relevant Tax Authority pursuant to and determined in accordance with any relevant law;

"**Issue**" has the meaning given in paragraph 1.2 of Schedule 9;

"**Laws**" means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time;

"**Leakage**" has the meaning given in Clause 6.2(a);

"**Leakage Tax Saving**" means (without double counting):

(a) the amount by which a cash Tax liability for which a Group Company would otherwise have been accountable or liable to be assessed (in respect of the accounting period in which the relevant Leakage occurs or the next subsequent accounting period) is or will be reduced (or extinguished) as a result of the utilisation of any Relief arising in respect of any matter giving rise to the relevant Leakage; and

(b) the amount of any cash refund in respect of Tax received or which will be received by a Group Company from a Tax Authority in respect of the accounting period in which the relevant Leakage occurs or the subsequent accounting period as a result of any matter giving rise to the relevant Leakage,

in each case, determining whether a cash Tax liability would have arisen or as the case may be a cash refund of Tax would have been received after taking into account all other Reliefs available to the Group (or which would have been available, or could have been made available, but for the relevant Leakage or relevant Relief);

"**Lock-Up Participant**" has the meaning given in paragraph 1.2 of Schedule 9;

"**Lock-Up Period**" has the meaning given in paragraph 1.2 of Schedule 9;

"**Lock-Up Restrictions**" has the meaning given in paragraph 1.2 of Schedule 9;

"**Lock-Up Run-Off Period**" has the meaning given in paragraph 1.4 of Schedule 9;

"**Lock-Up Securities**" has the meaning given in paragraph 1.2 of Schedule 9;

"**Longstop Date**" means 5.30 p.m. (British Summer Time) on the date falling six months from the date of this Deed or such later time and date as may be agreed in writing between the Seller Representative and the Buyer, provided, that if the Condition to Completion in Clause 7.1(a) has not been satisfied as of the Longstop Date, but all other Conditions set forth in Clause 7.1 have been satisfied or waived (exception for those conditions that by their nature are to be satisfied at the Completion), then the Longstop Date shall be automatically extended by 90 days on one occasion;

"**Losses**" means all charges, costs, losses, liabilities, damages, claims, Taxes, demands, proceedings, expenses, penalties and legal and other professional fees;

"**Management Board**" means the management board of the Buyer;

"**Milestone Condition**" means the achievement of statistical significance on the primary endpoint (MADRS) change at week four of the Phase 2B Clinical Trial in respect of BPL-003 with a $p<0.05$, with (i) fewer than or equal to 3 individual cases of drug-related serious adverse events observed in the 8 mg arm, and (ii) less than a total of 6% drug-related serious adverse events observed in the 12mg arm respectively during the Phase 2B Clinical Trial. "Serious adverse events" shall have the same meaning as given in the Phase 2B Clinical Trial protocol and the drug relatedness assessment shall be determined by the primary investigator of the Phase 2B Clinical Trial in their sole discretion;

"**Option Deduction Amount**" means, in respect of a Vested and In the Money Optionholder, an amount equal to the aggregate of the Option Exercise Price and the Estimated Option Tax Liability in respect of that Optionholder;

"**Option Exercise Price**" means, for an Optionholder, an amount equal to the total price payable by the Optionholder to the Company to exercise their Vested and In the Money Options (which, for the avoidance of doubt, excludes the Estimated Option Tax Liability);

"**Optionholders**" means holders of Share Options immediately prior to Completion, being, as at the date of this Deed, the individuals listed at Schedule 10 of this Deed;

"**Ordinary Shares**" means ordinary shares of £0.0001 each in the capital of the Company;

"**Per Share Consideration**" means (i) the value of the aggregate Consideration Shares (prior to adjustment in accordance with Clause 4.2) (the value of which being based on the Buyer Share Price) divided by (ii) the aggregate number of (x) Shares plus (y) Ordinary Shares subject to Vested and In the Money Options as at the Reference Date;

"**Permitted Costs**" means any Transaction Costs or Carve-Out Costs (in aggregate) in excess of $2,000,000 or as otherwise expressly approved in prior writing by the Buyer;

"**Permitted Rights**" means, in respect of each Seller, an Affiliate of such Seller or a Connected Person of any of the foregoing:

(a) all claims, proceedings, suits or actions that exist or may exist at Completion in connection with the ordinary and usual course of such person's employment or engagement by any Group Company (including in respect of any unpaid remuneration, benefits or expenses in connection with such employment or engagement); and

(b) any other amounts expressly due to be paid to such person under any of the Transaction Documents;

"**Phase 2B Clinical Trial**" means a clinical trial of a compound or product, in the United States of America or the United Kingdom or any member state of the European Union, that generally meets the requirements of 21 CFR section 312.21(b), as amended (or its successor regulation); conducted in a sufficient number of patients to generate sufficient data, if successful, to show achievement of a clinical efficacy endpoint with statistical significance and which the parties, at the initiation of such trial, reasonably believe will lead to a Phase 3 Clinical Trial;

"**Pre-Phase 2B Read Out Date**" means 1 June 2025 or such later date as may be agreed in writing between the Seller Representative and the Buyer;

"**Properties**" means the land and premises particulars of which are set out in Schedule 7;

"**RC Employment Contract**" means the employment contract to be entered into (subject to paragraph 2.1 of Schedule 3), between the Buyer and Robert Conley at Completion, pursuant to which, *inter alia* Robert Conley will be employed as chief research and development officer of the Buyer from Completion, with the terms of such agreement:

(a) being substantially aligned with the employment agreements of the Buyer's executive leadership team from time to time; and

(b) including compensation provisions (including, but not limited to, cash compensation and stock) as determined by AON Radford, the Buyer's compensation consultants;

"**Reference Date**" means the date falling ten Business Days prior to the date of the Buyer's general meeting where the Shareholder Approval is adopted;

"**Registration Rights Agreement**" means the registration rights agreement in the Agreed Form to be entered into between the Buyer and the Sellers at Completion;

"**Relevant Proportion**" means, in respect of each Seller and Vested and In the Money Optionholder, its respective proportion of the Consideration (expressed as a percentage);

"**Relief**" means:

(a) any loss, relief, allowance or credit, in respect of any Tax and any deduction in computing income, profits or gains for the purposes of any Tax; or

(b) any right to a refund or repayment of Tax,

and any reference to the use or set off of a Relief shall be construed accordingly;

"**Replacement Award**" means an award over Buyer Shares which vests and becomes eligible for exercise or settlement in Buyer Shares in accordance with the Lock-Up Restrictions over the Lock-Up Period and Lock-Up Run-Off Period;

"**Reorganisation Event**" means, in respect of the Buyer:

(a) a bonus share issue, share consolidation, share split, return of capital, capital reduction or cancellation of shares; or

(b) any other form of capital reorganisation or capital reconstruction;

"**Representatives**" means:

(a) in relation to the Buyer, any member of the Buyer Group and their respective directors, officers, employees, agents, consultants, advisers, auditors and accountants; and

(b) in relation to any other person, its Affiliates and its and their respective directors, officers, employees, agents, consultants, advisers, auditors and accountants;

"**Restricted Business**" means any business which would be in competition with any part of the business of the Group as carried on at any time during the 12 months immediately prior to the Completion Date;

"**Restricted Territories**" means the United Kingdom, the United States and any other territory in which the Group's business is carried on at the Completion Date;

"**Safety Warranties**" means the Warranties in paragraphs 22.2 to 22.7 of Schedule 5;

"**Safety Warranty Claim**" means a claim by the Buyer in respect of any of the Safety Warranties;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Securities Act**" means the U.S. Securities Act of 1933, as amended from time to time;

"**Seller Representative**" has the meaning given in Clause 15.1;

"**Seller Warranties**" means the Warranties in paragraph 2 of Schedule 5;

"**Seller Warranty Claim**" means a claim by the Buyer in respect of any of the Seller Warranties;

"**Selling Shareholders**" means the Sellers who have executed this Deed as at the date of this Deed;

"**Share Issuance**" means the issuance of the Consideration Shares (as adjusted in accordance with Clause 4.2);

"**Share Options**" means the options granted to Optionholders to subscribe for Ordinary Shares as listed in Schedule 10 of this Deed;

"**Shareholder Approval**" means resolutions of the Buyer's general meeting to:

(a) approve the Transaction pursuant to Section 2:107a of the Dutch Civil Code (and, to the extent required, the Share Issuance);

(b) appoint the Director Nominees as members of the Supervisory Board for the Initial Term with effect from Completion; and

(c) to change the Buyer's name to Atai Beckley N.V. through an amendment to the Buyer's articles of association;

"**Shareholders Meeting**" has the meaning given in Clause 10.2;

"**Shares**" means the entire issued share capital of the Company other than the shares currently held by the Buyer, comprising, as at the date of this Deed, 26,663,090 ordinary shares of £0.0001 each, 24,070,881 A ordinary shares of £0.0001 each in the Company and 18,801,555 B ordinary shares of £0.0001 each in the Company;

"**SSA**" means the subscription and shareholders' agreement in relation to the Company entered into between each of the Sellers and the Company dated 3 January 2024;

"**Subsidiary**" means the companies whose details are set out in Part 2 of Schedule 2 and any other subsidiary undertaking of the Company from time to time;

"**Supervisory Board**" means the supervisory board of the Buyer;

"**Surviving Provisions**" means Clauses 1, 18, 20.1(c), 20.3, 22 and 25 to 33;

"**Tax**" means:

(a) all forms of tax, levy, impost, contribution, duty, liability and charge in the nature of taxation (including payment under the Corporation Tax (Instalment Payments) Regulations 1998) and all related withholdings or deductions of any nature (including, for the avoidance of doubt, PAYE and national insurance contribution liabilities in the United Kingdom and corresponding obligations elsewhere); and

(b) all fines, penalties, charges and interest relating to (a) above,

whether directly or primarily chargeable against, recoverable from or attributable to any person and regardless of whether any person has, or may have, any right of reimbursement (and "**Taxes**" and "**Taxation**" shall be construed accordingly);

"**Tax Authority**" means a taxing or other governmental (local or central), state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or to collect Tax or make any decision or ruling on any matter relating to Tax;

"**Tax Claim**" means a claim in respect of a Tax Warranty;

"**Tax Return**" means any return, declaration, report, notice, claim for refund, information or statement relating to Tax, including any schedule, supplement or attachment thereto, including any amendment thereof;

"**Tax Warranties**" means the Warranties in paragraph 12 of Schedule 5;

"**Transaction**" means the transactions contemplated by this Deed and/or the other Transaction Documents or any part thereof;

"**Transaction Bonuses**" means the amount of any bonuses, incentives or commission paid or made or declared to be treated as paid or made, or to be paid or made to any director, officer, employee, agent, consultant or adviser of any Group Company at any by any Group Company in connection with, or as a result of, the Transaction, including any Taxes in respect thereof or arising thereon;

"**Transaction Costs**" means the amount of any professional or other fees and expenses (for the avoidance of doubt, including disbursements) paid or agreed to be paid or incurred or owing at any time by a Group Company in connection with the Transaction, including any Taxes in respect thereof or arising thereon;

"**Transaction Documents**" means this Deed and any other documents in Agreed Form or required to be entered into pursuant to this Deed, including (but not limited to) the Registration Rights Agreement;

"**Unvested and Underwater Options**" means those Share Options which as at the Reference Date are not Vested and In the Money Options;

"**VAT**" means value added tax or any similar Tax, whether chargeable in the United Kingdom or elsewhere;

"**Vested and In the Money Optionholders**" means the Optionholders holding Vested and In the Money Options;

"**Vested and In the Money Options**" means those Share Options which, as at the Reference Date, are fully vested and have an Option Exercise Price per Share which is less than the Per Share Consideration;

"**VWAP**" means the volume-weighted average price per share of the Buyer's publicly traded shares;

"**Warranties**" means the warranties set out in Clause 13 and Schedule 5;

"**Warrantors**" means the Founders; and

"**Working Hours**" means 9:30 am to 5:30 pm (based on the time at the location of the address of the recipient of the relevant notice) on a Business Day.

1.2 In this Deed, unless the context otherwise requires:

(a) "undertaking" and "group undertaking" shall be construed in accordance with section 1161 of the Companies Act 2006, "holding company" and "subsidiary" shall be construed in accordance with section 1159 of the Companies Act 2006 and "subsidiary undertaking" and "parent undertaking" shall be construed in accordance with section 1162 of the Companies Act 2006;

(b) every reference to a particular Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after Completion provided that, as between the parties, no such amendment or modification after the date of this Deed shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;

(c) references to Clauses and Schedules are references to clauses of and schedules to this Deed, references to paragraphs are references to paragraphs of the Schedule in which the reference appears and references to this Deed include the Schedules;

(d) references to the singular shall include the plural and vice versa and references to one gender include any other gender;

(e) references to a "party" means a party to this Deed and includes its successors in title, personal representatives and permitted assigns;

(f) references to a "person" includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;

(g) references to a "company" includes any company, corporation or other body corporate wherever and however incorporated or established;

(h) references to the phrase "to the extent that" are a matter of degree and are not synonymous with "if";

(i) references to "sterling", "pounds sterling" or "£" are references to the lawful currency from time to time of the United Kingdom and references to "dollars" or "$" are references to the lawful currency from time to time of the United States;

(j) references to times of the day are to London time unless otherwise stated;

(k) references to writing shall include any modes of reproducing words in a legible and non-transitory form;

(l) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;

(m) words introduced by the word "other" shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things;

(n) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words "includes" and "including" shall be construed without limitation;

(o) where this Deed requires any party to reimburse or indemnify another party for any cost, expense or liability, references to such "costs", "expenses" and/or "liabilities" (or similar phrases or expressions) incurred by a person shall not include any amount in respect of VAT other than Irrecoverable VAT; and

(p) a procuring obligation where used in the context of any Seller in respect of a Group Company, means that such Seller undertakes to exercise its voting rights and use all reasonable endeavours to use such powers as are vested in such Seller from time to time as a shareholder, director, officer or employee of any Group Company (and which is not inconsistent with such Seller's fiduciary duties, if any), to ensure compliance with that obligation.

1.3 The headings and sub-headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed.

1.4 Each of the schedules to this Deed shall form part of this Deed.

1.5 References to a document (including this Deed) include such document as amended or varied in accordance with its terms.

1.6 On 15 May 2025, the Buyer held its annual general meeting of shareholders. One of the voting items (proposal 7a) concerned and amendment to revise the Buyer's governance model to a one-tier board. As of the date of implementation of that proposal and execution of the associated deed of amendment of the Buyer's articles of association, any references in this Deed to (i) the 'Supervisory Board' and 'Management Board' shall be deemed to refer to the Buyer's 'board of directors' as of such time, and (ii) 'appointment as member of the Supervisory Board' or any similar expression or statement shall be deemed to refer to appointment as a non-executive director.

1.7 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one Seller under this Deed are, unless otherwise stated, given or entered into severally and not jointly and severally and accordingly the liability of each Seller in respect of any breach of any such obligation, undertaking or liability shall extend only to any loss or damage arising from its own breach.

2. SALE OF SHARES, DRAG AND CANCELLATION OF OPTIONS

2.1 On the terms set out in this Deed, each Seller shall sell and the Buyer shall purchase the Shares set out against such Seller's name in Schedule 1 with effect from Completion, with full title guarantee, free from all Encumbrances, together with all rights attaching to such Shares as at Completion (including all dividends and distributions declared, paid or made in respect of the Shares after the Completion Date).

2.2 Each Seller irrevocably waives any right of pre-emption or other restriction on transfer in respect of the Shares conferred on it under any agreement or otherwise, in connection with the sale of the Shares pursuant to this Deed.

2.3 If any other holder of Shares wishes to adhere to the terms of this Deed prior to Completion, such Sellers shall enter into a Deed of Adherence as a "Seller" and shall and deliver a copy of such executed Deed of Adherence to the Buyer.

2.4 Promptly following the execution of this Deed by the Selling Shareholders and the Buyer, the Selling Shareholders shall deliver the Drag-Along Notice to the Company, copying each Called Shareholder, along with:

(a) a Deed of Adherence;

(b) stock transfer form(s) to transfer all of the Shares held by the Called Shareholder into the name of the Buyer; and

(c) a lost share certificate indemnity, in Agreed Form, in respect of any missing share certificates in respect of Shares held by the Called Shareholder,

(the "**Drag Documents**").

2.5 If any Called Shareholder does not deliver executed versions of the Drag Documents to the Company within three Business Days of the date of the Drag-Along Notice, the Selling Shareholders shall procure that the Company executes the Drag Documents as agent of the defaulting Called Shareholder in accordance with the Drag-Along.

2.6 Each Optionholder hereby irrevocably and unconditionally surrenders all rights such Optionholder has or may have under the Share Option(s) held by them (such surrendered Vested and In the Money Options, the "**Cancelled In the Money Options**" and such surrendered Unvested and Underwater Options, the "**Cancelled Underwater Options**").

2.7 The Buyer shall be entitled to determine, at its sole discretion but acting reasonably and in the best interests of the Buyer Group from Completion, and shall be required to confirm its decision on the same to the Seller Representative upon or prior to Completion, in respect of each Optionholder, whether the Cancelled In the Money Options in respect of such Optionholder shall be cancelled in exchange for either:

(a) Consideration Shares issued in accordance with Clause 4.1(a); or

(b) Replacement Awards issued in accordance with Clause 4.1(b); or

(c) a combination of the foregoing.

2.8 If the Buyer elects to exchange all or a portion of an Optionholder's Cancelled In the Money Options for the issuance of Consideration Shares in accordance with Clause 4.1(a):

(a) the number of Consideration Shares to be issued to such Optionholder shall reflect the Relevant Proportion for such Optionholder *less* such number of Consideration Shares as is equal in value, based on the Buyer Share Price, to such Optionholder's Option Deduction Amount; and

(b) the Buyer shall procure that an amount equal to the Estimated Option Tax Liability (if any) in respect of each such Optionholder's Cancelled In the Money Options shall be paid to HMRC or such other relevant Tax Authority under PAYE (or its equivalent) as soon as reasonably practicable following Completion.

2.9 If the Buyer elects to exchange all or a portion of an Optionholder's Cancelled In the Money Options for the issuance of Replacement Awards issued in accordance with Clause 4.1(b), the number of Buyer Shares subject to the Replacement Awards shall reflect the Relevant Proportion applicable to the Cancelled In the Money Options *less* the applicable Option Exercise Price, based on the Buyer Share Price, rounded down to the nearest whole Buyer Share.

3. EXECUTION OF THIS DEED

3.1 This Deed may be dated and be duly executed and delivered only when it has been executed and delivered by such Sellers that constitute the holders of the majority of the Shares by number (excluding the Buyer), notwithstanding that this document may not then have been executed by each person specified as a signatory to this Deed.

3.2 If this Deed has not been executed by each person specified as a signatory to this Deed, then the Company shall use its reasonable endeavours to procure that each such person executes a counterpart signature to this Deed as soon as reasonably practicable after the date of this Deed.

3.3 The Company shall procure that, on or prior to Completion, each Optionholder adheres to this Deed by delivering a Deed of Adherence.

4. CONSIDERATION

4.1 The purchase price for the sale of the Shares under this Deed, and for the cancellation of any Vested and In the Money Options as described under this Deed (the "**Consideration**"), shall be satisfied by:

(a) the issue and allotment, within five Business Days of Completion, to the Sellers and, if applicable and so determined by the Buyer pursuant to Clause 2.7, the relevant Vested and In the Money Optionholders, of the Consideration Shares (as adjusted, if applicable, in accordance with Clause 4.2), whereby the aggregate nominal value of such Consideration Shares shall be charged against the Buyer's reserves; and

(b) the grant, within five Business Days of Completion, to, if applicable and so determined by the Buyer pursuant to Clause 2.7, each relevant Vested and In the Money Optionholder, of Replacement Awards .

4.2 The number of Consideration Shares issued by the Buyer pursuant to Clause 4.1(a) shall be reduced by (i) the aggregate Option Deduction Amount pursuant to Clause 2.8(a); and (ii) the number of Buyer Shares subject to the Replacement Awards granted pursuant to Clause 4.1(b), in each case to the extent if applicable.

4.3 Each Seller and each Optionholder agrees that:

(a) the Seller Representative shall calculate (i) the number of Vested and In the Money Options; (ii) the number of Unvested and Underwater Options; (iii) the Per Share Consideration; (iv) the Relevant Proportion for each Seller; (v) the Relevant Proportion for each Vested and In the Money Optionholder; and (v) the allocation of Consideration Shares to each Seller;

(b) the Consideration shall be allocated among the Sellers and the Vested and In the Money Optionholders in accordance with their respective Relevant Proportions, in each case rounding down any fractional entitlement to the nearest whole share; and

(c) the Buyer shall not be concerned with, or have any liability whatsoever with respect to, the calculations in Clause 4.3(a), the allocation of the Consideration in accordance with the Relevant Proportions, or for any failure by the Seller Representative, any Seller or any other person to allocate such Consideration among the Sellers and the Vested and In the Money Optionholders.

4.4 The Seller Representative shall deliver to the Buyer and each Seller a schedule setting out the calculations pursuant to Clauses 4.3(a), including (i) the Per Share Consideration; (ii) the Relevant Proportions for, the Option Deduction Amount and corresponding number of Consideration Shares or Replacement Awards to be issued to, each Seller and Vested and In the Money Optionholder; (iii) details of all Vested and In the Money Options and Unvested and Underwater Options; at least five Business Days prior to the date of the Shareholders Meeting (or such later date as may be agreed in writing between the Seller Representative and the Buyer).

4.5 The Seller Representative shall deliver to the Buyer and each Seller and Optionholder:

(a) a schedule in the Agreed Form setting out the calculations pursuant to Clauses 4.3(a), including (i) the Per Share Consideration; (ii) the Relevant Proportions for, and the corresponding number of Consideration Shares and/or Replacement Awards to be issued to each Vested and In the Money Optionholder; and

(b) an updated copy of Schedule 10 of this Deed, accurate as at the date of Completion,

at least three Business Days prior to Completion.

4.6 Each Seller and Vested and In the Money Optionholder shall promptly provide the Buyer with information reasonably requested by the Buyer in support of the issuance, allotment and delivery of the relevant Consideration Shares and/or Replacement Awards (and in no event later than five Business Days prior to the date of the Shareholders Meeting).

4.7 Where any payment is made by a Seller in satisfaction of a liability arising under this Deed, it shall to the greatest extent lawful be treated by the Buyer and the Sellers as an adjustment to the Consideration received by the Seller concerned in respect of its Shares.

4.8 If a Reorganisation Event occurs in respect of the Buyer in the period after the date of this Deed and before the issue of any Consideration Shares or Replacement Awards, the number of Consideration Shares and Replacement Awards to be issued to each Seller and Optionholder will be adjusted in such a way so as to ensure that:

(a) the number of the Consideration Shares and Replacement Awards, to be issued to the relevant Seller or Vested and In the Money Optionholder, expressed as a proportion of the total number of fully paid ordinary shares in the Buyer, is not less than such proportion would have been but for the occurrence of the Reorganisation Event;

(b) the aggregate value of the Consideration Shares and Replacement Awards to be issued to the relevant Seller or Vested and In the Money Optionholder is not less than such value would have been but for the occurrence of the Reorganisation Event; and

(c) the rights and interests of the relevant Seller or Vested and In the Money Optionholder are not adversely affected (whether legally, economically or financially) as a result of the occurrence of the Reorganisation Event.

5. UNVESTED AND UNDERWATER OPTIONS

5.1 As soon as reasonably practicable, and in any event within three months following Completion, the Buyer will procure that each Optionholder's Cancelled Underwater Options are replaced with an award of equivalent value over Buyer Shares pursuant to the Buyer's incentive plan.

5.2 No Replacement Awards nor Consideration Shares shall be issued in respect of any Cancelled Underwater Options.

6. LEAKAGE

6.1 Each Seller severally undertakes to the Buyer that if any Leakage (other than Permitted Leakage) occurs or has occurred at any time from the date of this Deed up to and including Completion then, subject to both Completion occurring and the subsequent provisions of this Clause 5, such Seller shall, in relation to itself or themselves only, pay to the Buyer on demand, an amount in cash equal to its Relevant Proportion of the aggregate amount of such Leakage *less* any related Leakage Tax Saving.

6.2 For the purposes of this Deed:

(a) "**Leakage**" means any of the following by any Group Company to the extent it does not constitute Permitted Leakage:

(i) the declaration, making or payment of any dividend or other distribution (whether in cash or kind) in favour of any Seller or any Affiliate of any Seller;

(ii) any payment (whether in cash or in kind) in respect of a distribution, repurchase, repayment, redemption or return (whether in part or in full, and whether in respect of principal or interest) of any share capital or loan capital of a Group Company held by any Seller or any Affiliate of any Seller;

(iii) the payment of any sum (whether in cash or in kind) to, or entering into any transaction with any Seller or any Affiliate or Connected Person of any Seller, other than any payments or transactions made or entered into on arms' length terms;

(iv) the payment of any Transaction Bonuses;

(v) the payment of any Transaction Costs or Carve-Out Costs other than the Permitted Costs;

(vi) the sale, transfer, surrender or disposal of any asset to any Seller or any Affiliate of any Seller or purchase of any asset from any Seller or any Affiliate of any Seller unless it is at a fair market value;

(vii) the amount of any gift or other gratuitous payment made to any Seller or any Affiliate of any Seller;

(viii) the forgiveness, release or waiver of any right, debt or claim outstanding against any Seller or any Affiliate of any Seller;

(ix) the value of any guarantee or indemnity entered into by any Group Company relating to an obligation of any Seller or any Affiliate of any Seller, or any payment in connection with such a guarantee or indemnity (but excluding any indemnities given by any Group Company to professional advisers in engagement letters relating to the Transaction);

(x) the making of or entering into of any legally binding (as determined to be liable by a court of competent jurisdiction and where the relevant Group Company has no right of appeal or is debarred by passage of time or otherwise from making an appeal) agreement or arrangement relating to any of the foregoing matters or the announcement of any intention to do any of the foregoing matters; or

(xi) any Employer's NICs, apprenticeship levy (or equivalent employer social security or payroll taxes payable in any jurisdiction) arising from the cancellation of the Vested and In the Money Options pursuant to this Deed or the issue of Consideration Shares to the Vested and In the Money Optionholders;

(xii) without double counting, the payment or incurrence of any Tax (including any Tax that would have been payable but for the availability of a Relief) as a consequence of Clause 6.2(a)(i) to 6.2(a)(x) above (provided that in all cases the incurrence of such Taxation by any Group Company shall be deemed to have been incurred at the same time as the underlying matter that it was incurred on); and

(b) "**Permitted Leakage**" means any of the following by or for the benefit of any Group Company:

(i) any payment made or agreement to make a payment in respect of salaries, pension contributions, performance or other bonuses or other reimbursements, benefits, fees or expenses due to any director, officer, employee or consultant of any Group Company in the ordinary course of their directorship, employment or consultancy which is consistent with past practice and is not arising in connection with the Transaction, including any employment Tax and/or Employer's NICs thereon or, as the case may be, VAT thereon;

(ii) any payment made or actions undertaken in arm's length trading in the ordinary course of business with any Seller or an Affiliate of any Seller including any VAT thereon;

(iii) any cost incurred, any payment made or any actions undertaken at the written request, or with the prior written consent, of any member of the Buyer Group and expressly acknowledged by a member of the Buyer Group as constituting Permitted Leakage;

(iv) any payment or agreement to make a payment contemplated by, or expressly required under any Transaction Document, including any Taxation expressly so contemplated or required;

(v) any Leakage to the extent that it has been refunded or reimbursed (including any Tax within Clause 6.2(a)(xii) thereon) to a Group Company without any cost or liability to any Group Company; and

(vi) any Permitted Costs.

7. CONDITIONS

7.1 Completion shall be subject to the following conditions (the "**Conditions**") being satisfied:

(a) by the Longstop Date the Buyer having obtained the Shareholder Approval; and

(b) as at Completion:

(i) the Business Warranty at 3.7 of Schedule 5 being true and accurate as if repeated immediately prior to Completion and on the basis that any reference made to the date of this Deed (whether express or implied) in any Warranty shall be considered a reference to the Completion Date; and

(ii) each Business Warranty and each Seller Warranty being true and accurate as if repeated immediately prior to Completion (save as Disclosed at signing) and on the basis that any reference made to the date of this Deed (whether express or implied) in any Warranty shall be considered a reference to the Completion Date, except where the inaccuracies:

(A) would not impede the closing of the Transaction; or

(B) would not (save for matters related to the BPL-003 Phase 2B Clinical Trial that have arisen between the date of the top line read out of the results of such clinical trial and Completion, other than Clinical Validity Matters) individually or in aggregate, have a material adverse effect on the Group (such material adverse effect having a value in excess of £25 million),

((i) and (ii) together, the "**Warranty Condition**").

7.2 The parties shall use all reasonable endeavours and fully co-operate in all actions and omissions, with each party bearing its own respective costs, to ensure that the Condition in Clause 7.1(a) is satisfied as soon as practicable and, in any case, no later than the Longstop Date.

7.3 Nothing in this Clause 7 shall require a party to disclose, or ensure the disclosure of, commercially sensitive or legally privileged information regarding itself or its Representatives to another party, except to the extent of which it is necessary to ensure that the Conditions and any obligations under Clause 7.4 are satisfied, in which case such disclosure shall be on a confidential external counsel-to-counsel basis only.

7.4 Each party shall, to the extent permitted by Law:

(a) give written notice to each other party promptly and in any case, within two Business Days after each time it becomes aware that:

(i) the Condition in Clause 7.1(a) has been satisfied;

(ii) an event, circumstance or condition has occurred which is reasonably likely to prevent the Condition in Clause 7.1(a) from being satisfied by the Longstop Date; or

(iii) the Condition in Clause 7.1(a) will not be satisfied by the Longstop Date; and

(b) at the same time (or promptly after giving such written notice) give each other party reasonable evidence of the same.

7.5 The Condition in Clause 7.1(a) is not capable of being waived.

7.6 If notice is given pursuant to Clause 7.4(a)(iii) in respect of the Condition in Clause 7.1(a), a written notice to terminate this Deed, following which Clause 20 shall apply, may be given to each other party by any party.

7.7 If the Condition in Clause 7.1(a) is not satisfied on or by the Longstop Date, this Deed may be terminated by the parties in accordance with Clause 20.

8. CARVE-OUT

8.1 Subject to Clause 8.2, prior to Completion the Sellers and the Buyer shall use all reasonable endeavours to procure that the Carve-out takes effect in accordance with the Carve-out Steps Plan. In particular:

(a) the Sellers shall use, and shall procure that the Company use all reasonable endeavours to complete the Carve-out in accordance with the Carve-out Steps Plan; and

(b) the Sellers shall keep the Buyer regularly and reasonably informed of the progress of the Carve-out and promptly notify the Buyer of any material updates in relation to the completion of the Carve-out.

8.2 The Sellers shall not make any changes to the structure of, or the steps involved in, the Carve-out compared with the structure and steps currently set out in the Carve-out Steps Plan other than with the Buyer's prior written consent.

9. LOCK-UP

The Consideration Shares and any Replacement Awards issued upon the exercise of a Consideration Option shall be subject to the lock-up provisions in Schedule 9.

10. PRE-COMPLETION OBLIGATIONS

10.1 During the period from the date of this Deed to Completion, each Seller shall perform its obligations as set out in Schedule 3.

10.2 As promptly as practicable after the date of this Deed, the Buyer shall convene and hold a general meeting for the purpose of obtaining the Shareholder Approval (the "**Shareholders Meeting**"). The Company and the Buyer shall jointly prepare, and the Buyer shall file with the SEC and mail to its shareholders as soon as practicable, a proxy statement of the Buyer (the "***Proxy Statement"***) for the purpose of obtaining the Shareholder Approval at the Shareholders Meeting. The Proxy Statement shall include proxy materials for the purpose of soliciting proxies from the Buyer's shareholders to vote, at the Shareholders Meeting, in favour of the Shareholder Approval and such other matters as the Company and the Buyer shall hereafter mutually determine to be necessary or appropriate in order to effect the Transaction. Buyer shall notify the Company of any SEC comments. Buyer and Company shall use all reasonable efforts to clear the Proxy Statement with the Staff of the SEC as soon as practicable.

10.3 The Buyer shall use reasonable endeavours to solicit from its shareholders proxies or votes in favour of the Shareholder Approval. The Buyer may adjourn, postpone, cancel or reconvene the Shareholders Meeting to the extent reasonably necessary (x) to ensure that any supplement or amendment to the materials for the Shareholders Meeting that the Buyer reasonably determines is necessary to comply with applicable Law is made available to the Buyer's shareholders in advance of the Shareholders Meeting or (y) to solicit additional proxies or votes in favour of the Shareholder Approval in the event that (i) there are holders of an insufficient number of Buyer Shares present or represented by a proxy at the Shareholders Meeting to constitute a quorum thereat or (ii) the Buyer reasonably determines such additional time is necessary to obtain the Shareholder Approval. In the event the Shareholders Meeting is adjourned, postponed, cancelled or reconvened pursuant to the preceding sentence, the Buyer shall resume or reconvene the Shareholders Meeting as soon as practicable following the date of the originally scheduled Shareholders Meeting but, in any event, no later than four (4) Business Days prior to the Longstop Date.

10.4 The Sellers and the Company shall cooperate with the Buyer in connection with the preparation and filing of the Proxy Statement, including promptly furnishing to the Buyer in writing upon request any and all information relating to the Company and the Sellers as may be required, or otherwise reasonably requested by the Buyer, to be set forth in the Proxy Statement under applicable Law, including, for the avoidance of doubt, the Accounts, as adjusted as necessary to comply with applicable Law.

10.5 On or prior to the Reference Date (or such later date as may be agreed in writing between the Warrantors and the Buyer), the Warrantors shall provide the Buyer with a draft of the Completion Disclosure Letter.

11. COMPLETION

11.1 Completion shall take place electronically by way of exchange of signature pages by email or other electronic transmission (or at any other place as agreed in writing by the Seller Representative and the Buyer) on:

(a) the Business Day immediately following the day on which the last of the Conditions (other than the Warranty Condition) to be satisfied or waived is satisfied or waived; or

(b) any other date agreed in writing by the Seller Representative and the Buyer.

11.2 At Completion:

(a) each Seller shall do or procure the carrying out of all those things listed in paragraph 1 of Schedule 4;

(b) the Buyer shall do or procure the carrying out of all those things listed in paragraph 2 of Schedule 4; and

(c) the Company shall do or procure the carrying out of all those things listed in paragraph 2 of Schedule 4.

11.3 All documents and items delivered and payments received in connection with Completion shall be held by the recipient to the order of the person delivering or making them.

11.4 Simultaneously with:

(a) the delivery of all documents and items required to be delivered;

(b) the receipt of all payments required to be made; and

(c) the performance of all other obligations required to be performed at Completion,

(and in the case of Clause 11.6(b), other than any such delivery, payment or performance in to the extent such is not practicable), all such documents, items and payments shall cease to be held to the order of the person delivering or making them, shall be released and Completion shall be deemed to have taken place.

11.5 No party shall be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

11.6 Without prejudice to any other rights and remedies a party may have, (i) if the Buyer, the Company or any Seller does not comply with its material obligations under Clause 11.2 on the date on which Completion is scheduled to occur (the "**Scheduled Completion Date**"); or (ii) if the Warranty Condition is not met, the Buyer (in the case of non-compliance by the Company or any Seller) and the Sellers (in the case of non-compliance by the Buyer) shall each be entitled by notice in writing to each other party, at its discretion:

(a) to defer Completion to any subsequent Business Day falling not more than 20 Business Days after the Scheduled Completion Date. The date for the deferred Completion shall be determined by the relevant party in good faith;

(b) so far as practicable, to complete the sale and purchase of the Shares in accordance with Clause 11.2 and Schedule 4; or

(c) to terminate this Deed by notice in writing to each other party, following which Clause 20 shall apply (provided, in respect of Clause 11.6(i) only, Completion has been deferred in accordance with Clause 11.6(a) at least once by it).

11.7 At Completion, subject in all respects to the Buyer having obtained the Shareholder Approval, the following appointments shall be made:

(a) Cosmo Feilding-Mellen shall be nominated for appointment to the Supervisory Board with the honorary title of "Co-Founder and Strategy Director", with the terms of such appointment including (but not be limited to) the right of Cosmo Feilding-Mellen to oversee (in conjunction with the other members of the Supervisory Board) the strategic review of the combined pipeline and related prioritisation, including the determination of the strategic direction (including human resource matters) of the BPL-003 Phase 2B Clinical Trial; and

(b) Robert Hershberg shall be nominated for appointment to the Supervisory Board,

(the "**Director Nominees**").

For the avoidance of doubt, in the event the Shareholder Approval is not obtained, this Clause 11.7 shall have no force or effect.

11.8 If, as determined solely by the Buyer, Robert Hershberg does not meet the requirements to be considered "independent" under the listing rules and corporate governance rules and regulations of the Nasdaq Global Market then, subject to the Buyer's prior written consent (acting reasonably) to the identity of the individual, the Seller Representative shall propose an alternative person for nomination to the Supervisory Board who meets the relevant requirements.

12. POST-COMPLETION OBLIGATIONS

12.1 As soon as possible after Completion, the Sellers shall send to the Buyer (at the Buyer's registered office) all records, correspondence, documents, files, memoranda and other papers relating to each Group Company not required to be delivered at Completion and which are not kept at any of the Properties.

12.2 Following the conclusion of the Initial Term, the Buyer agrees that so long as the Sellers in aggregate continue to hold at least 10% of the issued and outstanding share capital of the Buyer, Cosmo Feilding-Mellen shall have a one-time right to require the Supervisory Board to nominate, for appointment by the Buyer's general meeting, an individual of his choosing (subject to approval from the nominating committee of the Buyer, which shall not be unreasonably withheld) as a member of the Supervisory Board.

12.3 If, at any time during the Initial Term, the Supervisory Board consists of more than seven members, the Seller Representative shall have the right to require the Supervisory Board to nominate, for appointment by the Buyer's general meeting, such number of additional members of the Supervisory Board that the Sellers have the power to nominate for appointment 2/7th of the members of the Supervisory Board during the Initial Term (any fractional entitlements being rounded to the nearest whole number).

13. WARRANTIES AND UNDERTAKINGS OF THE WARRANTORS AND SELLERS

13.1 Each Warrantor warrants to the Buyer that each of the Business Warranties is true and accurate: as at the date of this Deed and as at Completion as if repeated immediately prior to Completion and on the basis that any reference made to the date of this Deed (whether express or implied) in any Warranty shall be considered a reference to the Completion Date.

13.2 Notwithstanding the provisions of clause 13.1, any Warranties which relate directly or indirectly to any member of the Eleusis Group shall not be warranted as at the date of this Deed or be repeated immediately prior to Completion.

13.3 Each Seller severally warrants to the Buyer, in respect of itself only, that each of the Seller Warranties is true and accurate:

(a) as at the date of this Deed; and

(b) as at Completion as if repeated immediately prior to Completion and on the basis that any reference made to the date of this Deed (whether express or implied) in any Warranty shall be considered a reference to the Completion Date.

13.4 Each of the Warranties shall be construed as being separate and independent.

13.5 Warranties qualified by the expression "so far as the Warrantors are aware" (or any similar expression) are deemed to be given by each Warrantor only on the basis of the actual knowledge of each of the Founders, Tim Mason, Rob Conley, Joe Hamer, Alistair Boath and Matt Hartley as of the date of this Deed.

13.6 Notwithstanding any other provision of this Deed, the provisions of this Clause 13 and Schedule 6 shall operate to limit the liability of each Warrantor and Seller in respect of any Claim.

13.7 Each Seller acknowledges and agrees that on and from Completion:

(a) except in the case of fraud and without prejudice to any matter agreed in the Transaction Documents, such Seller, its Affiliates and its and its Affiliates' Connected Persons have no rights or remedies against (and has not assigned any rights or remedies against) and shall not bring or make any claim, proceeding, suit or action:

(i) in connection with any information, opinion or advice supplied or given (or omitted to be supplied or given) in connection with any of the Transaction Documents against any current or former directors, officers, employees, agents, consultants, advisers, auditors and accountants of any Group Company (each of whom shall be entitled to enforce this Clause 13.7(a)(i) under the Contracts (Rights of Third Parties) Act 1999) on whom it may have relied before agreeing to any terms of, or entering into, any Transaction Document; and

(ii) against any Group Company or any of their current or former directors, officers, employees, agents, consultants, advisers, auditors and accountants (each of which shall be entitled to enforce this Clause 13.7(a)(ii) under the Contracts (Rights of Third Parties) Act 1999), other than in respect of Permitted Rights,

and with effect from Completion, such Seller hereby irrevocably releases, waives, forfeits and/or extinguishes (and shall procure that each of its Affiliates and its and its Affiliates' Connected Persons releases, waives, forfeits and/or extinguishes) any such claim, proceeding, suit or action; and

(b) there will be no agreement, arrangement or understanding between such Seller or any of its Affiliates or its or its Affiliates' Connected Persons on the one hand, and any Group Company on the other hand, other than the Transaction Documents or any agreements, arrangements or understandings in the ordinary course of business;

(c) subject to any payments required to be made on or following the Completion Date pursuant to this Deed, there shall be no amounts owing from a Group Company to such Seller or any of its Affiliates; and

(d) neither such Seller nor its Affiliates benefit from any guarantee, indemnity or suretyship given by a Group Company, other than any indemnity to which they are entitled at law or under the constitutional documents of any Group Company in respect of acts or things done in good faith while acting in their capacity as a director or officer of any of the Group Companies.

14. WARRANTIES AND UNDERTAKINGS OF THE BUYER

14.1 The Buyer warrants to each Seller as at the date of this Deed that, other than as set forth in the Buyer's public disclosures with the SEC:

(a) the Buyer is validly incorporated, in existence and duly registered under the laws of its country of incorporation;

(b) other than the Shareholder Approval, the Buyer (i) has taken all necessary corporate action and has all requisite corporate power and authority to enter into and perform this Deed in accordance with its terms and, (ii) when entered into, will have taken all necessary corporate action and will have all requisite corporate power and authority to enter into and perform any other Transaction Documents to which the Buyer is a party in accordance with their terms;

(c) this Deed and the other Transaction Documents to which the Buyer is a party constitute (or shall constitute when entered into by the Buyer) valid, legal and binding obligations on the Buyer in accordance with their terms, assuming due authorization, execution and delivery of this Deed and the other Transaction Documents by the other parties thereto;

(d) the execution and delivery of this Deed and, subject to the Shareholder Approval, the other Transaction Documents to which the Buyer is a party by the Buyer and the performance of and compliance with their terms and provisions will not conflict with or result in a breach of, or constitute a default under, the constitutional documents of the Buyer, any agreement or instrument to which the Buyer is a party or by which it is bound, or any Law, order or judgment that applies to or binds the Buyer or any of its property;

(e) other than the Shareholder Approval, no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any Authority (other than the Nasdaq Global Market) is required to be obtained, or made, in order for the Buyer to enter into and perform this Deed in accordance with its terms;

(f) the Buyer is not insolvent or unable to pay its debts as they fall due within the meaning of the insolvency laws of any jurisdiction applicable to it or has stopped paying debts as they fall due. No order has been made, petition presented or resolution passed for the winding up of the Buyer. No administrator or any receiver or manager has been appointed by any person in respect of the Buyer or all or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Buyer has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction;

(g) the documents and other information relating to the business, affairs and financial condition of the Buyer which have been filed by or on behalf of the Buyer in the last three years with the Nasdaq Global Market have complied in all material respects with the applicable laws of the SEC and the rules of the Nasdaq Global Market;

(h) subject to (i) the Buyer having obtained the Shareholder Approval and (ii) the accuracy of the Seller Warranty at paragraph 3.7 of Schedule 5, and except for any violation resulting from actions taken by the Company, any Selling Shareholder, any Called Shareholder or any Vested and In the Money Optionholder, the issuance of the Consideration Shares under this Deed does not contravene the rules and regulations of the SEC or Nasdaq Global Market;

(i) since the date of the latest audited financial statements included within the SEC Reports, there has been no event, occurrence or development that has had or that could reasonably be expected to result in a material adverse effect, (i) the Buyer has not incurred any liabilities (contingent or otherwise) other than (A) liabilities and obligations incurred in the ordinary course of business, (B) liabilities not required to be reflected in their respective financial statements pursuant to GAAP or disclosed in filings made with the SEC, and (C) liabilities that are executory obligations arising under contracts to which the Buyer is a party, (ii) the Buyer has not altered its method of accounting, and (iii) the Buyer has not declared or made any dividend or distribution of cash or other property to their respective shareholders or purchased, redeemed or made any agreements to purchase or redeem any shares of their capital stock;

(j) as of the close of business on 22 May 2025, (i) 200,752,775 Buyer Shares were issued and outstanding and (ii) no Buyer Shares were held by Buyer in its treasury. No person holds any right of first refusal, pre-emptive right, participation right, or similar right with respect to the transactions contemplated. There are no outstanding options, warrants, convertible securities, or agreements obligating the Buyer to issue additional shares or securities. The issuance of Consideration Shares under this Deed will not trigger any material adjustments or obligations under existing securities or agreements. There are no material shareholders' or voting agreements affecting the Buyer's capital stock;

(k) the Buyer has not granted to any person any right or option to subscribe newly issued shares in the capital of the Buyer or to purchase any shares in the capital of the Buyer which are, at the date of this Deed, owned by or pledged to the Buyer or any subsidiary of the Buyer, except for options to purchase shares granted pursuant to the Buyer's employee share option plan;

(l) subject to (i) the Buyer having obtained the Shareholder Approval and (ii) the accuracy of the Seller Warranties at paragraph 3.7 of Schedule 5, and except for any violation resulting from actions taken by the Company, any Selling Shareholder, any Called Shareholder or any Vested and In the Money Optionholder, any Consideration Shares issued by the Buyer pursuant to the terms of this Deed will, be validly issued and, immediately after issue, be credited as fully paid-up, be free from any Encumbrance, will have the same rights as, and rank pari passu in all respects with, the existing share capital of the Buyer (including, but not limited to, such rights ascribed to the Consideration Shares pursuant to the Registration Rights Agreement), and will rank in full for all dividends and other distributions declared on the existing share capital of the Buyer on or after the Completion Date;

(m) the Buyer has no material capital commitments outside the ordinary course of business;

(n) other than the ongoing litigation with DemeRx in which the Buyer is the defendant, neither the Buyer nor, to its knowledge; any person for whose acts and defaults the Buyer may be vicariously liable, is at present engaged whether as claimant, defendant or otherwise in any legal action, proceeding or arbitration which is either in progress or is threatened or, to the Buyer's knowledge, is pending or is being prosecuted for any criminal offence and no governmental, regulatory or official investigation or inquiry concerning the Buyer is threatened or in progress nor, to the Buyers knowledge, is pending; and

(o) all statutory, governmental, court, regulatory and other requirements applicable to the carrying on the business of the Buyer, the formation, continuance in existence, creation and issue of securities, management or operation of the Buyer have, to the Buyer's knowledge, been complied with, and all permits, authorities, licenses, registrations, certifications and consents required for the Buyer to conduct its business have been obtained, are valid and subsisting and all conditions applicable thereto have been complied with.

14.2 The Buyer acknowledges and agrees that except in the case of fraud and without prejudice to any matter agreed in the Transaction Documents:

(a) it has no rights or remedies against and shall not bring or make any claim, proceeding, suit or action in connection with any of the transactions contemplated in any of the Transaction Documents against any Group Company (each of whom shall be entitled to enforce this Clause 14.2(a) under the Contracts (Rights of Third Parties) Act 1999), and the Buyer hereby irrevocably releases, waives, forfeits and/or extinguishes any such claim, proceeding, suit or action; and

(b) on and from Completion, no Group Company will have any rights or remedies against, or any basis for bringing any claim, proceeding, suit or action against, any Seller (each of which shall be entitled to enforce this Clause 14.2(b) under the Contracts (Rights of Third Parties) Act 1999) and with effect from Completion, the Buyer shall procure that no Group Company brings any such claim, proceeding, suit or action.

15. SELLER REPRESENTATIVE

15.1 Subject to Clause 15.3, each Seller and Optionholder hereby irrevocably appoints Michael Norris (the "**Seller Representative**") to act as its representative and to represent it for all purposes under this Deed, including for the purposes of:

(a) accepting notices on its behalf in accordance with Clause 29;

(b) taking any and all actions that may be necessary or desirable, as determined by the Seller Representative in its sole discretion, in connection with the payment of the costs and expenses incurred with respect to the Transaction;

(c) granting any consent, waiver or approval on its behalf under this Deed; and

(d) generally executing and delivering or procuring the execution and delivery of all such documents and doing all such things provided in or contemplated by this Deed to be performed by it or by the Seller Representative on its behalf.

15.2 The Seller Representative shall consult with each Seller and Optionholder and take into account the views of each Seller and Optionholder before taking any steps or actions or deciding not to take any steps or actions in accordance with the authority granted to the Seller Representative under this Deed.

15.3 If for any reason the Seller Representative from time to time is unwilling or unable to act as the Seller Representative and a majority of the Sellers and Optionholders agree in writing to appoint another person to fill the role of Seller Representative, the Sellers and Optionholders shall promptly notify the Buyer of the identity of such other person, following which such other person shall be the Seller Representative for the purposes of this Deed.

15.4 Each Seller and Optionholder:

(a) agrees that the Seller Representative, in exercising the powers and authorities conferred by this Clause 15 and/or the Transaction Documents upon such Seller Representative, shall not be acting, or be construed as acting, as the agent or trustee on behalf of any Seller or Optionholder;

(b) agrees that the Seller Representative shall be entitled to take any and all actions that may be necessary or desirable, as determined by the Seller Representative in its sole discretion, and shall have no liability whatsoever to the Buyer or any Seller or Optionholder in relation to the exercise of those powers and authorities, except in the case of fraud by the Seller Representative;

(c) agrees that it shall be bound by any steps or actions taken or any agreement entered into by the Seller Representative acting in accordance with this Deed; and

(d) severally undertakes to indemnify the Seller Representative against, and pay on demand (on a pound for pound and an after-Tax basis) an amount equal to its Relevant Proportion of all Losses which may be suffered or incurred by the Seller Representative and which arise directly or indirectly in connection with the exercise or the purported exercise in good faith of any of the rights or duties of such Seller Representative contemplated by this Deed (except in the case of fraud).

16. MATTERS AMONG THE SELLERS AND OPTIONHOLDERS

16.1 Each Seller and Optionholder irrevocably and unconditionally:

(a) agrees that the allocation of the Consideration between the Sellers and Optionholders in accordance with Clause 4.1 is in accordance with the articles of association of the Company ("**Company Articles**"), and accordingly each Seller and Optionholder agrees and consents to the allocation of the Consideration as set out in this Deed and waives any rights it may have under any agreement governing the distribution of proceeds on any sale of all or any part of the share capital of the Company other than the Company Articles;

(b) agrees and consents to the entering into of this Deed and the Transaction and releases each other Seller and Optionholder from any breach by such Seller or Optionholder of any part of the Company Articles, the SSA or any other agreement, by reason of the entering into of this Deed or any of the Transaction Documents or the consummation of any part of the Transaction; and

(c) agrees that no other Seller or Optionholder shall have any liability to it to settle or make payment towards any Tax liability arising on the consideration receivable by it (in whatever form), and that it has not been induced by, or relied on any, representation or warranty in relation to any Taxation payable or Relief which may be available, made by any other Seller or Optionholder.

16.2 Each Seller and each Option Holder (other than the Seller Representative) agrees that (unless otherwise agreed with the Seller Representative):

(a) any information relating to any other Seller or Optionholder (including such Seller or Optionholder's name, address, identify, Shares, Share Options or amounts payable to such Seller or Optionholder under the Transaction Documents) is confidential;

(b) such Seller or Optionholder (as applicable) shall only be entitled to receive and/or have access to such information to the extent that that information relates to such Seller or Optionholder; and

(c) any such information contained in a counterpart of this Deed or Transaction Document provided to or executed by such Seller or Optionholder shall be redacted.

17. TERMINATION OF THE SSA

17.1 With effect from Completion, each of the Sellers (to the extent they are a party to the SSA) the Buyer and the Company:

(a) severally, unconditionally and irrevocably agrees that each of the other parties shall be released from all of its continuing obligations (past, present or future) arising out of or in connection with the SSA to the intent that with effect from Completion, the SSA shall be terminated and be of no further force or effect;

(b) except in the case of fraud, unconditionally and irrevocably waives and releases all rights it presently has or which, in the absence of this Deed, it might otherwise have had to bring a claim against any one or more of the other parties pursuant to, or in respect of the subject matter of, the SSA, whether in relation to past, present or future circumstances, and regardless of whether it presently knows or could know of the grounds or legal basis for any such claim; and

(c) unconditionally and irrevocably undertakes not to make any claim against any other party in relation to the SSA or any breach thereof and releases and discharges each of the other parties from all claims, demands, liabilities and obligations under the SSA, howsoever arising and whether arising on, before or after the Completion Date.

18. RESTRICTIVE COVENANTS

18.1 In order to confer upon the Buyer the full benefit of the business and goodwill of the Group, each of the Founders hereby undertakes and covenants with the Buyer that they nor any of their Affiliates shall not:

(a) during the one year period beginning with the Completion Date, directly or indirectly carry on or be employed, engaged or interested in any Restricted Business in the Restricted Territories;

(b) during the one year period beginning with the Completion Date, deal with or canvass, solicit or seek to solicit the custom of any person who has been a customer of any Group Company at any time within the 12 months immediately prior to Completion or directly or indirectly do or say anything which may lead to any person ceasing to do business with any Group Company on substantially the same terms as previously (or at all);

(c) during the one year period beginning with the Completion Date, directly or indirectly offer employment to, enter into a contract for the services of, or attempt to entice away from any Group Company, any individual who is at that time, and was at the Completion Date, employed or directly engaged in an executive or managerial position with any Group Company, except a person who:

(i) responds, without any form of approach or solicitation by or on behalf of such Founder or any Affiliate of such Founder, to a general public advertisement made in the ordinary course of business which is not intended to target any specific person; or

(ii) whose employment or engagement with the Buyer Group has been terminated;

(d) during the one year period beginning with the Completion Date, solicit or entice away from any Group Company any supplier who had supplied goods and/or services to any Group Company at any time during the 12 months immediately prior to Completion if that solicitation or enticement causes or could cause such supplier to cease supplying, or materially reduce its supply of, those goods and/or services to any Group Company; and

(e) during the one year period beginning with the Completion Date, do or say anything or make any direct or indirect public statement that they know or ought reasonably to know will disparage, defame, or be harmful to the goodwill of, any Group Company, the Buyer or a member of the Buyer Group, provided, however, that nothing in this Clause 18.1(d) is intended to prohibit or restrict them from responding truthfully to any governmental investigation, legal process or inquiry related thereto, making good faith rebuttals of another person's untrue or materially misleading statements, or making any bona fide general competitive statements or communications without malice in the ordinary course of competition.

18.2 Nothing in this Clause 18 shall restrict either of the Founders from:

(a) engaging in any business activities related to the pre-clinical or clinical development or general exploitation of ELE-101;

(b) holding by way of a bona fide investment, in aggregate, less than 3% of any class of shares or debentures listed on the London Stock Exchange or any other recognised exchange in any jurisdiction; or

(c) acquiring any one or more businesses or companies where at the time of such acquisition the activities of the acquired businesses or companies include a Restricted Business and subsequently carrying on or being engaged in such Restricted Business, provided the turnover of the Restricted Business in its last financial year is less than 30% of the turnover of the acquired businesses or companies as a whole.

18.3 The undertakings in this Clause 18 are intended for the benefit of the Buyer and each Group Company and apply to actions carried out by the Founders in any capacity whatsoever and whether directly or indirectly, on the behalf of the Founders or any other person or jointly with any other person.

18.4 Each Founder agrees that the undertakings contained in this Clause 18 are reasonable and necessary for the protection of the Buyer's legitimate interests in the goodwill of the Group Companies and shall be construed as separate and independent undertakings. If any undertaking contained in this Clause 18 is found to be void or unenforceable but would be valid and enforceable if some part or parts of the undertaking were deleted, such undertaking shall apply with such modification as may be necessary to make it valid and enforceable.

18.5 Each Founder acknowledges that damages may not be an adequate remedy for any breach of the undertakings in this Clause 18 and that the Buyer shall be entitled to seek the remedies of injunction, specific performance and any other equitable relief for any threatened or actual breach of such undertakings in Clause 18.1.

18.6 Without prejudice to Clause 18.4, if any undertaking in this Clause 18 is found by any court or other competent authority to be void or unenforceable the parties shall negotiate in good faith to replace such void or unenforceable undertaking with a valid provision which, as far as possible, has the same commercial effect as the provision which it replaces.

19. CONFIDENTIALITY AND ANNOUNCEMENTS

19.1 Subject to Clause 19.5, each party:

(a) shall treat, and shall procure that its Affiliates treat, as strictly confidential:

(i) the provisions of this Deed and the other Transaction Documents (including the identities of the parties to such agreements), their subject matter and any documents referred to therein, and the process of their negotiation;

(ii) in the case of each Seller and Optionholder, any information received or held by such Seller or Optionholder or any of their respective Representatives which relates to the Buyer Group or, following Completion, any Group Company;

(iii) in the case of the Buyer, any information directly or indirectly received or held by the Buyer or any of its Representatives which relates to any Seller or Optionholder, any Affiliate of any Seller or Optionholder or, prior to Completion only, any Group Company,

(together "**Confidential Information**"); and

(b) shall not, and shall procure that its Affiliates shall not, except with the prior written consent of the party to whom the Confidential Information relates (which shall not be unreasonably withheld or delayed), make use of (except for the purposes of performing its obligations or exercising its rights under this Deed or any other Transaction Document) or disclose to any person (other than its Representatives in accordance with Clause 19.2).

19.2 Each party undertakes that it shall, and it shall procure that its Affiliates shall, only disclose Confidential Information to its Representatives where:

(a) it is reasonably required for the purposes of performing its obligations or exercising its rights under this Deed or any other Transaction Document; or

(b) it is reasonably required for the purposes of to enable the Buyer to perform its obligations under this Deed or any other Transaction Document,

only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this Clause 18 and instructed to comply with this Clause 18 as if they were a party to it.

19.3 Subject to Clauses 19.4 and 19.5, each party shall not (and shall procure that its Affiliates shall not) make any announcement (including any communication to the public, to any customers, suppliers or employees of any Group Company) concerning the subject matter of this Deed without the prior written consent of each other party (which shall not be unreasonably withheld or delayed).

19.4 As soon as practicable after each of the date of this Deed and Completion the parties shall procure that a joint announcement of the Transaction is made by way of press release in Agreed Form.

19.5 Clauses 19.1, 19.2 and 19.3 shall not apply if and to the extent that the party using or disclosing Confidential Information or making such announcement can demonstrate that:

(a) such disclosure or announcement is required by Law or by any Authority (including, for the avoidance of doubt, any Tax Authority) having applicable jurisdiction;

(b) such disclosure is required for the purposes or the preparation of, or to be included within any accounts, financial statements and/or the tax returns or other submissions to or communications with any Tax Authority in connection with the tax affairs of the disclosing party or its Affiliate;

(c) such disclosure or announcement is required in order to facilitate any assignment or proposed assignment of the whole or any part of the rights or benefits under this Deed which is permitted by Clause 27;

(d) such disclosure is made to any potential investor in or any lender to the Company or the Buyer, provided such recipients are informed of the confidential nature of the Confidential Information and the provisions of this Clause 18 and instructed to comply with this Clause 18 as if they were a party to it; or

(e) the Confidential Information concerned has come into the public domain other than through that party's fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this Clause 19.5.

19.6 The provisions of this Clause 19 shall survive termination of this Deed or Completion, as the case may be.

20. TERMINATION

20.1 Written notice to terminate this Deed may be given:

(a) in accordance with Clause 7.6 or Clause 7.7;

(b) in accordance with Clause 11.6(c); or

(c) if the Milestone Condition is not satisfied by the Pre-Phase 2B Read Out Date and, as a result, within ten Business Days following the Buyer's receipt from the Company (in its capacity as a shareholder of the Company) of the final top-line Phase 2B Clinical Trial data in respect of its BPL-003 Phase 2B Clinical Trial, the Management Board and Supervisory Board change their recommendation to obtain Shareholder Approval ("**Changed Board Recommendation**").

20.2 If:

(a) any of the Conditions are not satisfied by the Longstop Date; or

(b) notice of termination is given in accordance with Clause 20.1,

then:

(c) this Deed shall cease to have effect immediately after the Longstop Date (in the case of Clause 20.2(a)) or upon delivery of such notice of termination (in the case of Clause 20.2(b)), except that the Surviving Provisions and any rights or liabilities that have accrued prior to that time shall continue in full force and effect;

(d) in the case of a notice of termination given in accordance with Clause 20.1(c), the Buyer shall, within thirty Business Days of the termination of this Deed ("**Payment Period**"), pay to the Company, a fee equal to USD 4,000,000 to be satisfied (at the Buyer's election) either in cash or through the issuance of such number of newly issued, unregistered Buyer Shares representing a total value of USD 4,000,000 calculated based on the 20 day VWAP as at the date falling 10 days after the date of the Changed Board Recommendation; and

(e) in the case of the Condition in Clause 7.1(a) not being satisfied by the Longstop Date in the absence of a Changed Board Recommendation, the Buyer shall, within the Payment Period, pay to the Company, a fee equal to USD 10,000,000 to be satisfied by a combination of:

(i) at the Buyer's election, through the issuance of number of newly issued, unregistered Buyer Shares representing a total value of up to USD 5,000,000 calculated based on the 20 day VWAP as at the date falling 10 days after the Longstop Date; and

(ii) cash equal to USD 10,000,000 less the value of any Buyer Shares to be issued pursuant to Clause 20.2(e)(i), calculated pursuant to the basis set out in Clause 20.2(e)(i),

(any Buyer Shares issued under this Clause 20.2(d) and 20.2(e), "**Break Fee Shares**"),

and the Buyer hereby irrevocably waives any right under the SSA or otherwise to fetter or prevent the transfer by the Company of any Break Fee Shares issued to the Company or onward distribution by the Company of any cash amount paid to the Company pursuant to clause (c)(e)(ii).

20.3 The Buyer shall use its reasonable best efforts (i) to file a registration statement on Form S-1 or Form S-3 in respect of any Break Fee Shares within fifteen (15) days following expiry of the Payment Period, (ii) to promptly thereafter cause the SEC to declare such registration statement effective and (iii) to maintain the effectiveness of such registration statement. The Company shall promptly provide the Buyer with information reasonably requested by the Buyer in support of the issuance and delivery of the relevant Break Fee Shares (and in no event later than five Business Days following the termination of this Deed).

20.4 If this Deed terminates due to (i) a notice of termination being given in accordance with Clause 20.1(c); or (ii) the Condition in Clause 7.1(a) not being satisfied by the Longstop Date in the absence of a Changed Board Recommendation, the Buyer undertakes:

(a) to vote (including by way of written consent and/or resolution) the Shares then held by the Buyer in favour of any proposed amendment to the Company Articles or SSA as are necessary to remove (i) the consent rights enjoyed by the Seller, a "Series C Investor Majority" or the "atai Investor Director" (as such terms are defined in the SSA) whether alone or together with others pursuant to clause 11 of the SSA; (ii) clause 13 of the SSA; (iii) clause 14 of the SSA; and (iv) article 16 of the Company Articles, provided that the SSA shall contain a requirement for the Company to provide the Buyer with its GAAP Financials no later than 15 days following each calendar quarter; and

(b) not to use its shareholder rights under the Company Articles or SSA to obstruct or otherwise block the next bona fide equity financing round of the Company following the termination of this Deed.

21. FURTHER ASSURANCE

Each party shall execute and deliver or procure the execution and delivery of, all such documents, and shall do all such things, as any other party may reasonably require for the purpose of giving full effect to the provisions of this Deed and to secure for each party the full benefit of the rights, powers and remedies conferred upon it under this Deed.

22. POWER OF ATTORNEY

22.1 From Completion and for so long after Completion as any Seller remains the registered holder of any Shares, such Seller shall appoint the Buyer to be its lawful attorney to exercise all rights in relation to all such Shares as the Buyer in its absolute discretion sees fit.

22.2 The power of attorney given in Clause 22.1 shall be irrevocable, save with the consent of the Buyer, and is given by way of security to secure the proprietary interest of the Buyer as the Buyer of the relevant Shares, but shall expire on the date on which the Buyer is entered in the register of members of the Company as holder of the relevant Shares.

22.3 For so long as the power of attorney given in Clause 22.1 remains in force, each relevant Seller undertakes:

(a) not to exercise any rights which attach to the relevant Shares or are exercisable in its capacity as registered holder of the relevant Shares without the Buyer's prior written consent;

(b) to hold on trust for the Buyer all dividends and other distributions of profits or assets received by such Seller in respect of the relevant Shares and to promptly notify the Buyer as attorney of anything received by such Seller in its capacity as registered holder of the relevant Shares;

(c) to act promptly in accordance with the Buyer's instructions in relation to any rights exercisable or anything received by it in its capacity as registered holder of the relevant Shares; and

(d) to ratify whatever the Buyer may do as attorney in its name or on its behalf in exercising the powers contained in this Clause 22.

22.4 Nothing in this Clause 22 shall require the Seller to take any action (or require it to omit to take any action) that would breach any applicable Law.

23. ENTIRE AGREEMENT AND REMEDIES

23.1 This Deed and the other Transaction Documents together set out the entire agreement between the parties relating to the subject matter of this Deed and the matters described in the other Transaction Documents and, save to the extent expressly set out in this Deed or any other Transaction Document, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

23.2 Each party acknowledges and agrees that in entering into this Deed and the Transaction Documents it has not relied and is not relying on, and shall have no claim or remedy in respect of, any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision made, whether by a party to this Deed or not, whether written or oral, express or implied and whether negligently or innocently made, which is not expressly set out in this Deed or any other Transaction Document.

23.3 Save as expressly set out in this Deed or any other Transaction Document, the only right or remedy of any party in relation to any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision set out in this Deed or any other Transaction Document shall be for breach of this Deed or the relevant Transaction Document to the exclusion of all other rights and remedies (including those in tort or arising under statute). Save as expressly set out in this Deed, no party shall be entitled to rescind or terminate this Deed in any circumstances whatsoever at any time, whether before or after Completion, and each party waives any rights of rescission or termination it may have.

23.4 If there is any conflict between the terms of this Deed and any other agreement, this Deed shall prevail (as between the parties to this Deed and as between each Seller and Optionholder and any of their respective Affiliates on the one hand and any members of the Buyer Group on the other) unless:

(a) such other agreement expressly states that it overrides this Deed in the relevant respect; and

(b) each Seller, each Optionholder and the Buyer are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Deed in that respect.

23.5 Except where expressly provided otherwise, the rights, powers, privileges and remedies provided in this Deed are cumulative and not exclusive of any rights, powers, privileges or remedies provided by Law.

23.6 This Clause 23 shall not exclude any liability for or remedy in respect of fraud.

24. POST-COMPLETION EFFECT OF AGREEMENT

24.1 Notwithstanding Completion, each provision of this Deed and any other Transaction Document not performed at or before Completion but which remains capable of performance, the Warranties and all covenants, indemnities and other undertakings and assurances contained in or entered into pursuant to this Deed or any other Transaction Document will remain in full force and effect and, except as otherwise expressly provided, without limit in time.

25. WAIVER AND VARIATION

25.1 A failure or delay by a party to exercise any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

25.2 A waiver of any right or remedy under this Deed shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

25.3 A party that waives a right or remedy provided under this Deed or by Law in relation to another party does not affect its rights in relation to any other party.

25.4 Subject to Clause 25.5, no variation or amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of each party to this Deed. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Deed, nor shall it affect any rights or obligations under or pursuant to this Deed which have already accrued up to the date of variation or amendment and the rights and obligations under or pursuant to this Deed shall remain in full force and effect except and only to the extent that they are varied or amended.

25.5 The parties agree that, should the Seller Representative or the Buyer wish to amend the approach to Optionholders pursuant to this Deed with a view to achieving a more favourable tax treatment for the Optionholders and/or the Company, the other parties shall use all reasonable endeavours to facilitate such amendment and such amendment shall be valid and binding on all parties to this Deed if duly executed in writing by and behalf of the Seller Representative and the Buyer.

26. INVALIDITY

Where any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from this Deed and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under this Deed and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Deed.

27. ASSIGNMENT

27.1 Except as provided in this Clause 27 or as the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Deed nor grant, declare, create or dispose of any right or interest in it.

27.2 The Buyer may assign the benefit of, charge or otherwise grant security over the whole or part of any of its rights in this Deed to any bank or financial institution which requires such security for the purpose of such bank or financial institution lending money or making other banking facilities available to the Buyer, by way of security, or any refinancing thereof.

27.3 This Deed shall be binding on and continue for the benefit of the successors and assignees of each party.

28. PAYMENTS, SET OFF AND DEFAULT INTEREST

28.1 Except as otherwise provided in this Deed, any payment to be made pursuant to this Deed by the Buyer to any Seller or Optionholder shall be made to the Bank Account of such Seller or Optionholder (as applicable) and any payment to be made pursuant to this Deed by any Seller or Optionholder to the Buyer shall be made to the Bank Account of the Buyer, in each case by way of electronic transfer in immediately available funds on or before the due date for payment. Receipt of such sum in such account on or before the due date for payment shall be a good discharge by the payer of its obligation to make such payment.

28.2 All payments made by any party under this Deed shall be made free from any set-off, counterclaim or other deduction or withholding of any nature whatsoever, except for deductions or withholdings required to be made by Law. If any such deductions or withholdings for or on account of Tax are required by Law to be made from any payments under Clause 4 by a Seller or Optionholder (other than any payments of interest) the amount of the payment shall be increased by such amount as will, after the deduction or withholding has been made, leave the recipient of the payment with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

28.3 If any Tax Authority brings any payment by a Seller or Optionholder into charge to Tax, then the Seller or Optionholder concerned shall pay such additional amount as will ensure that the total amount paid, less the Tax chargeable on such amount, is equal to the amount that would otherwise be payable under this Deed.

28.4 If a Seller or Optionholder makes an increased payment pursuant to clause 28.2 and the payment gives rise to a Relief for the Buyer, and a cash Tax liability for which a Group Company would otherwise have been accountable or liable to be assessed (or a cash refund of Tax is received) in respect of the accounting period in which Closing occurs or the next subsequent accounting period is or will be reduced (or extinguished) as a result of the utilisation of such Relief, the Buyer shall reimburse such Seller or Optionholder such amount as shall leave the Buyer in no worse position than it would have been in had the deduction or withholding referred to in clause 28.2 not been required. The Buyer shall promptly notify the Seller Representative of such benefit and shall make such reimbursement no later than the day falling ten Business Days after the date on which the cash Tax liability would have been payable or as the case may be the cash refund of Tax is received.

28.5 If the Buyer assigns or otherwise alienates the benefit of, its rights under this Deed or if the Buyer is or becomes liable to Tax (save as regards withholding) in any jurisdiction other than Germany, clause 28.2 shall only apply to the extent that the clause would have applied had the benefit not been so assigned or otherwise alienated and had the Buyer been so subject to Tax only in Germany.

29. NOTICES

29.1 Any notice or other communication given under this Deed or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in Clause 29.2 and served:

(a) by hand to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours;

(b) by courier (or if from any place outside the country where the relevant address is located, by air courier) to the relevant address, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;

(c) by e-mail to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when sent provided that any email sent outside Working Hours shall be deemed given at the start of the next period of Working Hours; or

(d) by any other method approved in writing by the persons to whom the notice or other communication is required to be sent for the attention of, in which case it shall be deemed to have been given upon such person(s) giving written confirmation for receipt.

29.2 Notices under this Deed shall be sent for the attention of the person and to the address or e-mail address, subject to Clause 29.3, as set out below:

For the Sellers, Optionholders and Seller Representative:

Name:	Michael Norris
Address:	[***]
E-mail address:	[***]

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

Name:	CMS Cameron McKenna Nabarro Olswang LLP
For the attention of:	John Finnemore

Address:	Cannon Place, 78 Cannon Street | London EC4N 6AF | United Kingdom
E-mail address:	[***]
Name:	Mayer Brown LLP
For the attention of:	David Bakst
Address:	1221 Avenue of the Americas, New York, New York 11021
E-mail address:	[***]

For the Buyer:

Name:	atai Life Sciences N.V.
For the attention of:	Ryan Barrett, Sean Sheppard
Address:	Wallstraße 16, 10179 Berlin, Germany
E-mail address:	[***], [***]

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

Name:	Latham & Watkins (London) LLP
For the attention of:	Nathan Ajiashvili, Robbie McLaren
Address:	99 Bishopsgate, London EC2M 3XF, United Kingdom
E-mail address:	[***], [***]

29.3 Any party to this Deed may notify each other party of any change to its address or other details specified in Clause 29.2 provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

30. COSTS

30.1 Except as otherwise provided in this Deed, each party shall bear its own costs and expenses arising out of or in connection with the preparation, negotiation and implementation of this Deed and all other Transaction Documents.

30.2 The Buyer shall bear and promptly pay all stamp duty, stamp duty reserve tax, stamp duty land tax and any other similar documentary, registration or transfer Taxes in respect of the transfer to the Buyer of Shares pursuant to this Deed. The Buyer shall be responsible for arranging the payment of all such Taxes and duties.

31. RIGHTS OF THIRD PARTIES

31.1 The specified third party beneficiaries of the undertakings referred to in Clauses 13.7 and 14.2 shall, in each case, have the right to enforce the relevant terms by reason of the Contracts (Rights of Third Parties) Act 1999.

31.2 Except as provided in Clause 31.1, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

31.3 Each party represents to each other party that their respective rights to terminate, rescind or agree any amendment, variation, waiver or settlement under this Deed are not subject to the consent of any person that is not a party to this Deed.

32. COUNTERPARTS

This Deed may be executed in any number of counterparts. Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute but one and the same instrument.

33. GOVERNING LAW AND JURISDICTION

33.1 This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

33.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

33.3 For the purposes of this Clause, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of this Deed and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

34. LEGAL EFFECT

34.1 This Deed shall take legal effect on the date of this Deed, notwithstanding that a Seller may not have executed this Deed at such time.

34.2 Prior to the Called Shareholders executing (or the Company executing as their agent) the Drag Documents, references to the Sellers herein shall be construed as referring to the Selling Shareholders only.

Omitted Schedules

Certain Schedules to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K because they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in this exhibit or the disclosure document. The registrant will furnish supplementally copies of such Schedules to the Securities and Exchange Commission or its staff upon request.

SCHEDULE 1

[PARTICULARS OF THE SELLERS]

SCHEDULE 2

[PARTICULARS OF THE COMPANY AND THE SUBSIDIARIES]

SCHEDULE 3

PRE-COMPLETION OBLIGATIONS

1. SELLERS' OBLIGATIONS

1.1 Except (i) as otherwise stated in this Deed, (ii) as contemplated by the Carve-out Steps Plan, or (iii) with the prior written consent of the Buyer, each Seller shall, from the date of this Deed until Completion:

(a) procure that no Leakage takes place;

(b) use all reasonable endeavours to procure that the services of the employees of each Group Company are retained by such Group Company so that their contracts of employment continue in force until Completion;

(c) procure that none of the Group Companies:

(i) makes any payments other than routine payments in the ordinary course of business;

(ii) engages or employs or makes any offer to employ any new persons other than to replace employees on substantially the same terms;

(iii) takes any steps, directly or indirectly, to terminate the contract of employment of any employee, or induce or attempt to induce any employee to terminate their employment, other than for gross misconduct;

(iv) makes any material changes (other than those required by Law) to the terms and conditions of employment or engagement (including the provision of any contractual or non-contractual benefits) of directors, officers, employees, consultants or advisers (including granting any new options or other entitlements under existing schemes or benefits);

(v) institutes, settles, engages, enters into or takes any material decision or takes any material action in any legal proceedings (including in relation any potential, threatened or pending legal proceedings) directed against any Group Company in relation to matters involving any holder of Shares (save where such material decision or material action is urgently required in the best interests of the Company (or any other Group Company) in circumstances in which it is not reasonable practicable to obtain the prior written consent of the Buyer, subject to the Seller Representative notifying the Buyer of such decision or action as soon as is reasonably practicable thereafter);

(vi) incurs any liability to Tax other than in the ordinary course of its business;

(vii) changes its jurisdiction of residence for Tax purposes, become resident for Tax purposes in any other jurisdiction, or establish a branch, permanent establishment or place of business outside its jurisdiction of residence for Tax purposes;

(viii) makes, changes or revokes any material Tax election, or file any Tax Return in a manner which is inconsistent with past practice;

(ix) settles or compromises any material Tax claim or assessment by a Tax Authority or consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment; or

(x) enters into any Tax consolidation (including for the avoidance of doubt a VAT group), Tax allocation agreement, Tax sharing agreement, or Tax indemnity agreement, in each case with any entity other than another Group Company;

(d) procure that each Group Company carries on its business in all material respects in the ordinary and usual course and consistent with past practice and takes all reasonable steps to preserve and protect its assets and good will, including its existing relationships with customers and suppliers;

(e) comply, and procure that the Company complies, with the SSA; and

(f) immediately upon becoming aware, notify the Buyer in writing of any event or occurrence not in the ordinary course of the Business, any inaccuracy of any of the Warranties or breach of any obligations of the Company under this Deed.

1.2 Paragraph 1.1 shall not operate so as to restrict or prevent:

(a) any matter to the extent required to comply with any requirement of applicable Law (in each case, including any rules, guidelines, requests or requirements of any Authority); or

(b) the completion or performance of any actions required or undertaken in connection with the Transaction or the Carve-out.

2. BUYER'S OBLIGATIONS

2.1 The Buyer shall use its reasonable endeavours to agree the terms of the RC Employment Agreement.

SCHEDULE 4

COMPLETION OBLIGATIONS

1. SELLERS' OBLIGATIONS

1.1 At Completion, each Seller shall (in respect of itself only):

(a) deliver to the Buyer or procure the delivery to the Buyer of:

(i) stock transfer form(s) to transfer all of its Shares into the name of the Buyer, duly executed by such Seller;

(ii) share certificates, or equivalent documents in the relevant jurisdiction, in respect of all of its Shares, or an indemnity for any lost share certificates duly executed by such Seller in Agreed Form;

(iii) such waivers or consents as the Buyer may require to enable the Buyer (or its nominees) to be registered as holders of its Shares;

(iv) a written confirmation from the Founders that the Warranty Condition is satisfied; and

(v) if such Seller is a Warrantor, a counterpart of the Completion Disclosure Letter duly executed by it.

1.2 At Completion, the Sellers shall deliver to the Buyer or procure the delivery to the Buyer of:

(a) two copies of the Data Room USB Stick;

(b) all the statutory and other books (duly written up to date) of each Group Company and all certificates of incorporation, certificates of incorporation on change of name and common seals or such equivalent items in the relevant jurisdiction as are kept by such Group Company or required to be kept by Law, to the extent not within the control of a Group Company;

(c) a counterpart of the Registration Rights Agreement;

(d) a copy of a duly executed board resolution or duly executed board minutes of the Company approving the transfers of the Shares and (subject only to due stamping) the registration, in the register of members, of the Buyer as the holder of the shares concerned;

(e) a counterpart of the Completion Disclosure Letter duly executed by it; and

(f) (subject to paragraph 2.1 of Schedule 3) a counterpart of the RC Employment Contract duly executed by Robert Conley.

2. COMPANY'S OBLIGATIONS

2.1 At Completion the Company shall deliver to the Buyer:

(a) the executed Drag Documents in respect of each holder of Shares who has not executed this Deed as at the date hereof;

(b) an executed Deed of Adherence in respect of each Optionholder who has not executed this Deed as at the date hereof;

(c) a copy of a duly executed board resolution or duly executed board minutes of such the Company approving the transfer of the Forfeited Shares to the Buyer for nil consideration and approving the execution by such any director of the Company of any documents which the Company is required execute or deliver in connection therewith; and

(d) stock transfer form(s) to transfer all of the Forfeited Shares into the name of the Buyer for nil consideration, duly executed by the Company.

3. BUYER'S OBLIGATIONS

3.1 At Completion the Buyer shall:

(a) deliver to the Sellers or procure the delivery to the Sellers of:

(i) a counterpart of the Registration Rights Agreement duly executed by the Buyer;

(ii) (subject to paragraph 2.1 of Schedule 3) a counterpart of the RC Employment Contract duly executed by the Buyer;

(iii) evidence of the Buyer Board Resolutions having been adopted; and

(iv) a copy of the minutes of the Shareholders Meeting, evidencing that the Shareholder Approval has been obtained.

SCHEDULE 5

WARRANTIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, where the context admits:

"**Accounts**" means the audited accounts of the Company excluding members of the Eleusis Group and its subsidiaries comprising an audited statement of comprehensive income, statement of financial position, statement of changes in equity and statement of cash flows for the accounting reference period ended on, the Accounts Date, together with the explanatory notes in respect of such accounts and the auditors' and directors' reports and notes on such accounts, and the unaudited annual accounts of each other Group Company for the accounting reference period ended on, the Accounts Date, in Agreed Form;

"**Accounts Date**" means 31 December 2023;

"**Act**" means the Companies Act 2006;

"**Anticorruption Laws**" means all laws, regulations, or orders relating to bribery, or corruption (governmental or commercial), including laws that prohibit the corrupt payment, offer, promise, or authorisation of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any foreign government official, foreign government employee, person or commercial entity, to obtain a business advantage, or the offer, promise, or gift of, or the request for, agreement to receive or receipt of a financial or other advantage to induce or reward the improper performance of a relevant function or activity; such as, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time, the UK Bribery Act of 2010, and any laws enacted to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries;

"**Business**" means the undertaking of pre-clinical and clinical research on psychedelic compounds for the purpose of developing such psychedelic compounds into licensed pharmaceutical medicines, and the development and/or commercialisation of such psychedelic compounds and/or pharmaceutical medicines, as more fully described in the Business Plan;

"**Business Plan**" means the investor deck of the Company in Agreed Form;

"**CTA 2010**" means the Corporation Tax Act 2010;

"**Data Protection Legislation**" means any applicable legislation relating to the processing of personal data or the protection of the privacy of individuals, including the GDPR, together with any applicable implementing or supplementary national legislation including the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as amended), together with any applicable implementing or supplementary national legislation including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); the Investigatory Powers Act 2016 and the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018;

"**GDPR**" means in each case to the extent applicable to data processing activities:

(a) Regulation (EU) 2016/679; and

(b) UK GDPR;

"**Group Product**" means any product or service designed, developed, manufactured, marketed, distributed, provided, licensed, or sold at any time by a Group Company;

"**HMRC**" means HM Revenue & Customs;

"**Intellectual Property**" means copyrights and related rights, trade marks and service marks, business and trade names, knowhow, rights in logos and get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in inventions, rights to use and protect the confidentiality of confidential information (including trade secrets and know-how), registered designs, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case which subsists now or in the future in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, and rights to apply for and be granted, renewals and extensions of, and rights to claim priority from, any such rights;

"**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003;

"**Management Accounts**" means the unaudited management accounts of the Company for the period starting on the Accounts Date and ending on the Management Accounts Date, in Agreed Form;

"**Management Accounts Date**" means 31 March 2025;

"**Sanctions**" means any laws or regulations relating to economic or financial sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;

"**Sanctions Authority**" means the United Kingdom, the European Union (or any of its member states), the United States of America and the United Nations and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, including the UN Security Council, HM Treasury, the UK Office of Financial Sanctions Implementation and Department of International Trade, OFAC and the United States Department of State;

"**Sanctions List**" means any of the lists issued or maintained by a Sanctions Authority designating or identifying individuals or entities that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the United Kingdom, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, the Consolidated United Nations Security Council Sanctions List and the Specially Designated Nationals and Blocked Persons list maintained by OFAC;

"**Sanctions Target**" means a person or entity that is either listed on, or owned or controlled by (whether directly or indirectly) or acting on behalf of a person listed on, a Sanctions List;

"**Share Option Plan(s)**" means:

(a) the share option plan(s) of the Company from time to time; and

(b) any agreement in respect of the award of shares (including restricted shares and restricted unit awards), growth shares or hurdle shares, or share option agreements of the Company, in each case as amended from time to time;

2. TITLE AND CAPACITY

2.1 Each Seller which is a legal entity is validly incorporated, in existence and duly registered under the laws of its country of incorporation.

2.2 Each Seller which is an individual:

(a) is a sophisticated individual familiar with transactions similar to those contemplated by this Deed;

(b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Shares set out against their name in Schedule 1;

(c) has independently and without reliance upon the Buyer or the Company, and based on such information and the advice (and in particular tax advice) of such advisers as such Seller has deemed appropriate, made their own analysis and decision to enter into this Deed.

2.3 Each Seller has taken all necessary action and has all requisite power and authority to enter into and perform this Deed and the other Transaction Documents in accordance with their terms.

2.4 This Deed and the other Transaction Documents constitute (or shall constitute when executed) valid, legal and binding obligations on such Seller in accordance with their terms.

2.5 The execution and delivery of this Deed and the other Transaction Documents by each Seller and the performance of and compliance with their terms and provisions will not conflict with or result in a breach of, or constitute a default under, the constitutional documents of such Seller, any agreement or instrument to which such Seller is a party or by which it is bound, or any Law, order or judgment that applies to or binds such Seller or any of its property (and there has been no breach of any applicable Laws by such Seller or its Affiliates which could have an adverse effect on this Deed, the other Transaction Documents or the Group).

2.6 No consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any Authority is required to be obtained, or made, by a Seller to authorise the execution or performance of this Deed by such Seller.

2.7 Each Seller is the sole legal and beneficial owner of the Shares set out against its name in Schedule 1 and is entitled to transfer the legal and beneficial interest in such Shares.

3. CAPITAL STRUCTURE AND CORPORATE INFORMATION

3.1 The Shares constitute the whole of the allotted and issued share capital of the Company and are fully paid and free from all Encumbrances.

3.2 Part 2 of Schedule 2 lists all the subsidiaries and subsidiary undertakings of the Company, sets out particulars of their allotted and issued share capital and are complete and accurate in all material respects.

3.3 The Company or a Subsidiary is the sole legal and beneficial owner of the whole allotted and issued share capital of each Subsidiary and all such shares are fully paid up and free from all Encumbrances.

3.4 No Group Company owns any shares in the capital of any company other than the Subsidiaries.

3.5 No person (other than a Group Company) has a right to require any Group Company to allot, issue, sell, transfer any share capital, or to convert existing securities into or to issue securities that have rights to convert into any share capital.

3.6 No commitment has been given to create an Encumbrance affecting any shares, unissued shares, debentures or other unissued securities of any Group Company, and no person has claimed any rights in connection with any of those things.

3.7 Each Seller that is not a Called Shareholder is either an "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act or not a U.S. person as such term is defined under Regulation S of the Securities Act. Each Seller that is not a Called Shareholder who is an "accredited investor" for purposes of the foregoing sentence has delivered a certification of such status to the Buyer.

3.8 No Group Company:

(a) is or has agreed to become a member of any partnership or other unincorporated association, joint venture or consortium (other than recognised trade associations);

(b) has any branch or permanent establishment outside its country of incorporation.

3.9 Each Group Company is validly incorporated, in existence and duly registered under the laws of its country of incorporation.

3.10 Schedule 10 contains a list of all Optionholders and particulars of their Share Options and is complete and accurate.

3.11 The Company has granted options over 10,307,631 Ordinary Shares for issue to its directors, employees, workers and consultants pursuant to the Share Option Plan and such options are currently outstanding.

3.12 The options over Ordinary Shares held by each director, employee, worker and consultant of the Company:

(a) are subject to lapse or forfeiture in the event such director, employee, worker or consultant is dismissed or terminated for gross misconduct, fraud, dishonesty or being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence);

(b) vest over at least a period of four years from the date of grant, with no options vesting in the first 12 months following the date of grant;

(c) are not subject to any provisions for the acceleration of vesting or other changes in the vesting provisions applying to them upon the occurrence of any event or combination of events, including upon a change of control of the Company; and

(d) were granted pursuant to the Share Option Plan on materially the same terms as the relevant template share option agreement scheduled to the Disclosure Letter.

3.13 In relation to options granted pursuant to the Share Option Plan that are intended to qualify as enterprise management incentive options:

(a) the Company granted options at or above the agreed actual market value and within the 60 or 90 day valuation window, as applicable;

(b) the Company granted options only to eligible employees and made a declaration of committed time in accordance with Schedule 5 of ITEPA;

(c) all option grants have been validly notified to HMRC within 92 days of the relevant date of grant;

(d) the market value for all option grants was agreed in writing with HMRC prior to grant (on an appropriate basis);

(e) the options met, at the time of grant, and continue to meet (or, if already exercised, continued to meet until the time of exercise) all of the requirements for enterprise management incentive options under Schedule 5 of ITEPA;

(f) all registrations, notifications and declarations have been made to HMRC within the relevant time period and no penalties have arisen or are expected to arise in respect of any such registrations, notifications and declarations; and

(g) the option holders have fully indemnified the Company to the fullest extent permitted by law in relation to any tax liabilities, including Employer's NICs, that may arise in connection with any granted option.

3.14 All HMRC annual share scheme returns in respect of the Share Option Plan have been correctly completed and returned to HMRC within the relevant time period and no interest or penalties have arisen or are, so far as the Warrantors are aware, expected to arise in respect of any returns.

4. CONSTITUTIONAL AND CORPORATE DOCUMENTS

4.1 Copies of the articles of association of each Group Company (or any equivalent documents for each Group Company incorporated outside of England and Wales) are included in the Data Room.

4.2 In the three years prior to the date of this Deed, all returns, particulars and resolutions which each Group Company is required by Law to file with or deliver to any Authority in its jurisdiction of incorporation (including the Registrar of Companies in England and Wales or any applicable overseas equivalent) have been filed or delivered.

4.3 All statutory books and registers required to be maintained by each Group Company under the law of its jurisdiction of incorporation are in the possession or under the control of the Group Company to which they relate and are properly written up in all material respects. No notice has been received or allegation made that any such books or registers are incorrect or should be rectified.

5. INSOLVENCY

5.1 No receiver or administrative receiver or manager or receiver and manager or trustee or similar person has been appointed over the whole or any part of the assets or undertaking of any Group Company. No administrator has been appointed in respect of any Group Company, nor has any administration order been made in respect of any Group Company and no petition or application for such an order or any notice of appointment of, or of any intention to appoint, an administrator has been threatened, presented, made, served or filed.

5.2 No voluntary arrangement, compromise, composition, scheme of arrangement, standstill agreement, deferral, rescheduling or other readjustment or reorganisation or other arrangement between any Group Company and its creditors (or any class of them) has been proposed or approved by any Group Company other than in the ordinary and usual course of trading.

5.3 No petition has been threatened or presented against any Group Company by any third party and no order has been made, no resolution has been passed and no meeting has been convened for the purpose of winding up any Group Company or for the appointment of a provisional liquidator or special manager to any Group Company.

5.4 No step has been taken with a view to the dissolution or striking-off the register of any Group Company.

5.5 No event or circumstance has occurred or exists in respect of any Group Company analogous to those described in paragraphs 5.1 to 5.4 above.

5.6 No Group Company has stopped paying its debts as and when they fall due.

6. AGREEMENTS AND CAPITAL COMMITMENTS

6.1 The Company has Disclosed all material liabilities of the Company.

6.2 The Company:

(a) has no material capital commitments;

(b) is not party to any contract, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of an unusual, onerous or long-term nature or which involves or could involve a material obligation or liability;

(c) has not become bound and no person has become entitled (or with the giving of notice and/or the issue of a certificate and/or the passage of time or otherwise may become entitled) to require it to repay any loan capital or other debenture, redeemable preference share capital, borrowed money or grant made to it by any governmental or other authority or person prior to the stipulated due date;

(d) is not a party to any agreement which is or may become terminable as a result of the entry into or completion of this Deed;

(e) is not a party to any agreement that involves the licence of any Intellectual Property to or from the Company or the grant of rights to manufacture, produce, assemble, license, market, or sell any Group Product to any other person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell any Group Product;

(f) is not a party to any agreement which involves the grant of any sole or exclusive rights by or to the Company, or restricts the freedom of the Company to carry on the whole or any part of its business in any part of the world in such manner as it thinks fit;

(g) is not a party to any agreement which involves agency or distributorship, partnership, joint venture, consortium, joint development, profit sharing, shareholders or similar arrangements or requires the Company to pay any commission, finders' fee, royalty or a similar payment;

(h) has not entered into any agreement which requires or may require, or confers any right to require, the sale (whether for cash or otherwise) or the transfer by it of any asset;

(i) is not in default of any agreement or arrangement to which it is a party and, so far as the Warrantors are aware, there are no circumstances likely to give rise to any such default; or

(j) is not bound by any guarantee or contract of indemnity or suretyship under which any liability or contingent liability is outstanding.

6.3 The Company's agreements are in full force and effect and are binding on the parties to them. No notice of termination of any agreement has been received or served by the Company and there are no grounds for termination, rescission, avoidance, repudiation or a material change in the terms of any such agreement. There are no pending or threatened disputes in relation to any agreement.

6.4 The Company has not been and is not currently a party to any contract or arrangements binding upon it for the purchase or sale of property or the supply of goods or services at a price different to that reasonably obtainable on an arm's length basis.

7. BUSINESS PLAN

7.1 The Business Plan has been diligently prepared and the Company believes that, as at the date of this Deed, it represents a realistic plan in relation to the future progress, expansion and development of the Business.

7.2 All factual information contained in the Business Plan was when given and, so far as the Warrantors are aware, is at date of this Deed, true and accurate in all material respects and not misleading.

7.3 The financial forecasts, projections or estimates contained in the Business Plan have been diligently prepared in good faith and, so far as the Warrantors are aware, have not been disproved in the light of any events or circumstances which have arisen subsequent to the preparation of the Business Plan up to the date of this Deed.

8. ASSETS, DEBTS AND STOCK

8.1 The Company has not granted any security over any part of its undertaking or assets.

8.2 The assets and rights owned by, leased or licensed to the Company, together with any assets held under a finance lease, hire purchase agreement, rental agreement or credit sale agreement, comprise materially all of the assets and rights necessary for the Company to operate its business, as carried on at the date of this Deed, and to fulfil all of its existing agreements and material commitments.

8.3 All assets used by and all debts due to the Company or which have otherwise been represented by the Company as being its property or due to it or used or held for the purposes of its business are at the date of this Deed its absolute property and none is the subject of any Encumbrance (save in respect of liens arising in the normal course of trading) or the subject of any factoring arrangement, hire-purchase, retention of title, conditional sale or credit sale agreement and, so far as the Warrantors are aware, there are no material debts owing to the Company which are unlikely to be realised for their full value, subject to the Company's ordinary course allowance for doubtful accounts.

8.4 The present stock and work-in-progress of the Company is in good condition and is (or will be once completed) capable of being sold profitably.

8.5 Each asset needed for the proper conduct of the Business is in good repair and working order (fair wear and tear excepted).

9. BORROWINGS AND FACILITIES

Full details of all limits on the Company's bank overdraft facilities and all borrowings of the Company are set out in the Disclosure Letter and the Company is not in breach of any of the terms of any such agreement and none of such facilities or terms of borrowing will be terminated as a result of the entry into of this Deed.

10. ACCOUNTS

10.1 The Accounts have been prepared in accordance with accounting principles, standards and practices which are generally accepted in the United Kingdom and on the same basis and in accordance with the same accounting policies as the corresponding accounts for the preceding financial years, and give a true and fair view of the state of affairs of the Company at the accounts date and of the profits and losses for the period concerned.

10.2 The Management Accounts of the Company have been prepared in accordance with good accounting practice on a basis consistent with past practice, reasonably reflect the financial affairs of the Company at the date to which they have been prepared and are not inaccurate or misleading in any material respect.

11. EVENTS SINCE THE MANAGEMENT ACCOUNTS DATE

11.1 Since the Management Accounts Date:

(a) the Company's business has been carried on in the ordinary course and so as to maintain the same as a going concern;

(b) there has been no material adverse change or material deterioration in the financial or trading position or prospects of the Company's business and no such change is expected;

(c) the Company has not acquired or disposed of or agreed to acquire or dispose of any business or any material asset (other than in the ordinary course of the business carried on by it) or assumed or acquired any material liability (including a contingent liability);

(d) no dividend or other distribution (as defined by sections 1000, 1064 and 455, 459, and 460 of the CTA 2010) has been declared, made or paid by the Company to its members nor has the Company repaid any loan capital or other debenture;

(e) no change has been made (or agreed to be made) in the emoluments or other terms of employment of any directors of the Company nor has the Company paid any bonus or special remuneration to any the Company's directors;

(f) the Company has not borrowed monies (except in the ordinary course of the business carried on by it or from its bankers under agreed loan facilities);

(g) no employee at management grade or in a senior capacity has been dismissed or made redundant nor has the Company taken or omitted to take any action which would entitle any such employee to claim that they have been constructively dismissed; and

(h) the Company has not incurred any material liabilities or obligations, contingent or otherwise, other than:

(i) liabilities and obligations incurred in the ordinary course of business since the Management Accounts Date; or

(ii) liabilities and obligations that would not be required under accounting principles, standards and practices which are generally accepted in the United Kingdom to be disclosed on a balance sheet of the Company if one were prepared as of the date of this Deed; and

(i) there are no existing or pending legal action, proceeding or arbitration which is either in progress or is threatened or any judgement or ruling against the Company which affects (or may affect) the Business of the Company or any part of it.

12. TAXATION

12.1 The Company has duly and punctually made all Tax Returns and given or delivered all notices, accounts and information in respect of Tax which ought to have been made within the last four years and is not and has not been involved in any dispute within the last four years with any Tax Authority concerning any matter likely to affect in any way the liability (whether accrued, contingent or future) of it to Taxation and the Warrantors are not aware of any matter which, so far as they are aware, may lead to such dispute.

12.2 The Company has, within the last four years, duly paid or fully provided for all Taxation for which it is liable to have paid and so far as the Warrantors are aware, there are no circumstances in which interest or penalties in respect of Taxation not duly paid could be charged against it in respect of any period prior to Completion.

12.3 All Taxation due in respect of payments made by the Company to any person, which ought to have been made under deduction or withholding of Taxation within the last four years, has been properly deducted or withheld and accounted for to the appropriate Tax Authority from all such payments made.

12.4 No directors, officers or employees of the Company have received any securities, interests in securities or securities options in the Company as defined in Part 7 of ITEPA.

12.5 All directors, officers and employees of the Company who have received any securities or interests in securities falling within Chapter 2 of Part 7 of ITEPA have entered into elections jointly with the Company under section 431(1) of ITEPA within the statutory time limit and details of any such directors, officers and employees and the elections entered into are provided in the Disclosure Letter.

12.6 All acquisitions or disposals of assets by the Company and all supplies of services by and to the Company within the last four years have occurred at arm's length and for a consideration at market value.

12.7 The Company is, and always has been, resident only in its jurisdiction of incorporation for Taxation purposes and the Company is not and has not been subject to Taxation in any jurisdiction other than its jurisdiction of incorporation. The Company does not have, and has not in the past had, a branch or permanent establishment in a jurisdiction other than its jurisdiction of incorporation.

12.8 The Company has not, within the last four years, entered into or been a party to any schemes or arrangements designed partly or wholly for the purpose of it or any other person avoiding Taxation.

12.9 The Company has never filed IRS Form 8832 (or any IRS successor form) with the United States Internal Revenue Service (the "**IRS**") electing an "entity classification" for United States tax purposes.

12.10 The Company is not treated as a fiscally transparent entity, in its jurisdiction of tax residence.

12.11 The Company has never filed United States federal income tax returns or state tax returns in any state in the United States.

12.12 Any current or former Group Company that was formed in any state in the United States was formed by the Company and has, at all times, been directly or indirectly wholly-owned by the Company.

12.13 The Company has never filed an election with the IRS electing to become subject to United States tax.

13. CONTRACTS WITH CONNECTED PERSONS

13.1 There are no loans made by the Company to any of its directors or shareholders and/or any person connected with any of them and no debts or liabilities owing by the Company to any of their respective directors or shareholders and/or any person connected with them as aforesaid.

13.2 There are no existing contracts or arrangements to which the Company is a party and in which any of their respective directors or shareholders and/or any person connected with any of them is interested.

13.3 There are no agreements between: (i) the Founders; (ii) so far as the Warrantors are aware, any of the Shareholders in relation to the Company; or (iii) any of the Founders and the Company, other than this Deed and the SSA.

14. INTELLECTUAL PROPERTY

For the purposes of this paragraph 13.3:

"**Business IP**" means all Intellectual Property which has in the last two years been used or intended to be used in, or in connection with, the business of the Company;

"**Cloud Infrastructure**" means any information technology services and/or systems provided to or accessed by the Company over the internet which are necessary for the Company to conduct its business;

"**Computer Data**" means the computer-readable information or data controlled or used by the Company and stored in electronic form;

"**Computer Hardware**" means the computer hardware, firmware, equipment and ancillary equipment (other than the Computer Software and Computer Data) owned or used by the Company;

"**Computer Software**" means the computer programs owned by or licensed to the Company;

"**Computer System**" means the Computer Hardware, Computer Data and Computer Software, but in each case excluding the Cloud Infrastructure;

"**Open Source Code**" means any software code that is distributed as "free software" or "open source software" or is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software, which Open Source Code includes software code that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, BSD License, Artistic License, or Sun Community Source License; and

"**Owned Business IP**" means all Business IP owned by the Company or which the Company purports to own.

14.1 The Intellectual Property listed in the Disclosure Letter is a complete and accurate list of:

(a) all of the registrable Intellectual Property owned (or applied for) by each Group Company; and

(b) the material unregistrable Intellectual Property owned by each Group Company.

14.2 The Group Companies have taken all reasonable steps necessary or reasonably desirable (given the stage and resources of the Group) for the fullest protection of all Owned Business IP and no Group Company has granted any rights to third parties in relation to any Owned Business IP, other than rights granted in respect of commercially available software products under standard end-user object code license agreements.

14.3 So far as the Warrantors are aware, the operations of the Group and any products or services supplied by the Group do not use or infringe the Intellectual Property rights of any person.

14.4 The Business IP comprises all rights and interests in Intellectual Property necessary for the carrying on of the business of the Group in the manner and to the extent to which it is presently conducted or which are likely to be material to business of the Group in order for it to carry on the business in the manner contemplated in the Business Plan.

14.5 All Business IP:

(a) is (or in the case of applications will be, subject to the same being granted) legally and beneficially vested exclusively in a Group Company free from Encumbrances;

(b) is licensed to a Group Company by third parties by way of a written agreement and/or licence which enables the Group Company to use the Intellectual Property as it requires in the ordinary course of its business; or

(c) is readily available for licence on commercially reasonable terms.

14.6 Each employee, worker and consultant of the Group has entered into agreements with a Group Company which assign to the Group Company the ownership of any and all Intellectual Property created by the employee, worker or consultant in the course of and during the term of the employee's employment or the worker or consultant's engagement with the Group Company and require the employee, worker or consultant to assign the ownership of all such Intellectual Property to the Group Company in so far as ownership of such Intellectual Property is not already vested in a Group Company.

14.7 All Owned Business IP which is registered in the name of a Group Company, or in respect of which a Group Company has made application for registration, is:

(a) legally and beneficially vested in a Group Company; and

(b) so far as the Warrantors are aware, valid and enforceable and not subject to any claims of opposition from any third party.

14.8 All renewal fees in respect of any Owned Business IP registered or applied for in the name of each Group Company have been duly paid, and all other steps required for the maintenance and protection of such Owned Business IP have been taken, in any jurisdiction in which it is registered.

14.9 So far as the Warrantors are aware:

(a) nothing has been done or omitted to be done by any person whereby any Business IP has ceased or might cease to be valid and enforceable or whereby any person is or will be able to seek cancellation, rectification or any other modification of any registration of any Business IP; and

(b) no person other than a Group Company has registered or applied to register in any country any Owned Business IP.

14.10 No Owned Business IP is:

(a) so far as the Warrantors are aware, being (or has been) infringed, opposed, misappropriated or used without permission by any other person; or

(b) so far as the Warrantors are aware, subject to any Encumbrance, licence, estoppel or authority or similar right in favour of any other person, except as set out in the Disclosure Letter,

and no written claims have been received by a Group Company which might be material to the truth and accuracy of any of the above.

14.11 So far as the Warrantors are aware, no moral rights have been asserted which would affect the use of any Owned Business IP.

14.12 All material licences, agreements and arrangements relating to the Business IP entered into by each Group Company in respect of which a Group Company is a licensor, a licensee or otherwise a party have been entered into in the ordinary course of business, are in full force and effect and no notice has been given on either side to terminate any of them; and, so far as the Warrantors are aware, the obligations of all parties under each of the same have been materially complied with and no disputes exist in respect of any of them.

14.13 So far as the Warrantors are aware, neither entering into nor compliance with this Deed, is likely to result in a breach of, or give any third party a right to terminate or vary any material licence or other material agreement in respect of any Business IP.

14.14 No Group Company has misused or knowingly disclosed or permitted to be misused or disclosed to any person (other than disclosure to the Sellers and to their agents, employees or professional advisers) any of the Group's know-how, trade secrets, confidential information or lists of customers or suppliers, except properly and in the ordinary course of business, and on the basis that such disclosure is to be treated as confidential.

14.15 So far as the Warrantors are aware, none of the Group's know-how, trade secrets, confidential information or lists of customers or suppliers has been subject to unauthorised access by a third party.

14.16 So far as the Warrantors are aware, there are no third party claims that any domain name registered by any Group Company is in infringement of a third party's domain name or other Intellectual Property rights.

14.17 Each Group Company is in possession of the source code to any software in which they own the copyright and, so far as the Warrantors are aware, no third party has a copy of that source code.

14.18 No Group Product contains, is derived from, is distributed with, or is being or was developed using Open Source Code that is licensed under any terms that:

(a) impose a requirement or condition that any Group Product or part thereof:

(i) be disclosed or distributed in source code form;

(ii) be licensed for the purpose of making modifications or derivative works; or

(iii) be redistributable at no charge; or

(b) otherwise impose any other material limitation, restriction, or condition on the right or ability of any Group Company to use or distribute any Group Product or to enforce Intellectual Property.

14.19 Other than Off-the-Shelf Software, the Group owns the Computer System free from Encumbrances.

14.20 The Group has in place adequate back-up, maintenance, support, disaster recovery and other systems and procedures (details of which have been provided to the Buyer) to enable its business to continue without material adverse change in the event of a failure of the Computer System.

14.21 During the three years prior to the date of this Deed, the Computer System has not:

(a) failed to function in any way that has had a material adverse effect, including in a manner which is materially defective or involves the suffering of significant or repeated disruption of use;

(b) been infected by any software virus;

(c) suffered any significant security breaches (including data breaches or related information security incidents); or

(d) been accessed by any unauthorised person, as far as the Warrantors are aware.

14.22 The Cloud Infrastructure:

(a) is provided to the Group by a reputable provider of the relevant services on generally available commercial terms;

(b) has not suffered any material outages, material periods of unscheduled downtime or other material periods of unavailability; and

(c) has not, so far as the Warrantors are aware, been affected by any breach or compromise in security or any incident where a Group Company's data has been lost, destroyed, degraded, corrupted, accessed, transferred, processed or disclosed accidentally or in an unauthorised or unlawful way.

14.23 Together, the Computer System and the Cloud Infrastructure comprise all computer hardware, firmware, and software (including source code and object code) which are necessary to enable the Group to carry on its business.

15. EMPLOYMENT

15.1 A list of the jurisdictions in which the Company's employees, workers and consultants are (so far as the Warrantors are aware) ordinarily resident is Disclosed.

15.2 The Company does not owe any amount to, nor does it have any outstanding obligations in respect of, any of its present or former directors, employees, or shareholders other than remuneration accrued during the month in which this Deed has been entered into.

15.3 Save as Disclosed, there is not in existence nor is it proposed to introduce any share incentive, share option, profit sharing, bonus, or other incentive arrangements for or affecting any employees or former employees.

15.4 There are no agreements or arrangements in relation to which the Company has incurred, will incur or could incur any liability or responsibility for or in relation to the provision of any pensions, allowances, lump sums gratuities or other like benefits on redundancy, retirement, withdrawal from service or on death or during periods of sickness or disablement or accident for or in respect of any director, or former director or employee or former employee of the Company or any person who has at any time agreed to provide services to the Company or any dependents of any such persons and no proposals or announcements have been made about the introduction, continuance, variation of, or payment of any contribution towards any such agreements or arrangements.

15.5 There are no agreements or other arrangements (binding or otherwise) or outstanding or anticipated claims or disputes between the Company and any trade union or other body representing all or any of the employees of the Company.

15.6 The engagement of each employee, worker and consultant of the Company may be terminated by not more than 12 weeks' notice in the United Kingdom or not more than the applicable statutory minimum notice period elsewhere given at any time without liability for any payment, compensation or damages. No gratuitous payment has been made or promised in connection with the actual or proposed termination or suspension of employment or variation of any contract of employment or of any contract for services of any present or former director, employee, worker or consultant of the Company.

15.7 No notice to terminate the contract of any employee, worker or consultant of the Company (whether given by the Company or by the employee, worker or consultant) is pending, outstanding or has been threatened in writing.

15.8 No person has been or is employed as an employee or engaged as a worker or consultant by the Company in breach of any applicable immigration law.

15.9 The Company has obtained legal advice on the appropriate classification of its employees, workers and consultants and has at all times acted in accordance with such advice.

15.10 There are no outstanding or ongoing:

(a) proceedings or live disciplinary warnings in place whether or not brought under the Company's grievance and disciplinary policy in relation to any of the Company's directors, employees, workers or consultants;

(b) actual or pending allegations, complaints or claims of workplace misconduct (including bullying, harassment, sexual harassment, theft, fraud) received or made by the Company concerning any of its directors, employees, workers or consultants; or

(c) grievances, complaints, disputes, claims or legal proceedings brought or threatened in writing against the Company by any person currently or previously employed or engaged by the Company,

and there are no current facts or circumstances which, so far as the Warrantors are aware, could lead to any of the above.

15.11 So far as the Warrantors are aware, the Company has at all times complied with its obligations under all applicable pensions laws and regulations and the documentation governing any pension schemes to which it contributes and/or participates.

16. DATA PROTECTION

16.1 In respect of any personal data processed by the Company, so far as the Warrantors are aware, the Company is currently in compliance with the Data Protection Legislation in all material respects. In particular, the Company:

(a) has provided data subjects with appropriate privacy notices explaining its processing activities as required under the Data Protection Legislation and ensures that it processes personal data in a manner consistent with those notices;

(b) has a lawful basis for processing the personal data and if consent is being relied on, it ensures that such consent is freely given, specific, informed and clear and that the data subject has the ability to easily withdraw their consent in accordance with the Data Protection Legislation;

(c) has maintained records of all its personal data processing activities as required by the Data Protection Legislation;

(d) has implemented (and procured that any parties to which it transfers the personal data have implemented) appropriate measures to ensure the security of the personal data and to protect it from unauthorised or unlawful processing or accidental loss, destruction or damage (including the implementation of a security breach and disaster recovery plan made in accordance with good industry practice);

(e) has appointed a data protection officer, where required under Data Protection Legislation, and notified such appointment to the Information Commissioner's Office;

(f) has in place appropriate measures to comply with any data subject requests submitted to it and has complied with and responded to all such requests within the time frame stipulated in the Data Protection Legislation;

(g) does not send unsolicited electronic marketing messages other than in accordance with the Data Protection Legislation and all other applicable codes of practice including obtaining any necessary consents;

(h) does not (and procures that any parties to which it transfers the personal data do not) transfer personal data outside of the European Economic Area or the United Kingdom other than as permitted under the Data Protection Legislation; and

(i) has paid the data protection fee to the Information Commissioner, where required under the Data Protection Legislation.

16.2 With respect to Data Protection Legislation:

(a) the Company has not received or is aware of a fact or circumstance that may lead to any complaint, notice, request, communication, claim, enforcement action (including any fine or other sanction), investigation or other correspondence from any supervisory authority, data subjects, or any other person, relating to a breach or alleged breach of applicable Data Protection Legislation; and

(b) so far as the Warrantors are aware, there has not been any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data processed by or on behalf of the Company ("personal data breach") which is not fully described in the Company's record of personal data breaches, maintained in accordance with Data Protection Legislation which is available on request to the Buyer.

16.3 For the purpose of this paragraph 16, the terms "personal data", "data subject", "processing", "controller", "processor", "personal data breach" and "supervisory authority" have the meanings given to them in the GDPR.

17. RECORDS AND REGISTERS

17.1 The statutory books, registers and minute books of the Company are duly written up and maintained in accordance with all legal requirements applicable thereto and contain accurate records of all matters required to be dealt with therein and all such books and all records and documents (including documents of title) which are its property are in its possession or under its control.

17.2 The Company is not aware of any outstanding matter required to be entered in any of its statutory books, registers or minute books which has not been so entered at the date of this Deed.

17.3 All accounts, documents and returns required to be delivered or made to the Registrar of Companies have been duly and correctly delivered or made. There has been no notice of any proceedings to rectify the register of members of the Company or the Company's PSC register and, so far as the Warrantors are aware, there are no circumstances which might lead to any application for rectification of the register of members or the PSC register, in each case, which would lead to a successful application for rectification.

17.4 The Company has not made (or withdrawn) an election to keep information in its register of members, PSC register, register of directors, register of directors' residential addresses or register of secretaries on the central register at Companies House.

17.5 The Company has not issued any warning notice or restrictions notice under Schedule 1B of the Act.

18. PROPERTIES

18.1 Other than the Properties, no Group Company has any interest in any real property.

18.2 Schedule 7 sets out the following details in respect of any real property that each Group Company leases or licenses: (a) the name of the lessor or licensor; (b) the title and date of the lease agreement or license; (c) the postal address of the property; and (d) the monthly rent or licence fee.

18.3 Each Group Company is in material compliance with all leases and licences in respect of the Properties and holds a valid leasehold interest or licence (as applicable) free of any Encumbrances other than those of the lessors of such properties.

18.4 There are no outstanding liabilities (actual, anticipated or contingent) in relation to any of the Properties (including outstanding rent reviews and future duties to reinstate alterations) or in relation to any property formerly owned or occupied by any Group Company.

19. INSURANCE

The Disclosure Letter contains accurate details of all insurance policies held by the Company. In respect of such policies:

(a) all premiums have been duly paid to date;

(b) all such policies are in full force and effect and are not voidable on account of any act, omission or non-disclosure on the part of the insured party nor could they be declared null and void or as a consequence of which any claim might be rejected;

(c) such policies cover the Company's business and assets against all risks which would normally be insured against by companies carrying on a similar business to the Company and/or having similar assets; and

(d) there are no circumstances which would or might give rise to any claim and no insurance claim is outstanding.

20. LITIGATION

20.1 Neither the Company nor, so far as the Warrantors are aware, any person for whose acts and defaults the Company may be vicariously liable, is at present engaged whether as claimant, defendant or otherwise in any legal action, proceeding or arbitration which is either in progress or is threatened or, so far as the Warrantors are aware, is pending or is being prosecuted for any criminal offence and no governmental, regulatory or official investigation or inquiry concerning the Company is threatened or in progress or so far as the Warrantors are aware pending.

20.2 So far as the Warrantors are aware, there are no circumstances likely to lead to any such claim or legal action, proceeding or arbitration, prosecution, investigation or inquiry.

20.3 Neither the Company nor, so far as the Warrantors are aware, any person acting for or on behalf of the Company is being prosecuted for an offence, nor, so far as the Warrantors are aware, are they or have they been the subject of any investigation, or inquiry by, or on behalf of, any governmental, administrative or regulatory authority, in respect of any offence or alleged offence, under the Bribery Act 2010 or under applicable anti-corruption laws or regulations of any other jurisdiction, and so far as the Warrantors are aware, there are no circumstances likely to give rise to any such prosecution, investigation or inquiry.

21. PRIOR SHAREHOLDERS' AGREEMENTS

21.1 The Company has no outstanding liabilities under or in respect of any agreement between the Company and its shareholders.

21.2 No claims have been brought against the Company under or in respect of any agreement between the Company and its shareholders and, so far as the Company is aware, no facts, matters or circumstances exist that are reasonably likely to give rise to any such claims.

22. STATUTORY AND LEGAL REQUIREMENTS

22.1 All statutory, governmental, court, regulatory and other requirements applicable to the carrying on the business of the Company, the formation, continuance in existence, creation and issue of securities, management or operation of the Company have been complied with, and all permits, authorities, licenses, registrations, certifications and consents ("**Permits**") required for the Company to conduct its business have been obtained, are valid and subsisting and all conditions applicable thereto have been complied with.

22.2 No proceeding is pending, or so far as the Warrantors are aware, threatened, regarding the revocation, suspension, modification, cancellation or non-renewal of any Permits or any Group Company's compliance with the conditions applicable to any Permit. No notice has been received by any Group Company which indicates that any Permits are likely to be revoked, suspended, altered, or cancelled or not renewed on the same or similar terms, in whole or in part in the ordinary course of events (whether as a result of the Transaction or otherwise) and, so far as the Warrantors are aware, there are no circumstances which might lead to the revocation, suspension, alteration, non-renewal or cancellation of any such Permits, nor is there any agreement which materially restricts the fields within which the Company may carry on its Business.

22.3 There has been no clinical hold, termination or suspension of any clinical trial, market withdrawal, recall or corrective action in respect of any of the Group's products or any material deficiencies, shortcomings or critical findings resulting from any Authority, customer or other inspection or audit of any Group Company, the Properties or any activities of the Business and, so far as the Warrantors are aware, there are no circumstances otherwise existing which could lead to any of the foregoing.

22.4 No Group Company has received any notice from an Authority or any customer, patient or any other person alleging any defect, lack of safety, efficacy or regulatory compliance or any other quality or safety issues with respect to any product (each a "**Safety Notice**") and so far as the Warrantors are aware, there are no circumstances otherwise existing which could lead to such Safety Notice.

22.5 There have been no product liability claims by any person against any Group Company with respect to any product and, so far as the Warrantors are aware, there are no circumstances otherwise existing which could lead to any such product liability claim.

22.6 The Data Room includes: (a) copies of all material complaints, warning letters, notices of alleged defect or adverse reaction and Safety Notices with respect to each of the Group's products that have been issued or received in writing by any Group Company; (b) details of any, inspections, audits, investigations, enquiries or notifications from any Authority or other person with respect to the Group's products; (c) details of all clinical and post-marketing studies conducted by or on behalf of our sponsored by a Group Company and, so far as the Warrantors are aware, no such studies or tests have been or are required by any Authority in relation to the Business or any product; and (d) all material information available to any Group Company concerning the safety, efficacy, side effects or toxicity of any product.

22.7 No Group Company is a party to, and no Group Company has, any reporting obligations under any corporate integrity agreements, monitoring agreements, deferred prosecution agreements, consent decrees, settlement orders or similar requirements with or imposed by any Authority.

23. NATIONAL SECURITY LEGISLATION

23.1 So far as the Warrantors are aware, having taken legal advice, the business of the Company as at the date of this Deed, does not fall within the scope of any of the 17 sectors set out in The National Security and Investment Act 2021 (Notifiable Acquisition) (Specification of Qualifying Entities) Regulations 2021.

23.2 The Company does not have operations in the US or, to the extent the Company has operations in the US, so far as the Warrantors are aware, having taken legal advice, it is not a "TID U.S. Business" as defined in the 31 CFR 800.248.

23.3 The Company does not: (i) produce, design, test, manufacture, fabricate, or develop any "critical technologies," as that term is defined in 31 C.F.R. § 800.215; (ii) perform any of the functions as set forth in column 2 of Appendix A to 31 C.F.R. Part 800 with respect to "covered investment critical infrastructure," as defined in 31 C.F.R. § 800.212; or (iii) maintain or collect, directly or indirectly, "sensitive personal data," as defined in 31 C.F.R. § 800.241, of U.S. citizens.

24. SANCTIONS

24.1 Neither the Company nor, so far as the Warrantors are aware, any of the Company's directors, officers or employees is or has, in relation to the Business, in the period of two years prior to the date of this Deed been engaged or involved in, or otherwise subject to, any of the following matters (the "**Sanctions Proceedings**"):

(a) any litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings) in any jurisdiction; or

(b) any investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority in any jurisdiction,

in each case relating to, or in connection with, any actual or alleged contravention of applicable Sanctions.

24.2 So far as the Warrantors are aware, no Sanctions Proceedings have been threatened or are pending against the Company or the Company's directors, officers or employees and so far as the Warrantors are aware, there are no circumstances likely to give rise to any such Sanctions Proceedings.

24.3 Neither the Company nor, so far as the Warrantors are aware, any of the Company's directors, officers, or employees is:

(a) a Sanctions Target; or

(b) engaging, or has engaged, in any conduct, operations, transactions or dealings that could reasonably be expected to result in it becoming a Sanctions Target.

24.4 Neither the Company nor, so far as the Warrantors are aware, any of the Company's directors, officers or employees, has conducted or engaged, or is currently conducting or engaging, (in each case directly or indirectly) in any operations, activities, transactions or dealings with, or for the benefit of, a Sanctions Target.

25. BRIBERY, CORRUPTION AND EXPORT CONTROLS

25.1 No Group Company nor any of their respective directors, officers, employees, agents, representatives or any other person acting on a Group Company's behalf is engaged (in such capacity) in any conduct, activity or omission which would constitute non-compliance with or an offence under any Anticorruption Law.

25.2 In the three years prior to the date of this Deed no Group Company has conducted or initiated any internal investigation or made a voluntary, directed or involuntary disclosure to any Authority or similar agency with respect to any alleged or suspected conduct, activity or omission arising under or relating to any non-compliance with or offence under any Anticorruption Law.

25.3 The Group has instituted and maintains adequate policies and procedures which are reasonably designed to promote and achieve material compliance with Anticorruption Laws and Sanctions Laws, including by preventing any persons who perform services for or on behalf of the Group from bribing another person (within the meaning given in s.7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of business of the Group.

25.4 The Group has instituted and maintained an anonymous reporting facility or whistle-blowing hotline, pursuant to which any suspected, alleged or actual breaches of any applicable Laws (including without limitation any Sanctions Laws or Anticorruption Laws) can be reported, and no breaches of any applicable Laws have been identified as a result of such reports.

SCHEDULE 6

LIMITATIONS ON LIABILITY

Part 1

1. LIMITS ON SELLER LIABILITY

1.1 The limitations set out in this Part 1 of Schedule 6 shall not apply to any Claim which is the consequence of fraud, dishonesty, wilful concealment or wilful misrepresentation by or on behalf of the Warrantors or Sellers (as applicable).

1.2 The maximum aggregate liability of each Seller for all Seller Warranty Claims shall not exceed an amount equal to, in respect of each Seller, 100% of the Consideration actually received by such Seller.

1.3 The maximum aggregate liability of each Warrantor:

(a) for all Business Warranty Claims (excluding Fundamental Warranty Claims) and Tax Claims shall not exceed an amount equal to, in respect of each Warrantor, 10% of the Consideration actually received by such Warrantor; and

(b) for all Fundamental Warranty Claims, shall not exceed an amount equal to, in respect of each Warrantor, 100% of the Consideration actually received by such Warrantor.

1.4 Subject to any limitation under applicable Law, each Warrantor may settle any Claim by transferring fully paid-up Consideration Shares to the Buyer for no consideration, and the Buyer shall acquire such paid-up Consideration Shares from the respective Warrantor for no consideration (*verkrijging om niet*). The number of Consideration Shares to be transferred to the Buyer to settle the Claim, shall be determined by dividing the amount of the Claim by the higher of (i) the price per Consideration Share as at 4pm (Eastern Time) on Nasdaq as reported by Bloomberg or another reputable source selected by the Buyer on the date of Completion and (ii) the 20-day VWAP of the Buyer's publicly traded shares as at the date of the adjudication or settlement of such Claim, in each case rounding down any fractional entitlement to the nearest whole Consideration Share. To the extent applicable Law prevents the settlement of any Claim pursuant to this paragraph 1.4 in whole or in part, the relevant Warrantor shall settle such Claim (or the relevant part thereof) in cash.

1.5 No Seller or Warrantor shall be liable in respect of any single Claim or any series of Claims which arise from the same or substantially the same facts, matters, circumstances or events unless the amount of the liability pursuant to such Claim or series of Claims would exceed $50,000.

1.6 No Seller shall be liable in respect of any Claim in respect of a Seller Warranty unless the Buyer has given notice in writing of such Claim to such Seller within the period of two years beginning with the Completion Date.

1.7 No Warrantor shall be liable in respect of any Claim unless the Buyer has given notice in writing of such Claim to such Warrantor:

(a) in the case of a Fundamental Warranty Claim, within the period of seven years beginning with the Completion Date;

(b) in the case of a Safety Warranty Claim, within the period of 18 months beginning with the Completion Date; and

(c) in the case of a Business Warranty Claim (excluding Safety Warranty Claims and Fundamental Warranty Claims) or Tax Claim, prior to the Completion Date.

1.8 If the Buyer becomes aware that any claim has been made against the Company by a third party after Completion (a "**Third Party Claim**") that is likely to result in the Buyer being entitled to make a claim against the Warrantors:

(a) the Buyer shall give notice of the Third Party Claim to the Warrantors as soon as reasonably practicable and in any event within 5 Business Days of the Buyer becoming aware of such a claim;

(b) the Buyer shall inform the Warrantors of all material developments in relation to any Third Party Claim notified in accordance with sub-clause (a);

(c) the Buyer shall cause the Company to consult as fully as is reasonably practicable with the Warrantors as regards the conduct of any proceedings arising out of that Third Party Claim; and

(d) if requested by the Warrantors, the Buyer shall cause the Company to take any action that the Warrantors shall reasonably request to avoid, resist or compromise the Third Party Claim (other than any Third Party Claim the defence of which may materially adversely affect the goodwill of the business of the relevant member of the Buyer Group or any Third Party Claim that seeks or in respect of which there has been granted injunctive relief).

1.9 No Warrantor shall be liable in respect of any Claim:

(a) (other than any Claim made in respect of the Warranty Condition) if and to the extent that the fact, matter, event or circumstance giving rise to such Claim:

(i) is Disclosed in the Disclosure Letter; or

(ii) in respect of a Claim for a breach of Clause 13.3(b) only, arises after the date of this Deed and is Disclosed in the Completion Disclosure Letter,

(b) that would not have arisen (or the amount of the Claim would not have been increased) but for:

(i) any act, event, or omission compelled by a change in legislation made after the date of this Deed or a change in the interpretation of applicable Law after the date of this Deed (whether or not that change purports to be effective retrospectively in whole or in part); or

(ii) if that Claim would not have arisen (or the amount of the claim would not have been increased) but for any judgment delivered after the date of this Deed,

(c) to the extent that the Claim would not have arisen but for:

(i) an act (other than an act carried out under a legally binding obligation created on or before Completion) of the Company (or any member of the Buyer Group carrying on the business of the Company in succession to the Buyer Group) outside the ordinary and usual course of business in circumstances that, when the action was taken, the relevant member of the Buyer Group was aware that the action would entitle the Buyer to bring a claim against the Warrantors and there was available to the relevant member of the Buyer Group at no additional cost, a reasonable alternative course of action that would not have entitled the Buyer to bring a claim against the Warrantors;

(ii) any breach by the Buyer of its obligations under this Deed;

(iii) any voluntary act or omission carried out by any Seller on or before Completion at the written request of, or with the express written consent of, the Buyer; or

(iv) any change in the accounting policies or practices applied in preparing any accounts or valuing any assets or liabilities of any Group Company which is instigated after Completion (save to the extent such change is made to enable the Group Company to comply with any legal or regulatory requirements and/or to conform with relevant generally accepted accounting practices from time to time),

to the extent that the Claim is based upon a liability that is contingent only or is otherwise not capable of being quantified unless and until that liability ceases to be contingent and becomes an actual liability or becomes capable of being quantified, as the case may be, without prejudice to the right of the Buyer to give notice of the relevant Claim to the Sellers notwithstanding that the liability may not have become an actual and quantifiable liability. The fact that the liability may not have become an actual and quantifiable liability within the time limits provided in paragraph 1.7 shall not exonerate the Sellers in respect of any Claim properly notified within such time limits; or

(d) to the extent that the relevant loss or damage in relation to such Claim is actually recovered under any policy of insurance in force for the benefit of any member of the Buyer Group (after deducting: (i) any Tax payable in respect of the sum recovered; and (ii) any costs and expenses incurred by any member of the Buyer Group in making such recovery (including the cost of any increase in the premium under the relevant insurance policy)).

1.10 The Buyer shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same Loss.

1.11 In assessing the amount of the Buyer's loss in relation to any claim under or in connection with this Deed, the value of the Company shall not be taken as exceeding the purchase price payable for the Shares.

1.12 The Warrantors shall not be liable under or in connection with this Deed for any loss of profit or loss of management time or for any indirect or consequential loss of any kind.

Part 2

2. LIMITS ON BUYER LIABILITY

2.1 The limitations set out in this Part 2 of Schedule 6 shall not apply to any Buyer Warranty Claim which is the consequence of fraud, dishonesty, wilful concealment or wilful misrepresentation by or on behalf of the Buyer.

2.2 The maximum aggregate liability in respect of all Buyer Warranty Claims shall not exceed the value of the Consideration.

2.3 The Buyer shall not be liable in respect of any single Buyer Warranty Claim or any series of Buyer Warranty Claims which arise from the same or substantially the same facts, matters, circumstances or events unless the amount of the liability pursuant to such Buyer Warranty Claim or series of Buyer Warranty Claims would exceed $50,000.

2.4 The Buyer shall not be liable in respect of any single Buyer Warranty Claim unless the aggregate amount of the liability of the Buyer for all Buyer Warranty Claims (other than Buyer Warranty Claims excluded by paragraph 2.3 or any other sub-paragraph of this paragraph 2) would exceed $100,000, in which case the Buyer shall be liable for the entire amount of such Buyer Warranty Claim and not merely the excess.

2.5 The Buyer shall not be liable in respect of any Buyer Warranty Claim unless the Seller Representative has given notice in writing of such Claim to the Buyer:

(a) in the case of a Buyer Fundamental Warranty Claim, within the period of two years beginning with the Completion Date; and

(b) in the case of a Buyer Business Warranty Claim, prior to the Completion Date.

2.6 The Buyer shall not be liable in respect of any Claim:

(a) that would not have arisen (or the amount of the Claim would not have been increased) but for:

(i) any act, event, or omission compelled by a change in legislation made after the date of this Deed or a change in the interpretation of applicable Law after the date of this Deed (whether or not that change purports to be effective retrospectively in whole or in part); or

(ii) if that Claim would not have arisen (or the amount of the claim would not have been increased) but for any judgment delivered after the date of this Deed,

(b) to the extent that the Claim would not have arisen but for:

(i) an act (other than an act carried out under a legally binding obligation created on or before Completion) of the Buyer outside the ordinary and usual course of business in circumstances that, when the action was taken, the relevant Seller was aware that the action would entitle that Seller to bring a claim against the Buyer and there was available to the relevant Seller at no additional cost, a reasonable alternative course of action that would not have entitled the Seller to bring a claim against the Buyer;

(ii) any breach by any Seller of their obligations under this Deed; or

(iii) any voluntary act or omission carried out by the Buyer on or before Completion at the written request of, or with the express written consent of, a Seller;

(c) any change in the accounting policies or practices applied in preparing any accounts or valuing any assets or liabilities of the Buyer which is instigated after Completion (save to the extent such change is made to enable the Buyer to comply with any legal or regulatory requirements and/or to conform with relevant generally accepted accounting practices from time to time); or

(d) to the extent that the Claim is based upon a liability that is contingent only or is otherwise not capable of being quantified unless and until that liability ceases to be contingent and becomes an actual liability or becomes capable of being quantified, as the case may be, without prejudice to the right of the Sellers to give notice of the relevant Claim to the Buyer notwithstanding that the liability may not have become an actual and quantifiable liability. The fact that the liability may not have become an actual and quantifiable liability within the time limits provided in paragraph 2.5 shall not exonerate the Buyer in respect of any Claim properly notified within such time limits.

2.7 No Seller shall be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same Loss.

2.8 The Buyer shall not be liable under or in connection with this Deed for any loss of profit or loss of management time or for any indirect or consequential loss of any kind.

2.9 No Claim shall be brought by any Seller against the Buyer without the prior written consent of (i) Sellers representing more than 50% of the Shares immediately prior to Completion and (ii) the Seller Representative.

SCHEDULE 7

[PROPERTIES]

SCHEDULE 8

[DEED OF ADHERENCE]

SCHEDULE 9

LOCK-UP PROVISIONS IN RESPECT OF CONSIDERATION SHARES AND REPLACEMENT AWARDS

1.1 Each Seller and Vested and In the Money Optionholder shall be subject to, in respect of itself and the Consideration Shares and/or Replacement Awards that will be issued to it at Completion, the provisions set out in this Schedule 9. The term "affiliate" in this Schedule 9 shall have the meaning set forth in Rule 405 under the Securities Act.

1.2 Each Seller and Vested and In the Money Optionholder ("**Lock-Up Participant**") understands and acknowledges that, pursuant to this Deed, it will acquire Buyer Shares and/or awards over Buyer Shares. In consideration for the Buyer's agreement to issue Buyer Shares and/or awards over Buyer Shares to such Seller (the "**Issue**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lock-Up Participant hereby irrevocably agrees with the Buyer that, without the prior written consent of the Buyer, such Lock-Up Participant will not, directly or indirectly (and will cause any direct or indirect affiliate of such Lock-Up Participant not to), and subject to the Lock-Up Run-Off Period, during the period commencing on the execution of this Deed and terminating on the date that is the later of (a) sixty (60) days following the public announcement of the results of the Phase 2b Clinical Trial in respect of BPL-003, (b) Completion or (c) the date upon which this Deed is terminated (with such period being the "**Lock-Up Period**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, any Buyer Shares or securities convertible into or exchangeable or exercisable for any Buyer Shares (including, without limitation, Buyer Shares that may be deemed to be beneficially owned by such Lock-Up Participant in accordance with the rules and regulations of the SEC, securities which may be issued upon exercise of a stock option or warrant and any Buyer Shares, options, warrants or securities now owned or hereafter acquired by such Lock-Up Participant (collectively, the "**Lock-Up Securities**")), (2) enter into any swap, hedge, option, derivative or other arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended to, or which could reasonably be expected to lead to or result in, a sale, loan, pledge or other disposition (whether by a Lock-Up Participant or someone other than a Lock-Up Participant) or transfer of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such aforementioned transaction is to be settled by delivery of the Lock-Up Securities, in cash or otherwise, (3) exercise any right with respect to the registration of any Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted, any registration statement in connection therewith, under the Securities Act, or (4) publicly disclose the intention to do any of the foregoing (these restrictions collectively, the "**Lock-Up Restrictions**"). Furthermore, each Lock-Up Participant confirms that he, she or it has furnished the Buyer with the details of any transaction such Lock-Up Participant, or any of their respective affiliates, is a party to as of the date hereof, which transaction would have been restricted by the provisions of this Schedule 9 if it had been entered into by such Lock-Up Participant during the Lock-Up Period.

1.3 The provisions set forth in paragraph 1.2 of this Schedule 9 shall not apply to transfers of Lock-Up Securities:

(a) acquired in the open market after the completion of the Issue, provided that no filing under Section 16(a) of the Exchange Act, shall be required or shall be voluntarily made in connection with subsequent sales of such Lock-Up Securities acquired in such open market transactions;

(b) to any beneficiary of such Lock-Up Participant pursuant to a will, other testamentary document or intestate succession to the legal representatives, heirs, beneficiary or immediate family member of such Lock-Up Participant (for purposes of this Schedule 9, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);

(c) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of such Lock-Up Participant or the immediate family of the such Lock-Up Participant;

(d) as distributions to limited partners, members or stockholders of such Lock-Up Participant;

(e) to such Lock-Up Participant's affiliates or to any investment fund or other entity controlled or managed by such Lock-Up Participant;

(f) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under paragraphs 1.3(b) through (e) above;

(g) transfers by operation of law, such as (without limitation) pursuant to an order of a court or regulatory agency, including a domestic relations order or negotiated divorce settlement, or to comply with any regulations related to such Lock-Up Participant's ownership of Buyer Shares;

(h) to the Buyer or any of its subsidiaries upon death, disability or termination of employment, in each case, of such Lock-Up Participant;

(i) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Buyer Shares involving a change of control of the Buyer following the consummation of the Issue that has been approved or recommended by the Buyer's board of directors (or, as long as the Buyer has a two-tier board structure, the Buyer's management board and supervisory board), provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, such Lock-Up Participant's Buyer Shares shall remain subject to the provisions of this Schedule 9, and provided further that "change of control" as used in this paragraph, shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Buyer, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of the Buyer; or

(j) with the prior written consent of the Buyer,

provided that:

(A) in the case of any transfer or distribution pursuant to paragraphs 1.3(b) through (f) above:

(i) each donee, trustee, transferee or distributee, as the case may be, shall sign and deliver a lock-up letter substantially in the form of this Schedule 9; and

(ii) such transfers are not dispositions for value;

(B) in the case of any transfer or distribution pursuant to paragraphs 1.3(c) through (f) above, each party (donor, donee, trustee, transferor, transferee, distributer or distributee) shall not be required by law (including, without limitation, the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period; and

(C) in the case of any transfer or distribution pursuant to paragraphs 1.3(b), (g) and (h) above, any filing that is required under the Securities Act or the Exchange Act shall include disclosure explaining the nature of the transfer or disposition in the footnotes thereto, and no filing or public announcement of the transfer or disposition shall be voluntarily made prior to the expiration of the Lock-Up Period.

1.4 Upon expiry of the Lock-Up Period, the Lock-Up Securities shall cease to be subject to the Lock-Up Restrictions at a rate of 1/12 of each Lock-Up Holder's Lock-Up Securities upon the expiration of each full calendar month from the expiry of the Lock-Up Period, such that there shall be no Lock-Up Securities on the first day of the 13th calendar month following the expiry of the Lock-Up Period (the "**Lock-Up Run-Off Period**").

1.5 Notwithstanding anything to the contrary in this Schedule 9, a Lock-Up Participant may enter into a written trading plan established pursuant to Rule 10b5-1 of the Exchange Act (a "**Rule 10b5-1 Plan**") during the Lock-Up Period, provided that:

(a) no direct or indirect offers, pledges, sales, contracts to sell sales of any option or contract to purchase, purchases of any option or contract to sell, grants of any option, right or warrant to purchase, loans, or other transfers or disposals of any Lock-Up Securities may be effected pursuant to such plan during the Lock-Up Period; and

(b) neither the Buyer nor such Lock-Up Participant will voluntarily report the establishment of such Rule 10b5-1 Plan in any public report or filing with the SEC under the Exchange Act during the Lock-Up Period and any required filing under the Exchange Act regarding such plan indicates that no sales of Buyer Shares shall be permitted under such plan during the Lock-Up Period.

1.6 Each Lock-Up Participant who is not a natural person warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) that has executed a lock-up agreement in substantially the same form as this Schedule 9, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in such Lock-Up Participant.

1.7 In furtherance of the foregoing, the Buyer and its transfer agent and registrar are hereby authorised to decline to make any transfer of Lock-Up Securities if such transfer would constitute a violation or breach of the provisions of this Schedule 9.

1.8 Each Lock-Up Participant understands and acknowledges that the Buyer is proceeding with the Issue in reliance upon the provisions of this Schedule 9.

1.9 Each Lock-Up Participant acknowledges and agrees that the Buyer has not provided any recommendation or investment advice nor has the Buyer solicited any action from such Lock-Up Participant with respect to the Issue and such Lock-Up Participant has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. Each Lock-Up Participant further acknowledges and agrees that, although the Buyer may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to such Lock-Up Participant in connection with the Issue, the Buyer is not making a recommendation to such Lock-Up Participant to participate in the Issue, enter into the provisions Schedule 9, or sell any Buyer Shares at the price determined in the Issue, and nothing set forth in any such disclosures is intended to suggest that the Buyer is making such a recommendation.

1.10 Each Lock-Up Participant hereby warrants that it has full power and authority to enter into the provisions of this Schedule 9 and that, upon request, each Lock-Up Participant will execute any additional documents necessary in connection with the enforcement thereof. The provisions of this Schedule 9 shall be binding on each Lock-Up Participant, and their respective successors, heirs, personal representatives and assigns.

SCHEDULE 10

[OPTIONHOLDER SCHEDULE]

EXECUTED and **delivered** as a **DEED** by **ATAI LIFE SCIENCES N.V.**

Acting by a director or duly authorised signatory:

/s/Srinivas Rao
Signature of director

Srinivas Rao
Name of director (print)

In the presence of:

/s/Anne Johnson
Signature of witness

Anne Johnson
Name of witness (print)

[***]
Occupation of witness (print)

[***]
Address of witness (print)

EXECUTED and **delivered** as a **DEED** by **BECKLEY PSYTECH LIMITED**

Acting by a director or duly authorised signatory:

/s/Cosmo Feilding Mellen
Signature of director

Cosmo Feilding Mellen
Name of director (print)

In the presence of:

/s/Debbie Lewis
Signature of witness

Debbie Lewis
Name of witness (print)

[***]
Occupation of witness (print)

[***]
Address of witness (print)

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
GALLOWAY LIMITED	)	/s/Denham Eke
acting by Denham Eke	)	Director
	)	
in the presence of:	)	

Name of witness: Donna Rollitt

Signature of witness: /s/Donna Rollitt

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
BILTON INVESTMENTS LIMITED (61354)	)	/s/Nicola Archer
acting by Praxis Directors One Limited		
acting by Nicola Archer	)	
in the presence of:	)	Director

Name of witness:	Elizabeth Evans
Signature of witness:	/s/Elizabeth Evans
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
COSMO FEILDING MELLEN	)	/s/Cosmo Feilding Mellen
in the presence of:	)	

Name of witness:	Debbie Lewis
Signature of witness:	/s/Debbie Lewis
Address:	[***]
Occupation:	[***]

Executed as a deed by)
MICHAEL JOHN NORRIS) /s/Michael Norris
in the presence of:)

Name of witness: Jim Butler

Signature of witness: /s/Jim Butler

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed by	)	
MARC WAYNE	)	/s/Marc Wayne
in the presence of:	)	

Name of witness: Julie Coleman

Signature of witness: /s/Julie Coleman

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed by	)	
TIM MASON	)	/s/Tim Mason
in the presence of:	)	

Name of witness:	Julia Ford
Signature of witness:	/s/Julia Ford
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
MARK WARE	)	/s/Mark Ware
in the presence of:	)	

Name of witness:	Gabriel Ware
Signature of witness:	/s/Gabriel Ware
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed by)
ROCK FEILDING MELLEN) /s/Rock Feilding Mellen
in the presence of:)

Name of witness: Marcia Austen

Signature of witness: /s/Marcia Austen

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed by	)	
CHRIS SCHNARR	)	/s/Chris Schnarr
in the presence of:	)	

Name of witness:	Will Schnarr
Signature of witness:	/s/Will Schnarr
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
RICHARD REED	)	/s/Richard Reed
in the presence of:	)	

Name of witness:	Nadia Troxler
Signature of witness:	/s/Nadia Troxler
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
TIM HAINES	)	/s/Tim Haines
in the presence of:	)	

Name of witness:	Marie-Claire Haines
Signature of witness:	/s/Marie-Claire Haines
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
CHRISTIAN AF JOCHNICK	)	/s/Christian AF Jochnick
in the presence of:	)	

Name of witness:	Eric Carlson Rydman
Signature of witness:	/s/Eric Carlson Rydman
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
CHRIS O'DONOGHUE	)	/s/Chris O'Donoghue
in the presence of:	)	

Name of witness:	Catherine Percival
Signature of witness:	/s/Catherine Percival
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
POWERONE CAPITAL CORP	)	/s/Pasquale Di Capo
acting by Pasquale Di Capo	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Jerry Wang
Signature of witness:	/s/Jerry Wang
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of **BE FUND I, A SERIES OF BICYCLE DAY VENTURES, LP** acting by Belltower Fund Group, Ltd., Agent of the General Partner, Name: Joshua Cowdin Title: Authorized Person Address: [***] Email: [***] in the presence of:	)))))))))	/s/Joshua Cowdin Authorized Person of the Agent of the Fund's GP

Name of witness: Zach Conley

Signature of witness: /s/Zach Conley

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
NOETIC PSYCHEDELIC FUND LP	)	/s/David Schnarr
acting by David Schnarr	)	Authorised Signatory
in the presence of:		

Name of witness:	Paula Schnarr
Signature of witness:	/s/Paula Schnarr
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
OV BP LIMITED	)	/s/Abdulaziz Shikh Al Sagha
acting by Abdulaziz Shikh Al Sagha	)	Director
in the presence of:	)	

Name of witness:	Mohamed Abu Ghazaleh
Signature of witness:	/s/Mohamed Abu Ghazaleh
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
OV BP SERIES B LIMITED	)	/s/Abdulaziz Shikh Al Sagha
acting by Abdulaziz Shikh Al Sagha	)	Director
in the presence of:	)	

Name of witness:	Mohamed Abu Ghazaleh
Signature of witness:	/s/Mohamed Abu Ghazaleh
Address:	[***]
Occupation:	[***]

Executed as a deed by)
JAMES BAILEY) /s/James Bailey
in the presence of:)

Name of witness: Matt Carter

Signature of witness: /s/Matt Carter

Address: [***]

Occupation: [***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
WOOD CAPITAL LTD	)	/s/Jed Wood
acting by Jed Wood	)	Director
in the presence of:	)	

Name of witness:	Dezarae Bassett
Signature of witness:	/s/Dezarae Bassett
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
MEDIQ VENTURES LIMITED	)	/s/Denham Eke
acting by Denham Eke	)	Director
in the presence of:	)	

Name of witness:	Donna Rollitt
Signature of witness:	/s/Donna Rollitt
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
BE FUND II, A SERIES OF BICYCLE DAY	)	
VENTURES, LP	)	
acting by **FUND GP, LLC** its General Partner	)	/s/Joshua Cowdin
	)	
acting by **BELLTOWER FUND GROUP, LTD.**	)	Authorised Signatory
Agent of the General Partner	)	
acting by Joshua Cowdin	)	
Title: Authorized Person	)	
Address: [***]	)	
Email: [***]	)	
in the presence of:	)	

Name of witness:	Zach Conley
Signature of witness:	/s/Zach Conley
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
BICYCLE DAY VENTURES LLC	)	/s/Chris Kantrowitz
acting by Chris Kantrowitz	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Josh Felser
Signature of witness:	/s/Josh Felser
Address:	[***]
Occupation:	[***]

Executed as a deed by	)	
DAVID D'ONOFRIO	)	/s/David D'Onofrio
in the presence of:	)	

Name of witness:	Jerry Wang
Signature of witness:	/s/Jerry Wang
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
2180447 ONTARIO INC	)	/s/David D'Onofrio
acting by David D'Onofrio	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Jerry Wang
Signature of witness:	/s/Jerry Wang
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
BE FUND III, A SERIES OF BICYCLE	)	
DAY VENTURES LP	)	/s/Joshua Cowdin
acting by Belltower Fund Group Ltd., Agent of	)	
the General Partner acting by Joshua Cowdin	)	Authorised Signatory
Title: Authorized Person	)	
Address: [***]	)	
Email: [***]	)	
in the presence of:	)	

Name of witness:	Zach Conley
Signature of witness:	/s/Zach Conley
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
GREY HOUSE PARTNERS ELEUSIS HOLDINGS SPV LP	)	/s/David Schnarr
acting by David Schnarr	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Paula Schnarr
Signature of witness:	/s/Paula Schnarr
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
THE DICAPO FAMILY TRUST	)	/s/David D'Onofrio
acting by David D'Onofrio	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Jerry Wang
Signature of witness:	/s/Jerry Wang
Address:	[***]
Occupation:	[***]

Executed as a deed for and on behalf of	)	
WOVEN LABS LLC	)	/s/Nick von Christierson
acting by Nick von Christierson	)	Authorised Signatory
in the presence of:	)	

Name of witness:	Giles Hayward
Signature of witness:	/s/Giles Hayward
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Executed as a deed for and on behalf of	)	
NOETIC PSYCHEDELIC FUND US LP	)	/s/David Schnarr
acting by David Schnarr	)	Authorised Signatory

in the presence of:

Name of witness:	Paula Schnarr
Signature of witness:	/s/Paula Schnarr
Address:	[***]
Occupation:	[***]

[*Signature page to Share Purchase Agreement*]

Exhibit 10.1

FORM OF VOTING AGREEMENT

This **VOTING AGREEMENT** (this "Agreement"), dated as of June 2, 2025, is by and among Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY ("Beckley"), Atai Life Sciences N.V., a company incorporated in the Netherlands with company number 80299776, whose registered office is at Wallstraße 16, 10179 Berlin, Germany (the "**Company**") and _____ (the "Shareholder").

WHEREAS, as of the date hereof, the Shareholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of ordinary shares, with a nominal value EUR 0.10 each (the "Common Shares") in the share capital of the Company that are set forth on Exhibit A attached hereto (such shares, together with any Common Shares of the Company acquired after the date hereof, the "Subject Shares");

WHEREAS, concurrently with the execution hereof, Beckley and the Company, are entering into a Share Purchase Agreement, dated as of the date hereof and as it may be amended from time to time (the "Purchase Agreement"), which provides, among other things, for the Company to acquire the entire issued share capital of Beckley not already held by the Company, upon the terms and subject to the conditions set forth in the Purchase Agreement (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement); and

WHEREAS, as a condition to their willingness to enter into the Purchase Agreement, Beckley has required that the Shareholder, and as an inducement and in consideration therefor, the Shareholder (solely in the Shareholder's capacity as a holder of the Subject Shares) has agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO VOTE

Section 1.1 **Agreement to Vote**. Subject to the terms of this Agreement, the Shareholder hereby agrees that, during the time this Agreement is in effect, at the Shareholders Meeting, including any adjournment or postponement thereof or as reconvened, the Shareholder shall, in each case to the fullest extent that the Subject Shares are entitled to vote thereon: (a) cause all of the Subject Shares to be counted as present thereat for purposes of determining a quorum; and (b) be present (in person or by proxy) and vote (or cause to be voted if another person is the holder of record of any Subject Shares beneficially owned by the Shareholder) all of its Subject Shares in favor of the Shareholder Approval and such other matters as the Company and the Buyer shall hereafter mutually determine to be necessary or appropriate in order to effect the Transaction. Until the Completion, the Shareholder shall retain at all times the right to vote the Subject Shares in the Shareholder's sole discretion, and without any other limitation, on any matters other than those set forth in this Section 1.1 that are at any time or from time to time presented for consideration to the Company's shareholders generally.

ARTICLE II
WARRANTIES OF THE SHAREHOLDER

The Shareholder warrants to Beckley and the Company that:

Section 2.1 **Organization; Authority**. The Shareholder (a) if applicable, is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and (b) has capacity to, or if applicable, the full power and authority to and is duly authorized to, make, enter into and carry out the terms of this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by the Shareholder, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms, and no other action is necessary to authorize the execution and delivery by the Shareholder or the performance of the Shareholder's obligations hereunder except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, examinership, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (collectively, clauses (i) and (ii), the "Enforceability Exceptions").

Section 2.2 **Non-Contravention**. The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of the Shareholder's obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby will not (a) violate any Law or governmental order applicable to the Shareholder or the Subject Shares or (b) except as may be required by applicable U.S. federal securities Laws, require any consent, approval, order, authorization or other action by, or filing with or notice to, any person (including any governmental authority) under, violate or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any liens on the Subject Shares pursuant to, any (i) contract, agreement, trust, commitment, governmental order, stipulation, settlement or other instrument binding on the Shareholder or the Subject Shares, (ii) any applicable Law or (iii) any provision of the organizational or governing documents of the Shareholder, if applicable; in case of each of clauses (a) and (b), except as would not, individually or in the aggregate, reasonably be expected to prevent the Shareholder from performing its obligations under this Agreement in any material respect or to consummate the transactions contemplated hereby in a timely manner.

Section 2.3 **Ownership of Subject Shares; Total Shares**. The Shareholder is the record or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Subject Shares and has good and marketable title to the Subject Shares free and clear of any liens, except for liens as may be applicable under the Securities Act or other applicable securities Laws. Except pursuant to this Agreement, no person has any contractual or other right or obligation to purchase or otherwise acquire all or any portion of the Subject Shares.

Section 2.4 **Voting Power**. Other than as provided in this Agreement, the Shareholder has full voting power with respect to all of the Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares. None of the Subject Shares are subject to any shareholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares.

Section 2.5 **Acknowledgment**. The Shareholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that the Shareholder desired, the Shareholder availed itself of such right and opportunity.

Section 2.6 **Absence of Litigation**. With respect to the Shareholder, as of the date hereof, there is no action, suit, claim, proceeding, investigation, arbitration or inquiry pending against, or, to the knowledge of the Shareholder, threatened in writing against, and there is no governmental order imposed upon, the Shareholder or any of the Shareholder's properties or assets (including the Subject Shares) except as would not, individually or in the aggregate, reasonably be expected to prevent the Shareholder from performing its obligations under this Agreement in any material respect or to consummate the transactions contemplated hereby in a timely manner.

ARTICLE III
WARRANTIES OF BECKLEY

Beckley warrants to the Shareholder and the Company that:

Section 3.1 **Organization; Authorization**. Beckley is duly organized, validly existing and in good standing under the laws of England and Wales. The consummation of the transactions contemplated hereby are within Beckley's corporate powers and have been duly authorized by all necessary corporate actions on the part of Beckley. Beckley has all requisite corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby.

Section 3.2 **Binding Agreement**. Beckley has duly executed and delivered this Agreement, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – this Agreement constitutes a legal, valid and binding obligation of Beckley, enforceable against Beckley in accordance with its terms (subject to the Enforceability Exceptions).

Section 3.3 **Company Common Shares**. None of Beckley or its Affiliates is the beneficial owner of Common Shares.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Shareholder and Beckley that:

Section 4.1 **Organization; Authorization**. The Company is duly organized, validly existing and in good standing under the laws of The Netherlands. The consummation of the transactions contemplated hereby are within the Company's corporate powers and have been duly authorized by all necessary corporate actions on the part of the Company. The Company has all requisite corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby.

Section 4.2 **Binding Agreement**. The Company has duly executed and delivered this Agreement, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to the Enforceability Exceptions).

ARTICLE V
ADDITIONAL COVENANTS OF THE SHAREHOLDER

The Shareholder hereby covenants and agrees that until the termination of this Agreement in accordance with Section 6.2:

Section 5.1 **No Transfer; No Inconsistent Arrangements**. Except as provided hereunder or under the Purchase Agreement, from and after the date hereof and until this Agreement is validly terminated in accordance with Section 6.2, the Shareholder shall not, directly or indirectly, (a) create or permit to exist any liens, other than liens as may be applicable under the Securities Act or other applicable securities Laws, on all or any portion of the Subject Shares, (b) transfer, sell, assign, gift, hedge, pledge or otherwise dispose (whether by sale, liquidation, dissolution, dividend or distribution) of, or enter into any derivative arrangement with respect to (collectively, "Transfer"), all or any portion of the Subject Shares, or any right or interest therein (or consent to any of the foregoing), (c) enter into any contract with respect to any Transfer of the Subject Shares, or any right or interest therein, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to all or any portion of the Subject Shares or (e) deposit or permit the deposit of all or any portion of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to all or any portion of the Subject Shares. Any action taken in violation of the foregoing sentence shall be null and void *ab initio* and the Shareholder agrees that any such prohibited action may and should be enjoined. If any involuntary Transfer of all or any portion of the Subject Shares shall occur (including, if applicable, a sale by the Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement in accordance with Section 6.2. The Shareholder agrees that it shall not, and shall cause each of its controlled Affiliates not to, become a member of a "group" (as defined under Section 13(d) of the Exchange Act) with respect to any securities in the Company for the purpose of opposing or competing with or taking any actions inconsistent with the transactions contemplated by the Purchase Agreement. Notwithstanding the foregoing, the Shareholder may Transfer any or all of the Subject Shares, in accordance with applicable Law (i) with the prior written consent of Beckley and the Company, (ii) (a) to any member of such Shareholder's immediate family, or to a trust for the benefit of such Shareholder or any member of such Shareholder's immediate family, or otherwise for estate planning purposes, (b) by will or under the laws of intestacy upon the death of such Shareholder, (c) by operation of law, such as (without limitation) pursuant to an order of a court or regulatory agency, including a domestic relations order or negotiated divorce settlement, or to comply with any regulations related to the undersigned's ownership of Common Shares or (d) if applicable, to the Shareholder's controlled Affiliates; provided, that, prior to and as a condition to the effectiveness of such Transfer, each person to whom any of such Subject Shares or any interest in any of such Subject Shares is or may be transferred shall have executed and delivered to Beckley and the Company a counterpart of this Agreement in a form reasonably acceptable to Beckley and the Company pursuant to which such Affiliate shall be bound by all of the terms and provisions hereof.

Section 5.2 **Actions**. The Shareholder agrees not to commence or join in any class action with respect to, any claim, derivative or otherwise, against Beckley or the Company or any of their respective successors relating to the negotiation, execution or delivery of this Agreement or the Purchase Agreement or the consummation of the Transaction, including any action, suit, claim or proceeding (i) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Purchase Agreement or (ii) alleging breach of any fiduciary duty of any person in connection with the negotiation and entry into the Purchase Agreement or the Transaction.

Section 5.3 **Documentation and Information**. Except as required by applicable Law (including the filing of a Schedule 13D with the SEC which may include this Agreement as an exhibit thereto), prior to the consummation of the Transaction, the Shareholder shall not, and shall direct its Representatives not to, make any public announcement regarding this Agreement, the Purchase Agreement or the transactions contemplated hereby or thereby without the prior written consent of Beckley and the Company.

Section 5.4 **Adjustments; Additional Shares**. In the event of any share split, reverse share split, share dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or similar transaction with respect to the capital shares of the Company that affects the Subject Shares, the terms of this Agreement shall apply to the resulting securities. In the event that the Shareholder acquires any additional Common Shares or other interests in or with respect to the Company, such Common Shares or other interests shall, without further action of the parties hereto, be subject to the provisions of this Agreement, and the number of the Subject Shares of the Shareholder will be deemed amended accordingly. The Shareholder shall promptly notify Beckley and the Company of any such event.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Notices**. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by registered or certified mail (postage prepaid, return receipt requested), or by email to the respective parties hereto at the following addresses (or at such other address for a party hereto as shall be specified by like notice): (a) if to Beckley or the Company, in accordance with the provisions of the Purchase Agreement and (b) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party hereto may hereafter specify in writing for the purpose by notice to each other party hereto.

Section 6.2 **Termination**. This Agreement shall terminate automatically, without any notice or other action by any person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the Completion, (c) a Changed Board Recommendation in accordance with the Purchase Agreement, (d) receipt of the Shareholder Approval and (e) the mutual written consent of all of the parties hereto. Upon termination of this Agreement, no party hereto shall have any further obligations or liabilities under this Agreement; *provided*, *however*, that (i) nothing set forth in this Section 6.2 shall relieve any party hereto from liability for any willful breach of this Agreement or from fraud prior to termination of this Agreement and (ii) the provisions of this Article VI shall survive any termination of this Agreement.

Section 6.3 **Amendments and Waivers**. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto or, in the case of a waiver, by each party hereto against whom the waiver is to be effective. Any purported amendment or waiver not made in accordance with the foregoing shall be null and void. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 6.4 **Expenses**. All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party hereto incurring such expenses, whether or not the Transaction is consummated.

Section 6.5 **Binding Effect; No Third Party Beneficiaries; Assignment**. The parties hereto hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto, except to the extent that such rights, interests or obligations are assigned pursuant to a Transfer expressly permitted under Section 5.1. No assignment by any party hereto shall relieve such party hereto of any of its obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Section 6.6 **Governing Law; Jurisdiction**.

(a) This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

(b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

(c) For the purposes of this Section 6.6, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of this Agreement and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

Section 6.7 **Counterparts**. This Agreement may be executed in one or more counterparts (including by electronic mail) and by electronic or digital signature, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Signatures to this Agreement transmitted by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper document bearing an original signature.

Section 6.8 **Entire Agreement**. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their Affiliates, or any of them, with respect to the subject matter of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE PARTIES CONTAINED IN THIS AGREEMENT, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, AND EACH PARTY HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION, MADE (OR MADE AVAILABLE BY) BY ITSELF OR ANY OF ITS REPRESENTATIVES, WITH RESPECT TO, OR IN CONNECTION WITH, THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING

Section 6.9 **Severability**. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible to the fullest extent permitted by applicable Law.

Section 6.10 **Specific Performance**. The parties hereto hereby agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and, accordingly, that each party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the other party's performance of the terms and provisions hereof, without proof of damages or otherwise, in addition to any other remedy to which each party is entitled at law or in equity. In any action, suit, claim, or proceeding for specific performance, each party will waive the defense of adequacy of any other remedy at law, and each party will waive any requirement for the securing or posting of any bond or other security in connection with the remedies referred to in this Section 6.10.

Section 6.11 **Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.12 **Mutual Drafting**. Each party hereto has participated in the drafting of this Agreement, which each party hereto acknowledges is the result of extensive negotiations between the parties hereto; accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

Section 6.13 **Further Assurances**. Beckley and the Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their respective obligations under this Agreement.

Section 6.14 **Interpretation**. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article," "Section" and "Exhibit" refer to the specified article, section or exhibit of or to this Agreement.

Section 6.15 **Capacity as Shareholder**. Notwithstanding anything herein to the contrary, (a) the Shareholder signs this Agreement solely in Shareholder's capacity as a shareholder of the Company, and not in any other capacity, and (b) nothing herein shall in any way restrict a director or officer of the Company in the taking of any actions (or failure to act) in his or her capacity as a director or officer of the Company, or in the exercise of his or her fiduciary duties as a director or officer of the Company, or prevent or be construed to create any obligation on the part of any director or officer of the Company from taking any action in his or her capacity as such director or officer.

Section 6.16 **No Agreement Until Executed**. This Agreement shall not be effective unless and until (a) the Purchase Agreement is executed by all parties thereto, and (b) this Agreement is executed by all parties hereto.

Section 6.17 **No Ownership Interest**. Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to vest in Beckley or the Company any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Shareholder, and Beckley shall not have any authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct the Shareholder in the voting of any of the Subject Shares, except as otherwise provided herein.

[*Signature Page Follows*]

The parties hereto are executing this Agreement on the date set forth in the introductory clause.

BECKLEY PSYTECH LIMITED

By: _____

Name:
Title:

[Signature Page to Voting Agreement]

ATAI LIFE SCIENCES N.V.

By: _____
Name:
Title:

[Signature Page to Voting Agreement]

Shareholder:

By: _____

Name:
Title:
Email:
Address:

Exhibit 10.2

VOTING AGREEMENT

This **VOTING AGREEMENT** (this "Agreement"), dated as of June 2, 2025, is by and among Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY ("Beckley"), Atai Life Sciences N.V., a company incorporated in the Netherlands with company number 80299776, whose registered office is at Wallstraße 16, 10179 Berlin, Germany (the "Company") and Apeiron Investment Group Ltd. (the "Shareholder").

WHEREAS, as of the date hereof, the Shareholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of ordinary shares, with a nominal value EUR 0.10 each (the "Common Shares") in the share capital of the Company that are set forth on Exhibit A attached hereto (such shares, together with any Common Shares of the Company acquired after the date hereof, the "Subject Shares");

WHEREAS, concurrently with the execution hereof, Beckley and the Company, are entering into a Share Purchase Agreement, dated as of the date hereof and as it may be amended from time to time (the "Purchase Agreement"), which provides, among other things, for the Company to acquire the entire issued share capital of Beckley not already held by the Company, upon the terms and subject to the conditions set forth in the Purchase Agreement (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement) (the "Transaction"); and

WHEREAS, as a condition to their willingness to enter into the Purchase Agreement, Beckley has required that the Shareholder, and as an inducement and in consideration therefor, the Shareholder (solely in the Shareholder's capacity as a holder of the Subject Shares) has agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO VOTE

Section 1.1 **Agreement to Vote**. Subject to the terms of this Agreement, the Shareholder hereby agrees that, during the time this Agreement is in effect, at any meeting of shareholders of the Company held to approve the Transaction, including any adjournment or postponement thereof or as reconvened, the Shareholder shall, in each case to the fullest extent that the Subject Shares are entitled to vote thereon: (a) cause all of the Subject Shares to be counted as present thereat for purposes of determining a quorum; and (b) be present (in person or by proxy) and vote all of its Subject Shares in favor of the Transaction. The Shareholder further hereby agrees to use commercially reasonable efforts to, at the Company's request, solicit those additional Company shareholders as mutually agreed to by the Company and Shareholder to enter into a form of voting agreement substantially similar to the form of voting agreement attached hereto as Exhibit B. For the avoidance of doubt, nothing herein shall obligate the Shareholder to take any action that would require the Shareholder to file a proxy statement or other solicitation materials pursuant to the Securities Exchange Act of 1934, as amended, or the rules or regulations promulgated thereunder.

Section 1.2 **Agreement to Support and Vote for Domicile Transaction**. Subject to (i) receipt of a satisfactory analysis from the Company's advisors showing no material and adverse tax impact to the Company or to its shareholders generally and (ii) confirmation to the Shareholder's satisfaction by the Shareholder's tax experts that no material and adverse tax impact to the Shareholder will arise as a direct result of the Company consummating a Domicile Transaction (as defined below), the Shareholder hereby agrees to support and cooperate with any proposal made by the Company to change the legal and tax domicile of the Company (including, without limitation, through one or more amendments to its articles of association, a conversion of its legal form and/or an intra-group merger resulting in the formation of a new holding company) from the Netherlands (in respect of its corporate seat) and Germany (in respect of its tax domicile) to Delaware, including through the intermediate use of a temporary domicile in Luxembourg (or another suitable jurisdiction) as may be proposed by the Company (any such transaction, the "Domicile Transaction"), including by (1) causing all of the Subject Shares to be counted as present thereat for purposes of determining a quorum, (2) voting the Subject Shares in favor of any shareholder approval sought by the Company in respect of such Domicile Transaction and (3) not exercising any dissenter rights arising from the Subject Shares in respect of such Domicile Transaction, including cash exit rights and rights to seek appraisal, review or adjustment of any cash compensation or exchange ratio proposed in connection with such Domicile Transaction.

ARTICLE II
WARRANTIES OF THE SHAREHOLDER

The Shareholder warrants to Beckley and the Company that, as of the date hereof:

Section 2.1 **Organization; Authority**. The Shareholder (a) if applicable, is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and (b) has capacity to, or if applicable, the full power and authority to and is duly authorized to, make, enter into and carry out the terms of this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by the Shareholder, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms, and no other action is necessary to authorize the execution and delivery by the Shareholder or the performance of the Shareholder's obligations hereunder except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, examinership, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (collectively, clauses (i) and (ii), the "Enforceability Exceptions").

Section 2.2 **Non-Contravention**. The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of the Shareholder's obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby will not (a) violate any Law or governmental order applicable to the Shareholder or the Subject Shares or (b) except as may be required by applicable U.S. federal securities Laws, require any consent, approval, order, authorization or other action by, or filing with or notice to, any person (including any governmental authority) under, violate or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any liens on the Subject Shares pursuant to, any (i) contract, agreement, trust, commitment, governmental order, stipulation, settlement or other instrument binding on the Shareholder or the Subject Shares, (ii) any applicable Law or (iii) any provision of the organizational or governing documents of the Shareholder, if applicable; in case of each of clauses (a) and (b), except as would not, individually or in the aggregate, reasonably be expected to prevent the Shareholder from performing its obligations under this Agreement in any material respect or to consummate the transactions contemplated hereby in a timely manner.

Section 2.3 **Ownership of Subject Shares**. The Shareholder is the record or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Subject Shares and has good and marketable title to the Subject Shares free and clear of any liens, except for liens as may be applicable under the Securities Act or other applicable securities Laws and except in connection with any pledge or hypothecation to any lender to the Shareholder or any of its Affiliates, or to any agent acting on such lender's behalf. Except pursuant to this Agreement, no person has any contractual or other right or obligation to purchase or otherwise acquire all or any portion of the Subject Shares, except in connection with any pledge or hypothecation to any lender to the Shareholder or any of its Affiliates, or to any agent acting on such lender's behalf.

Section 2.4 **Voting Power**. Other than as provided in this Agreement, the Shareholder has full voting power with respect to all of the Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares. None of the Subject Shares are subject to any shareholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares.

Section 2.5 **Acknowledgment**. The Shareholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that the Shareholder desired, the Shareholder availed itself of such right and opportunity.

Section 2.6 **Absence of Litigation**. With respect to the Shareholder, as of the date hereof, there is no action, suit, claim, proceeding, investigation, arbitration or inquiry pending against, or, to the knowledge of the Shareholder, threatened in writing against, and there is no governmental order imposed upon, the Shareholder or any of the Shareholder's properties or assets (including the Subject Shares) except as would not, individually or in the aggregate, reasonably be expected to prevent the Shareholder from performing its obligations under this Agreement in any material respect or to consummate the transactions contemplated hereby in a timely manner.

ARTICLE III
WARRANTIES OF BECKLEY

Beckley warrants to the Shareholder and the Company that, as of the date hereof:

Section 3.1 **Organization; Authorization**. Beckley is duly organized, validly existing and in good standing under the laws of England and Wales. The consummation of the transactions contemplated hereby are within Beckley's corporate powers and have been duly authorized by all necessary corporate actions on the part of Beckley. Beckley has all requisite corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby.

Section 3.2 **Binding Agreement**. Beckley has duly executed and delivered this Agreement, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – this Agreement constitutes a legal, valid and binding obligation of Beckley, enforceable against Beckley in accordance with its terms (subject to the Enforceability Exceptions).

Section 3.3 **Company Common Shares**. None of Beckley or its Affiliates is the beneficial owner of Common Shares.

ARTICLE IV
WARRANTIES OF THE COMPANY

The Company warrants to the Shareholder and Beckley that, as of the date hereof:

Section 4.1 **Organization; Authorization**. The Company is duly organized, validly existing and in good standing under the laws of The Netherlands. The consummation of the transactions contemplated hereby are within the Company's corporate powers and have been duly authorized by all necessary corporate actions on the part of the Company. The Company has all requisite corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby.

Section 4.2 **Binding Agreement**. The Company has duly executed and delivered this Agreement, and – assuming due authorization, execution and delivery of this Agreement by the other parties hereto – this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to the Enforceability Exceptions).

ARTICLE V
ADDITIONAL COVENANTS OF THE SHAREHOLDER

The Shareholder hereby covenants and agrees that until the termination of this Agreement in accordance with Section 6.2:

Section 5.1 **No Transfer; No Inconsistent Arrangements**. Except as provided hereunder or under the Purchase Agreement, from and after the date hereof and until this Agreement is validly terminated in accordance with Section 6.2, the Shareholder shall not, directly or indirectly, (a) create or permit to exist any liens, other than liens as may be applicable under the Securities Act or other applicable securities Laws, on all or any portion of the Subject Shares, except in connection with any pledge or hypothecation to any lender to the Shareholder or any of its Affiliates, or to any agent acting on such lender's behalf, (b) transfer, sell, assign, gift, hedge, pledge or otherwise dispose (whether by sale, liquidation, dissolution, dividend or distribution) of, or enter into any derivative arrangement with respect to (collectively, "Transfer"), all or any portion of the Subject Shares, or any right or interest therein (or consent to any of the foregoing), (c) enter into any contract with respect to any Transfer of the Subject Shares, or any right or interest therein, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to all or any portion of the Subject Shares or (e) deposit or permit the deposit of all or any portion of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to all or any portion of the Subject Shares. Any action taken in violation of the foregoing sentence shall be null and void *ab initio* and the Shareholder agrees that any such prohibited action may and should be enjoined. If any involuntary Transfer of all or any portion of the Subject Shares shall occur (including, if applicable, a sale by the Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale, or in connection with any pledge or hypothecation to any lender to the Shareholder or any of its Affiliates, or to any agent acting on such lender's behalf), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement in accordance with Section 6.2. Notwithstanding the foregoing, the Shareholder may (i) enter into any call option agreement, forward sale or other sale arrangements, provided that exercise or delivery of the applicable Subject Shares shall not occur prior to the termination of this Agreement or (ii) Transfer any or all of the Subject Shares, in accordance with applicable Law (x) with the prior written consent of Beckley and the Company, (y) (a) by operation of law, such as (without limitation) pursuant to an order of a court or regulatory agency or to comply with any regulations related to the Shareholder's ownership of Common Shares or (b) if applicable, to the Shareholder's controlled Affiliates or Permitted Transferees; provided, that, prior to and as a condition to the effectiveness of such Transfer, each person to whom any of such Subject Shares or any interest in any of such Subject Shares is or may be transferred shall have executed and delivered to Beckley and the Company a counterpart of this Agreement in a form reasonably acceptable to Beckley and the Company pursuant to which such Affiliate or Permitted Transferee shall be bound by all of the terms and provisions hereof. "Permitted Transferee" means, with respect to the Shareholder, (a) any of its Affiliates or any related or controlled fund or sub-fund, partnership or investment vehicle or any general partner, managing limited partner or management company who holds or manages any business of, or whose business is held or managed by, the Shareholder or any of its Affiliates or (b) any other person with the prior written consent of the Company (not to be unreasonably withheld, delayed or conditioned).

Section 5.2 **Actions**. The Shareholder agrees not to commence or join in any class action with respect to, any claim, derivative or otherwise, against Beckley or the Company or any of their respective successors relating to the negotiation, execution or delivery of this Agreement or the Purchase Agreement or the consummation of the Transaction, including any action, suit, claim or proceeding (i) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Purchase Agreement or (ii) alleging breach of any fiduciary duty of any person in connection with the negotiation and entry into the Purchase Agreement or the Transaction.

Section 5.3 **Documentation and Information**. Except as required by applicable Law (including the filing of a Schedule 13D with the SEC which may include this Agreement as an exhibit thereto), prior to the consummation of the Transaction, the Shareholder shall not, and shall direct its Representatives not to, make any public announcement regarding this Agreement, the Purchase Agreement or the transactions contemplated hereby or thereby without the prior written consent of Beckley and the Company.

Section 5.4 **Adjustments; Additional Shares**. In the event of any share split, reverse share split, share dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or similar transaction with respect to the capital shares of the Company that affects the Subject Shares, the terms of this Agreement shall apply to the resulting securities. In the event that the Shareholder acquires any additional Common Shares or other interests in or with respect to the Company, such Common Shares or other interests shall, without further action of the parties hereto, be subject to the provisions of this Agreement, and the number of the Subject Shares of the Shareholder will be deemed amended accordingly. The Shareholder shall promptly notify Beckley and the Company of any such event.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Notices**. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by registered or certified mail (postage prepaid, return receipt requested), or by email to the respective parties hereto at the following addresses (or at such other address for a party hereto as shall be specified by like notice): (a) if to Beckley or the Company, in accordance with the provisions of the Purchase Agreement and (b) if to the Shareholder, to [***], or to such other address or email address as such party hereto may hereafter specify in writing for the purpose by notice to each other party hereto.

Section 6.2 **Termination**. This Agreement shall terminate automatically, without any notice or other action by any person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the Completion, (c) a Changed Board Recommendation (as defined in the Purchase Agreement) in accordance with the Purchase Agreement, (d) receipt of the shareholder approval for the Transaction and (e) the mutual written consent of all of the parties hereto. Upon termination of this Agreement, no party hereto shall have any further obligations or liabilities under this Agreement; *provided*, *however*, that (i) nothing set forth in this Section 6.2 shall relieve any party hereto from liability for any willful breach of this Agreement or from fraud prior to termination of this Agreement and (ii) the provisions of Section 1.2 and this Article VI shall survive any termination of this Agreement.

Section 6.3 **Amendments and Waivers**. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto or, in the case of a waiver, by each party hereto against whom the waiver is to be effective. Any purported amendment or waiver not made in accordance with the foregoing shall be null and void. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 6.4 **Expenses**. All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party hereto incurring such expenses, whether or not the Transaction is consummated.

Section 6.5 **Binding Effect; No Third Party Beneficiaries; Assignment**. The parties hereto hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto, except to the extent that such rights, interests or obligations are assigned pursuant to a Transfer expressly permitted under Section 5.1. No assignment by any party hereto shall relieve such party hereto of any of its obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Section 6.6 **Governing Law; Jurisdiction**.

(a) This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

(b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

(c) For the purposes of this Section 6.6, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of this Agreement and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

Section 6.7 **Counterparts**. This Agreement may be executed in one or more counterparts (including by electronic mail) and by electronic or digital signature, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Signatures to this Agreement transmitted by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper document bearing an original signature.

Section 6.8 **Entire Agreement**. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their Affiliates, or any of them, with respect to the subject matter of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE PARTIES CONTAINED IN THIS AGREEMENT, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, AND EACH PARTY HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION, MADE (OR MADE AVAILABLE BY) BY ITSELF OR ANY OF ITS REPRESENTATIVES, WITH RESPECT TO, OR IN CONNECTION WITH, THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING

Section 6.9 **Severability**. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible to the fullest extent permitted by applicable Law.

Section 6.10 **Specific Performance**. The parties hereto hereby agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and, accordingly, that each party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the other party's performance of the terms and provisions hereof, without proof of damages or otherwise, in addition to any other remedy to which each party is entitled at law or in equity. In any action, suit, claim, or proceeding for specific performance, each party will waive the defense of adequacy of any other remedy at law, and each party will waive any requirement for the securing or posting of any bond or other security in connection with the remedies referred to in this Section 6.10.

Section 6.11 **Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.12 **Mutual Drafting**. Each party hereto has participated in the drafting of this Agreement, which each party hereto acknowledges is the result of extensive negotiations between the parties hereto; accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

Section 6.13 **Further Assurances**. Beckley and the Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their respective obligations under this Agreement.

Section 6.14 **Interpretation**. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article," "Section" and "Exhibit" refer to the specified article, section or exhibit of or to this Agreement.

Section 6.15 **Capacity as Shareholder**. Notwithstanding anything herein to the contrary, (a) the Shareholder signs this Agreement solely in the Shareholder's capacity as a shareholder of the Company, and not in any other capacity, and (b) nothing herein shall in any way restrict a director or officer of the Company in the taking of any actions (or failure to act) in his or her capacity as a director or officer of the Company, or in the exercise of his or her fiduciary duties as a director or officer of the Company, or prevent or be construed to create any obligation on the part of any director or officer of the Company from taking any action in his or her capacity as such director or officer.

Section 6.16 **No Agreement Until Executed**. This Agreement shall not be effective unless and until (a) the Purchase Agreement is executed by all parties thereto, and (b) this Agreement is executed by all parties hereto.

Section 6.17 **No Ownership Interest**. Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to vest in Beckley or the Company any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Shareholder, and Beckley shall not have any authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct the Shareholder in the voting of any of the Subject Shares, except as otherwise provided herein.

[*Signature Page Follows*]

The parties hereto are executing this Agreement on the date set forth in the introductory clause.

BECKLEY PSYTECH LIMITED

By: /s/Cosmo Feilding-Mellen
Name: Cosmo Feilding-Mellen
Title: CEO and Director

[Signature Page to Voting Agreement]

ATAI LIFE SCIENCES N.V.

By: /s/Srinivas Rao
Name: Srinivas Rao
Title: CEO

[Signature Page to Voting Agreement]

Shareholder:

APEIRON INVESTMENT GROUP LTD
By: /s/ Mario Frendo
Name: Mario Frendo
Title: Director

[Signature Page to Voting Agreement]

Omitted Exhibits

Certain Exhibits to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K because they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in this exhibit or the disclosure document. The registrant will furnish supplementally copies of such Exhibits to the Securities and Exchange Commission or its staff upon request.

Exhibit A

[Subject Shares]

Exhibit B

[Form of Voting Agreement]

Exhibit 10.3

SHAREHOLDER RIGHTS AGREEMENT

This SHAREHOLDER RIGHTS AGREEMENT, dated as of June 2, 2025 (as amended or restated from time to time, this "Agreement"), is made by and between ATAI Life Sciences N.V., a company incorporated in the Netherlands with company number 80299776, whose registered office is at Wallstraße 16, 10179 Berlin, Germany (the "Company") and Apeiron Investment Group Ltd (the "Investor"). The Investor and the Company are referred to herein as the "Parties."

W I T N E S S E T H:

WHEREAS, in connection with the Company's entry into (i) that certain Share Purchase Agreement, dated as of June 2, 2025 (the "Purchase Agreement"), by and among the Company, Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY and certain other parties thereto and (ii) that certain Voting Agreement, dated as of June 2, 2025 (the "Voting Agreement"), by and among the Company, the Investor, and the other party thereto, the Company and the Investor desire to enter into this Agreement concerning the Investor's board nomination rights in the Company.

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Affiliate" means, with respect to a Person, any other Person controlling, controlled by or under common control with, such Person. The term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise; *provided*, that in no event shall the Company, any of its Subsidiaries, or any of the Company's other controlled Affiliates (in each case after giving effect to the Transactions) be deemed to be Affiliates of the Investor or any of their respective Affiliates for purposes of this Agreement. For the avoidance of doubt, with respect to the Investor, any fund, account or investment vehicle will be deemed an Affiliate of the Investor if under common "control" as defined in the immediately preceding sentence.

"Beneficially Own" means, with respect to any securities, having "beneficial ownership" of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act (or any successor statute or regulation).

"Board" means, as of any date, the Board of Directors of the Company.

"Condition Precedent" means that certain obligation of the Investor pursuant to Section 1.1 of the Voting Agreement to use commercially reasonable efforts to, at the Company's request, solicit those additional Company shareholders as mutually agreed to by the Company and Shareholder to enter into a form of voting agreement substantially similar to the form of voting agreement attached thereto as Exhibit B.

"Current Investor Appointees" means Christian Angermayer and John Hoffman.

"Director" means any member of the Board.

"Equity Securities" means (i) shares of any class of ordinary shares of a Person, and (ii) any options, warrants, rights, units or securities of a Person or any of its Affiliates convertible or exercisable into or exchangeable for (whether presently convertible, exchangeable or exercisable or not) common, preferred or capital shares of such Person. For the avoidance of doubt, references to "Equity Securities" in this Agreement that do not specify the Person to which such "Equity Securities" relate shall be deemed to reference Equity Securities of the Company.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Entity" means any federal, state, local, or foreign government or subdivision thereof, or any other governmental, administrative, arbitral, regulatory or self-regulatory authority (including Nasdaq and FINRA - Financial Industry Regulatory Authority), instrumentality, agency, commission, body, court or other legislative, executive or judicial governmental entity.

"Investor Designee" has the meaning set forth in Section 2.1(a).

"Laws" mean, collectively, any federal, state, local or foreign law, statute or ordinance, common law, or any rule, regulation, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Entity.

"Nasdaq" means the Nasdaq Global Market, or any other national securities exchange on which the Ordinary Shares are then-listed.

"Ordinary Shares" means ordinary shares in the capital of the Company, with a nominal value of EUR 0.10 each, which shares are shares in registered form (*aandelen op naam*).

"Organizational Documents" means the articles of association, certificates of incorporation and by-laws or comparable governing documents of the Company as the same may be in effect from time to time.

"Person" means any natural person, corporation, company, partnership (general or limited), limited liability company, trust or other entity.

"Permitted Transferee" means, with respect to the Investor, (a) any of its Affiliates or any related or controlled fund or sub-fund, partnership or investment vehicle or any general partner, managing limited partner or management company who holds or manages any business of, or whose business is held or managed by, the Investor or any of its Affiliates or (b) any other person with the prior written consent of the Company.

"Subsidiary" means, with respect to any Person, any other Person of which at least a majority 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 is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries.

ARTICLE II
BOARD REPRESENTATION

Section 2.1 Board Nomination Rights.

(a) The Company agrees that, subject to Section 2.1(b) and Section 2.1(c) and upon the satisfaction of the Condition Precedent, as reasonably determined by the Board (excluding the Current Investor Appointees) acting in good faith (such time the "Condition Precedent Satisfaction Time"), the Investor shall have the right, but not the obligation, to select (A) for so long as the Investor, together with its Affiliates and Permitted Transferees, Beneficially Owns 12.5% or more of the issued and outstanding Equity Securities of the Company, two (2) designees (each, an "Investor Designee") (provided, that at least one such Investor Designee shall at all times satisfy the independence criteria of the U.S. Securities and Exchange Commission or Nasdaq, as applicable (the "Independence Criteria"), subject to diligence by the Company's Nominating and Governance Committee) and (B) for so long as the Investor, together with its Affiliates and Permitted Transferees, Beneficially Owns 7.5% or more (but less than 12.5%) of the issued and outstanding Equity Securities of the Company, one (1) Investor Designee (clauses (A) and (B) collectively, the "Ownership Criteria"), in each case of clauses (A) and (B), subject to each such Investor Designee's compliance with the customary requirements of the Company's Nominating and Governance Committee for service on the Board (such rights, the "Nomination Rights"). The Investor and the Company hereby agree that at such time as the Investor or its controlled Affiliates Beneficially Own less than 7.5% of the issued and outstanding Equity Securities of the Company, the Nomination Rights will no longer be of any force or effect. Notwithstanding the foregoing, if, during the term of the Current Investor Appointees or any Investor Designee, the Investor at any time fails to satisfy the Ownership Criteria, it is hereby acknowledged and agreed that the Current Investor Appointees or Investor Designees, as applicable, will be permitted to serve the remainder of each of their respective current terms as Directors.

(b) As of the date hereof, the Company and the Investor hereby acknowledge and agree that Investor has appointed to the Board the Current Investor Appointees. Notwithstanding any Nomination Right set forth in Section 2.1(a), the total number of directors that the Investor shall be entitled to nominate to the Board shall be reduced by the number of Current Investor Appointees serving on the Board at such time.

(c) Notwithstanding the satisfaction of the Condition Precedent, if at any time the Board (excluding the Current Investor Appointees) reasonably determines in good faith that the Investor has failed to perform its obligations pursuant to Section 1.2 of the Voting Agreement, the Board may deliver written notice (a "Termination Notice") of such determination to the Investor providing the Investor five (5) business days (the "Cure Period") to cure such failure to perform (if capable of being cured). Following the delivery of a Termination Notice, the Nomination Rights shall terminate upon the conclusion of the Cure Period, unless otherwise cured, or, if such failure to perform is not capable of being cured, immediately upon receipt of such Termination Notice. For the avoidance of doubt, any failure by the Investor to vote the Subject Shares (as defined in the Voting Agreement) in favor of any shareholder approval sought by the Company in respect of a Domicile Transaction (as defined in the Voting Agreement) shall constitute a failure by the Investor to perform its obligations pursuant to Section 1.2 of the Voting Agreement, *provided that* the Investor's obligations pursuant to Section 1.2 of the Voting Agreement remain subject to (i) receipt of a satisfactory analysis from the Company's advisors showing no material and adverse tax impact to the Company or to its shareholders generally and (ii) confirmation to the Shareholder's (as defined in the Voting Agreement) satisfaction by the Shareholder's tax experts that no material and adverse tax impact to the Shareholder will arise as a direct result of the Company consummating a Domicile Transaction (as defined in the Voting Agreement).

(d) Subject to Section 2.1(c), in the event that any Investor Designee (1) resigns from the Board, becomes unable to serve on the Board due to death, disability or other reasons or otherwise ceases to serve on the Board for any reason prior to the expiration of the Investor Designee's term or (2) is removed from the Board consistent with the Organizational Documents of the Company, in each of clauses (1) or (2), the Investor will have the right to designate another replacement Director who is reasonably acceptable to the Company (a "Replacement Director") who shall serve as a Director of the Company until the end of such term. Further, at any time where more than one Investor Designee nominated pursuant to Section 2.1(a) hereunder shall fail to satisfy the Independence Criteria (subject to diligence by the Company's Nominating and Governance Committee), the Investor may cause either such Investor Designee to resign from the Board and will have the right to designate a Replacement Director, subject to the requirements set forth in Section 2.1(a).

(e) The Company agrees to include in the slate of candidates for election to the Board at any meeting of shareholders called for the purpose of electing Directors all Investor Designees that the Investors has selected pursuant to Section 2.1(a), to nominate and recommend each such individual to be elected as a Director as provided herein, and to solicit proxies or consents in favor thereof. The Company is entitled to identify such individual as an Investor Designee pursuant to this Agreement.

(f) All committee assignments for the Investor Designee will be determined by the Nominating and Governance Committee after consultation with the Investor Designee (and subject to applicable legal requirements, including the corporate governance rules of Nasdaq).

(g) Unless waived by the applicable Investor Designee, each Investor Designee shall be entitled to receive (i) any and all applicable Director and committee fees and compensation that are payable pursuant to the Company's Director compensation plan and (ii) reimbursement by the Company for reasonable and documented out-of-pocket expenses incurred while traveling to and from Board and committee meetings as well as travel for other business related to his or her service on the Board or committees thereof, subject to any maximum reimbursement obligations of general applicability to Directors as may be established by the Board from time to time.

(h) The Company and the Investors acknowledge that each Investor Designee, upon election or appointment to the Board, shall be obligated to abide, in all respects, by and with all policies and procedures of the Company that are applicable to all Directors. The Company shall at all times (i) provide each Investor Designee (in his or her capacity as a member of the Board) with the same rights and benefits (including with respect to insurance, indemnification and exculpation) that it provides to other members of the Board and (ii) maintain directors' and officers' liability insurance as determined by the Board.

ARTICLE III
MISCELLANEOUS

3.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by registered or certified mail (postage prepaid, return receipt requested), or by email to the respective Parties hereto at the following addresses (or at such other address for a Party hereto as shall be specified by like notice): (a) if to the Company, to ATAI Life Sciences N.V., Attention: Ryan Barrett, Sean Sheppard, Wallstraße 16, 10179 Berlin, Germany, [***], [***] (with a copy (which shall not constitute notice) to: Latham & Watkins (London) LLP, Attention: Nathan Ajiashvili, Robbie McLaren, 99 Bishopsgate, London EC2M 3XF, United Kingdom, Nathan.Ajiashvili@lw.com, Robbie.McLaren@lw.com) and (b) if to the Investor, to [***], or to such other address or email address as such Party hereto may hereafter specify in writing for the purpose by notice to each other Party hereto.

3.2 Termination. This Agreement shall terminate automatically, without any notice or other action by any person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms and (b) the mutual written consent of all of the Parties hereto. Upon termination of this Agreement, no Party hereto shall have any further obligations or liabilities under this Agreement; *provided*, *however*, that the provisions of this Article III shall survive any termination of this Agreement.

3.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party hereto or, in the case of a waiver, by each Party hereto against whom the waiver is to be effective. Any purported amendment or waiver not made in accordance with the foregoing shall be null and void. No failure or delay by any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

3.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties hereto, unless to a Permitted Transferee. No assignment by any Party hereto shall relieve such Party hereto of any of its obligations hereunder. In connection with any assignment to a Permitted Transferee, all references herein to the "Investor" shall be deemed to include such permitted assigns. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

3.5 Governing Law; Jurisdiction.

(a) This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with New York law.

(b) The Parties irrevocably agree that the courts of New York shall have exclusive jurisdiction to settle any Dispute.

(c) For the purposes of this Section 3.5, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of this Agreement and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

3.6 Counterparts. This Agreement may be executed in one or more counterparts (including by electronic mail) and by electronic or digital signature, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Parties hereto. Signatures to this Agreement transmitted by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper document bearing an original signature.

3.7 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto and their Affiliates, or any of them, with respect to the subject matter of this Agreement.

3.8 Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible to the fullest extent permitted by applicable Law.

3.9 Specific Performance. The Parties hereto hereby agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and, accordingly, that each Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the other Party's performance of the terms and provisions hereof, without proof of damages or otherwise, in addition to any other remedy to which each Party is entitled at law or in equity. In any action, suit, claim, or proceeding for specific performance, each Party will waive any requirement for the securing or posting of any bond or other security in connection with the remedies referred to in this Section 3.9.

3.10 Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.11 Mutual Drafting. Each Party hereto has participated in the drafting of this Agreement, which each Party hereto acknowledges is the result of extensive negotiations between the Parties hereto; accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any provisions of this Agreement.

3.12 Further Assurances. The Company and the Investor will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their respective obligations under this Agreement.

3.13 Interpretation. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article" and "Section" refer to the specified article or section of this Agreement.

3.14 Capacity as Investor. Notwithstanding anything herein to the contrary, (a) the Investor signs this Agreement solely in Investor's capacity as a holder of Equity Securities in the Company, and not in any other capacity, and (b) nothing herein shall in any way restrict a Director or officer of the Company in the taking of any actions (or failure to act) in his or her capacity as a Director or officer of the Company, or in the exercise of his or her fiduciary duties as a Director or officer of the Company, or prevent or be construed to create any obligation on the part of any Director or officer of the Company from taking any action in his or her capacity as such Director or officer.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ATAI LIFE SCIENCES N.V.

By: /s/Srinivas Rao
Name: Srinivas Rao
Title: CEO

APEIRON INVESTMENT GROUP LTD

By: /s/ Mario Frendo
Name: Mario Frendo
Title: Director

Exhibit 10.4

Lock-Up Agreement

June 2, 2025

ATAI Life Sciences N.V.
Wallstraße 16
10179 Berlin
Germany

Ladies and Gentlemen:

The undersigned understands that ATAI Life Sciences N.V. (the "**Company**") will enter into that certain Share Purchase Agreement dated on or about the date hereof (the "**Share Purchase Agreement**") between, amongst others, certain shareholders of Beckley Psytech Limited and the Company (the transactions contemplated by the Share Purchase Agreement, the "**Transactions**"). In connection with the Share Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby irrevocably agrees with the Company that without the prior written consent of the Company, the undersigned will not, directly or indirectly (and will cause any direct or indirect affiliate of the undersigned not to), and subject to the Lock-Up Run-Off Period (as defined below), during the period commencing on the execution of this Lock-Up Agreement (the "**Lock-Up Agreement**") and terminating on the date that is the later of (a) sixty (60) days following the public announcement of the results of the Company's Phase 2b Clinical Trial (as defined in the Share Purchase Agreement) in respect of BPL-003, (b) Completion (as defined in the Share Purchase Agreement) or (c) the date on which the Share Purchase Agreement is terminated (with such period being the "**Lock-Up Period**"), (1) offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, any ordinary shares, with a nominal value of EUR 0.10 per share, in the share capital of the Company, whether acquired prior to, on or after the date hereof (the "**Common Shares**") or securities convertible into or exchangeable or exercisable for any Common Shares (including, without limitation, Common Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission ("**SEC**"), securities which may be issued upon exercise of a stock option or warrant and any Common Shares, options, warrants or securities now owned or hereafter acquired by the undersigned (including, for the avoidance of doubt, any Common Shares to be issued to the undersigned pursuant to the Transactions) (collectively, the "**Lock-Up Securities**")), (2) enter into any swap, hedge, option, derivative or other arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended to, or which could reasonably be expected to lead to or result in, a sale, loan or other disposition (whether by the undersigned or someone other than the undersigned) or transfer of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such aforementioned transaction is to be settled by delivery of the Lock-Up Securities, in cash or otherwise, (3) exercise any right with respect to the registration of any Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted, any registration statement in connection therewith, under the Securities Act of 1933, as amended (the "**Securities Act**"), or (4) publicly disclose the intention to do any of the foregoing (these restrictions collectively, the "**Lock-Up Restrictions**"). Furthermore, the undersigned confirms that he, she or it has furnished the Company with the details of any transaction the undersigned, or any of his, her or its affiliates, is a party to as of the date hereof, which transaction would have been restricted by this Lock-Up Agreement if it had been entered into by the undersigned during the Lock-Up Period.

The foregoing shall not apply to transfers of Lock-Up Securities:

a) in connection with any pledge, hypothecation or security interest in Lock-Up Securities in a bona fide transaction to a bona fide third party as collateral or security for any margin loan or other loans, advances or extensions of credit entered into by the undersigned or any of its direct or indirect subsidiaries or affiliates, or the transfer of Lock-Up Securities that have been pledged or hypothecated to a bona-fide third party on or prior to the date of this Lock-Up Agreement, in the event of a foreclosure on such shares pursuant to such pledge or hypothecation, provided that any filing under Section 16 or Section 13 of the Exchange Act shall clearly indicate that the filing relates to the circumstances described in this clause and no other public filing or announcement shall be made voluntarily during the Lock-up Period in connection with such transfer or disposition;

b) to any beneficiary of the undersigned pursuant to a will, other testamentary document or intestate succession to the legal representatives, heirs, beneficiary or immediate family member of the undersigned (for purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);

c) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned;

d) as distributions to limited partners, members or stockholders of the undersigned;

e) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned;

f) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a) through (d) above;

g) transfers by operation of law, such as (without limitation) pursuant to an order of a court or regulatory agency, including a domestic relations order or negotiated divorce settlement, or to comply with any regulations related to the undersigned's ownership of Common Shares;

h) to the Company or any of its subsidiaries upon death, disability or termination of employment, in each case, of the undersigned;

i) to the Company or any of its subsidiaries (i) deemed to occur upon the cashless exercise of options or convertible debt instruments or (ii) for the primary purpose of paying the exercise price of such options or convertible debt instruments or for paying taxes (including estimated taxes) due as a result of the exercise of such options;

j) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Common Shares involving a change of control of the Company following the consummation of the Transactions that has been approved or recommended by the Company's board of directors (or, as long as the Company has a two-tier board structure, the Company's management board and supervisory board), provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Common Shares shall remain subject to the provisions of this Lock-Up Agreement, and provided further that "change of control" as used herein, shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of the Company;

k) with the prior written consent of the Company;

l) entrance into any call option agreement, forward sale or other sale arrangements, provided that exercise or delivery of the applicable Lock-Up Securities shall not occur prior to the expiration of the Lock-Up Period; or

m) to any of the undersigned's affiliates or any related or controlled fund or sub-fund, partnership or investment vehicle or any general partner, managing limited partner or management company who holds or manages any business of, or whose business is held or managed by, the undersigned or any of its affiliates (provided that, in each case, such transferee shall continue to be bound by the terms of this Lock-Up Agreement).

provided, that, (A) in the case of any transfer or distribution pursuant to clauses (c) through (g) above, (i) each donee, trustee, transferee or distributee, as the case may be, shall sign and deliver a lock-up letter substantially in the form of this Lock-Up Agreement and (ii) such transfers are not dispositions for value; (B) in the case of any transfer or distribution pursuant to clauses (a) and (c) through (f) above, each party (donor, donee, trustee, transferor, transferee, distributer or distributee) shall not be required by law (including, without limitation, the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period; and (C) in the case of any transfer or distribution pursuant to clauses (b) and (g) through (i) above, any filing that is required under the Securities Act or the Exchange Act shall include disclosure explaining the nature of the transfer or disposition in the footnotes thereto, and no filing or public announcement of the transfer or disposition shall be voluntarily made prior to the expiration of the Lock-Up Period. The term "affiliate" in this Lock-Up Agreement shall have the meaning set forth in Rule 405 under the Securities Act.

Upon expiry of the Lock-Up Period, the Lock-Up Securities shall cease to be subject to the Lock-Up Restrictions at a rate of 1/12 of the undersigned's Lock-Up Securities upon the expiration of each full calendar month from the expiry of the Lock-Up Period, such that there shall be no Lock-Up Securities on the first day of the 13th calendar month following the expiry of the Lock-Up Period (the "**Lock-Up Run-Off Period**").

Notwithstanding anything herein to the contrary, the undersigned may enter into a written trading plan established pursuant to Rule 10b5-1 of the Exchange Act (a "**Rule 10b5-1 Plan**") during the Lock-Up Period, *provided* that no direct or indirect offers, sales, contracts to sell sales of any option or contract to purchase, purchases of any option or contract to sell, grants of any option, right or warrant to purchase, loans, or other transfers or disposals of any Lock-Up Securities may be effected pursuant to such plan during the Lock-Up Period; *provided further*, that neither the Company nor the undersigned will voluntarily report the establishment of such Rule 10b5-1 Plan in any public report or filing with the SEC under the Exchange Act during the Lock-Up Period and any required filing under the Exchange Act regarding such plan indicates that no sales of Common Shares shall be permitted under such plan during the Lock-Up Period.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of Lock-Up Securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

The undersigned understands and acknowledges that the Company is proceeding with the Transactions in reliance upon the provisions of this Lock-Up Agreement. It is understood that if (i) the Company notifies the undersigned that it does not intend to proceed with the Transactions or (ii) the Share Purchase Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to the consummation of the Transactions, this Lock-Up Agreement shall become null and void and the undersigned will be released from its obligations under this Lock-Up Agreement. It is understood that if the Company waives or limits the application of any other lock-up agreement entered into by any other shareholder in connection with the Transactions or consents in writing to any transfer by any other shareholder, the undersigned hereto shall be entitled to the same waiver or limitation *pro rata* based on shareholdings, as the case may be. By way of example, if a holder of 1,000 Common Shares subject to a lock-up agreement is granted a waiver or the Company agrees to limit the application of such lock-up agreement in respect of such 1,000 Common Shares, then the undersigned shall be entitled to a waiver (or agreement to limit the application of this Lock-Up Agreement) in respect of 1,000 Common Shares.

The undersigned acknowledges and agrees that the Company has not provided any recommendation or investment advice nor has the Company solicited any action from the undersigned with respect to the Transactions and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Company may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to the undersigned in connection with the Transactions, the Company is not making a recommendation to the undersigned to participate in the Transactions, enter into this Lock-Up Agreement, or sell any Common Shares at the price determined in the Transactions, and nothing set forth in any such disclosures is intended to suggest that the Company is making such a recommendation.

Each of the undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement thereof. This Lock-Up Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

APEIRON INVESTMENT GROUP LTD

By: /s/ Mario Frendo
Name: Mario Frendo
Title: Director

For acceptance by the Company:

By: /s/Srinivas Rao
Name: Srinivas Rao
Title: CEO

Exhibit 10.5

Execution Version

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS THEREUNDER. THE SECURITIES PURCHASED HEREUNDER MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**") is made and entered into as of June 2, 2025 (the "**Agreement Date**"), by and among (i) Ferring Ventures S.A. (the "**Purchaser**") and (ii) ATAI Life Sciences N.V. (the "**Company**").

WHEREAS, the Company is party to that certain Share Purchase Agreement relating to an acquisition of Beckley Psytech Limited, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "**Share Purchase Agreement**"), by and among the Company and the sellers listed in the Share Purchase Agreement (the "**Sellers**"), pursuant to which, among other things, the Sellers desire to sell and the Company desires to acquire the entire issued share capital of Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY (the "**Acquisition**"); provided, however, the to the sale of Purchased Shares and the Pre-Funded Warrant pursuant to this Agreement is expressly not conditioned upon the closing of the Acquisition;

WHEREAS, the Company has agreed to issue to the Purchaser ordinary shares in the capital of the Company with a nominal value of €0.10 per share ("**Common Shares**") and the Pre-Funded Warrant (as defined below); and

WHEREAS, as of the date hereof, the Company and Apeiron Investment Group Ltd have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit A (the "**Registration Rights Agreement**"), to which the Sellers will also be joined as a party upon the closing of the Acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. **Purchase and Sale of the Purchased Shares and the Pre-Funded Warrant**. Subject to the terms and conditions hereof, the Company hereby agrees to issue, sell, assign, transfer and convey to Purchaser, and Purchaser, hereby agrees to purchase and accept from the Company, at the Closing (as hereinafter defined), 4,558,559 Common Shares (the "**Purchased Shares**") and a pre-funded warrant (the "**Pre-Funded Warrant**") to purchase 6,311,006 Common Shares (the "**Warrant Shares**") in the form set forth in Exhibit B hereto. The Purchased Shares and Pre-Funded Warrant shall be purchased free and clear of all encumbrances (other than those imposed by the Securities Act, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations; or pursuant to any applicable state "blue sky" laws, or encumbrances arising out of actions of the Purchaser or any encumbrances created as a result of, or in connection with, the Purchased Shares, Warrant Shares or Pre-Funded Warrant being in book-entry form).

2. **Purchase Price**. Upon the terms and subject to the conditions set forth in this Agreement, the Purchaser agrees to purchase, and the Company agrees to sell, the Purchased Shares for a purchase price of $8,387,748.56 (the "**Common Shares Purchase Price**") and the Pre-Funded Warrant for a purchase price of $11,549,140.98 (the "**Pre-Funded Warrant Purchase Price**", and together with the Common Shares Purchase Price, the "**Purchase Price**").

3. **Closing**. The closing of the purchase and sale of the Purchased Shares under this Agreement (the "**Closing**") shall occur on or about June 3, 2025 (the "**Closing Date**"). At the Closing, the Company shall issue (whether or not through the facilities of The Depository Trust Company) to the Purchaser the Purchased Shares and the Pre-Funded Warrant, in each case, against, and subject to receipt by the Company of, payment of the Purchase Price by wire transfer of immediately available funds to an account designated by the Company, and the Company shall provide evidence to the Purchaser from the Company's transfer agent of the delivery and issuance of the Purchased Shares on the books and records of such transfer agent and shall provide Purchaser with a Pre-Funded Warrant certificate in the form set forth in Exhibit B hereto (the "Warrant Certificate").

4. **Representations and Warranties of the Company**. The Company hereby represents and warrants to the Purchaser as of the date hereof as follows:

(a) **Due Organization; Qualification**.

(i) Each of the Company and its subsidiaries is duly organized, validly existing and in good standing (in each jurisdiction in which such qualification exists) under the laws of its place of incorporation, organization or formation and has all necessary power and authority to conduct its business in the manner in which its business is currently being conducted.

(ii) The Company is duly registered, licensed or otherwise qualified to do business as a foreign entity, and is in good standing, under the laws of all jurisdictions in which such qualification exists and where the character of the properties owned or leased by it or the nature of its business requires such registration, licensing or other qualification, except where such failure to be so registered, licensed or otherwise qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company or on the Company's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby (a "**Material Adverse Effect**"). Each of the Company's subsidiaries is duly registered, licensed or otherwise qualified to do business as a foreign entity, and is in good standing, under the laws of all jurisdictions which such qualification exists and where the character of the properties owned or leased by it or the nature of its business requires such registration, licensing or other qualification, except where such failure to be so registered, licensed or otherwise qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no pending or, to the knowledge of the Company, threatened proceeding for the dissolution or liquidation of the Company or any of its subsidiaries.

(b) **Authority; Binding Nature of Agreement**. The Company has all necessary power and authority to enter into and to perform its obligations under this Agreement, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar law relating to or affecting the enforcement of creditors' rights generally and legal principles of general applicability governing the availability of equitable remedies.

(c) **Non-Contravention**. Except as may result from any facts or circumstances relating solely to the Purchaser (and in the case of clauses (iii) and (iv), except as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impede the Company's ability to consummate the transactions contemplated hereby), neither (x) the execution, delivery or performance of this Agreement by the Company, nor (y) the consummation of the transactions contemplated hereby by the Company, will directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with or result in a violation of any of the provisions of the Articles of Association of the Company;

(ii) contravene, conflict with or result in a violation of any law, statute, rule or regulation ("**Law**") to which the Company or its subsidiaries is subject, or any agreement, order, judgment or decree ("**Order**") to which the Company or its subsidiaries is subject;

(iii) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any governmental, administrative or other regulatory body ("**Governmental Authority**") the right to revoke, withdraw, suspend, cancel, terminate or modify, any applicable governmental, administrative or other regulatory permits, consents or approvals that are held by the Company or any of its subsidiaries; or

(iv) contravene, conflict with, result in a violation or breach of or loss of rights under, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or result in the creation of any encumbrance under, any provision of any agreement, indenture or instrument to which the Company or its subsidiaries is a party (a "**Material Contract**") that is in effect as of the date hereof, or give any person the right to: (i) declare a default or exercise any remedy under any Material Contract in effect as of the date hereof; (ii) accelerate the maturity or performance of any Material Contract in effect as of the date hereof; or (iii) cancel, terminate, or modify any term of any Material Contract in effect as of the date hereof.

(d) **Purchased Shares; Warrant Shares**. The Purchased Shares, when issued and paid for by the Purchaser pursuant to this Agreement, will be duly authorized and validly issued and shall be non-assessable (meaning that the holder of such Common Share shall not, by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Common Share), and such Purchased Shares will be issued without violation of any preemptive or similar rights of any shareholder of the Company and free and clear of all liens and charges (except or those liens and changes created by the Purchaser or those created as a direct result of the Common Shares being delivered in book-entry form). The Warrant Shares, when issued in accordance with the terms of the Pre-Funded Warrants, will be duly authorized and validly issued and shall be non-assessable (meaning that the holder of such Common Share shall not, by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Common Share), and such Warrant Shares will be issued without violation of any preemptive or similar rights of any shareholder of the Company and free and clear of all liens and charges (except or those liens and changes created by the Purchaser or those created as a direct result of the Common Shares being delivered in book-entry form). The Company has reserved from its duly authorized capital stock the maximum number of Warrant Shares issuable pursuant to the Pre-Funded Warrants.

(e) **Capitalization**. The authorized share capital of the Company consists of 750,000,000 Common Shares, 200,752,775 of which were issued and outstanding as of May 22, 2025. As of the date of this Agreement, all of the outstanding Common Shares have been duly authorized, are fully paid and non-assessable (meaning that the holder of a Common Share shall not, by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Common Share) and were issued in compliance with all applicable securities Laws.

(f) **SEC Reports.** As of their respective dates, none of the reports, schedules, forms and other documents required to be filed by the Company under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), including pursuant to Section 13(a) or 15(d) thereof from January 1, 2025 through the Agreement Date (such materials being collectively referred to herein as the "**SEC Reports**") contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) **Absence of Changes**. Since December 31, 2024 and March 31, 2025, the dates of the latest audited and interim financial statements included within the SEC Reports, there has not been any Material Adverse Effect, and to the Company's knowledge, no event has occurred or circumstance has arisen that, in combination with any other events or circumstances, could reasonably be expected to have or result in a Material Adverse Effect.

(h) **Compliance with Laws**. The Company and each of its subsidiaries is in compliance in all material respects with all applicable Laws to which the Company is subject, except where the failure to be in compliance with such Laws would not reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries (taken as a whole). Neither the Company nor any of its Subsidiaries has received any written notice or, to the Company's knowledge, other communication from any Governmental Authority or other person regarding any actual or possible material violation of, or failure to comply with, any applicable Law that would reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries (taken as a whole).

(i) **Consents**. Assuming the accuracy of the representations and warranties of the Purchaser herein, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the authorization, execution or delivery by the Company of this Agreement, the issuance and sale of the Purchased Shares and the Pre-Funded Warrant and the performance by the Company of its obligations under this Agreement, except (a) such as have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to Nasdaq Global Market for the issuance and sale of the Purchased Shares and the Pre-Funded Warrant, and the listing of the Purchased Shares and the Warrant Shares, when issued, for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) such as may be required under the securities, or blue sky, Laws of any state jurisdiction in connection with the offer and sale by the Company of the Purchased Shares, the Pre-Funded Warrant and the Warrant Shares pursuant to this Agreement, (d) the filing of the registration statement required to be filed by the Registration Rights Agreement (as defined herein), or (e) such that the failure of which to obtain would not have a Material Adverse Effect.

5. **Representations and Warranties of the Purchaser**. The Purchaser hereby represents and warrants to the Company as of the date hereof:

(a) **Organization**. The Purchaser is (a) duly organized, validly existing and in good standing under the laws of its place of incorporation, organization or formation and (b) has all requisite power, right and authority to conduct its business as now conducted in all material respects.

(b) **Authorization**. The Purchaser has all necessary power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. This Agreement, when executed and delivered by the Purchaser, will, assuming the due and valid authorization, execution and delivery of such Agreement by the Company, constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) **Non-Contravention**. Except as may result from any facts or circumstances relating solely to the Company or its Subsidiaries, neither the execution, delivery and performance of this Agreement by the Purchaser, nor the consummation by the Purchaser of the transactions contemplated by this Agreement, will (with or without the passage of time or giving of notice or both) (i) conflict with or violate the organizational documents of the Purchaser, (ii) result in a breach or default under, or create in any person the right to terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, conflict with or violate any Order or Material Contract to which the Purchaser is a party, by which the Purchaser is bound or by which any of the Purchaser's properties or assets is subject, or (iii) violate any material Law or Order applicable to the Purchaser or any of the Purchaser's properties or assets, except in each case that would not, individually or in the aggregate, have a material adverse effect on the Purchaser's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby.

(d) **Purchase Entirely for Own Account**. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation under this Section 5 to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Purchased Shares and the Pre-Funded Warrant to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any third party to sell, transfer or grant participations to any third party, with respect to any of the Purchased Shares or the Pre-Funded Warrant (including the Warrant Shares).

(e) **Status of Purchaser**. The Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has such knowledge, skill and experience in financial, investment and business matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Purchased Shares and the Pre-Funded Warrant (including the Warrant Shares). The Purchaser has had the opportunity to consult with the Purchaser's own attorney, accountant and/or financial advisers regarding the Purchaser's investment in the Purchased Shares and the Pre-Funded Warrant (including the Warrant Shares) and their suitability for purchase by the Purchaser, and to the extent deemed necessary by the Purchaser in its sole discretion the Purchaser has retained, at the Purchaser's own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits, risks and consequences of this Agreement and of purchasing and owning the Purchased Shares and the Pre-Funded Warrant (including the Warrant Shares).

(f) **Restricted Securities**. The Purchaser understands that the Purchased Shares and the Pre-Funded Warrant are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Purchased Shares and the Pre-Funded Warrant may be resold without registration under the Securities Act only in certain limited circumstances. The Warrant Shares may be subject to similar restrictions, subject to the terms of the Pre-Funded Warrant.

(g) **General Solicitation**; Acknowledgements Regarding Placement Agents. The Purchaser represents that neither the Purchased Shares nor the Pre-Funded Warrant were offered or sold to it by means of any form of general solicitation or general advertising as such terms are used in Regulation D of the Securities Act. The Purchaser represents that it is making this investment based on the results of its own due diligence investigation of the Company, and has not relied on any information or advice furnished by or on behalf of Guggenheim Securities, LLC or Berenberg Capital Markets LLC (the "**Placement Agents**")in connection with the transactions contemplated hereby.

6. **Conditions**.

(a) **Conditions to the Obligations of the Company and the Purchaser**. The respective obligations of each of the Company and Purchaser to effect the Closing shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following condition:

(i) no temporary or permanent Order shall have been enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority nor shall any proceeding brought by a Governmental Authority seeking any of the foregoing be pending, or any applicable Law shall be in effect enjoining or otherwise prohibiting consummation of the sale and purchase of the Purchased Shares and the Pre-Funded Warrant.

(b) **Conditions to the Obligations of the Company**. The obligations of the Company to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing of the following conditions:

(i) the representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date); and

(ii) the Purchaser shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing.

(c) **Conditions to the Obligations of the Purchaser**. The obligations of the Purchaser to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(i) representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(ii) the Company shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing;

(iii) the Company and the other parties thereto shall have executed and delivered the Registration Rights Agreement to the Purchaser;

(iv) the Company shall have executed and delivered to the Purchaser that certain side letter agreement (the "Side Letter Agreement") on the terms as separately agreed between the Company and the Purchaser;

(v) the Company shall have, or shall be prepared to deliver substantially simultaneously with the Closing hereof, the Warrant Certificate.

7. **Termination**. This Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the mutual written agreement of the Company and Purchaser to terminate this Agreement.

8. **Miscellaneous**.

(a) **Further Assurance**. Each party shall execute and cause to be delivered to the other parties hereto such instruments and other documents, and shall take such other actions, as such party may reasonably request (at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

(b) **Fees and Expenses**. Except as otherwise expressly provided in this Agreement or as expressly agreed to among any of the parties, each party will bear its respective expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

(c) **Notices**. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; provided, that, a copy of any notice sent by electronic mail or facsimile pursuant to this clause (b) must also be sent within one (1) business day by overnight mail with a nationally recognized overnight courier, freight prepaid, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth below, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 8(c):

If to the Company: Atai Life Sciences N.V.
Wallstrasse 16, 10179
Berlin, Germany
Attention: Ryan Barrett, General Counsel
Email: [***]

with a copy to:	Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attention: Nathan Ajiashvili Email: [***]
If to the Purchaser:	Ferring Ventures S.A. Chemin de la Vergognausaz 50 1162 St-Prex, Switzerland Attention: Margaret Wynne, Senior Counsel Email: [***]
with a copy to:	Ferring Ventures S.A. Chemin de la Vergognausaz 50 1162 St-Prex, Switzerland Attention: Jose-Javier Enriquez, Head of Finance Email: [***]

(d) **Amendments and Waivers**. Any term of this Agreement may be amended, terminated, waived or modified only with the written consent of the Company and the Purchaser. Subject to applicable Laws, any failure of the parties to comply with any obligation, covenant, agreement, or condition in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. No delay on the part of any party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power, or privilege under this Agreement operate as a waiver of any other right, power, or privilege under this Agreement, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent will be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8(d). Any amendment or waiver effected in accordance with this Section 8(d) shall be binding upon the Purchaser and each transferee of the Purchased Shares and the Pre-Funded Warrant, each future holder of all such securities, and the Company.

(e) **Non-Recourse**. This Agreement may only be enforced against, and any claim, action, suit or other legal 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 or thereto and then only with respect to the specific obligations set forth herein or therein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any party hereto or of any affiliate of any party hereto ("**Non-Party Affiliates**"), or any of their successors or permitted assigns, shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or affiliates) for any obligations or liabilities of any party hereto under this Agreement for any claim, action, legal suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby; and each party hereto waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Agreement.

(f) **Severability**. If any term or other provision of this Agreement is deemed by any court to be violative of Law or public policy and therefore invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

(g) **Cumulative Remedies; Specific Performance**. The rights and remedies of the parties hereto shall be cumulative (and not alternative) of each other and of every other right or remedy the parties may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, irreparable damage may occur and the parties may not have any adequate remedy at law, and that such other party may be entitled (in addition to any other remedy that may be available to it) to an Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision by such party breaching or threatening breach, and an injunction or injunctions preventing or restraining such breach or threatened breach against such party, in each case without proof of actual damages or otherwise. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(h) **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York. The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court in the County of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court in the County of New York, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE PURCHASED SHARES AND THE PRE-FUNDED WARRANT OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(i) **Entire Agreement**. This Agreement, the Warrant Certificate, the Registration Rights Agreement and the Side Letter Agreement constitute the entire agreement of the parties with respect hereto, and supersedes all prior and all other contemporaneous agreements, understandings, negotiations and statements, both written and oral, among the parties or any of their affiliates (for the avoidance of doubt, not including the Company) with respect to the transactions contemplated hereby.

(j) **Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The rights and obligations of this Agreement may not be assigned by any party without the prior written consent of the Company and the Purchaser. Any purported assignment that does not comply with the provisions of this Section 8(j) shall be void.

(k) **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(l) **Interpretation and Rules of Construction**.

(i) When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents, titles and section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(ii) Each party hereto agrees that it has been represented by counsel during the negotiation and execution of this Agreement and, therefore, waives the application of any Law providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. The parties hereto intend that each representation, warranty and covenant contained herein shall have independent significance. Without limiting anything contained in this Agreement, it is acknowledged that if any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant.

(iii) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates (such that, for instance, "including" shall mean "including, without limitation"). The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The word "if" and other words of similar import when used herein shall be deemed in each case to be followed by the phrase "and only if." The words "herein," "hereto," and "hereby" and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement. Any reference herein to "dollars" or "$" shall mean United States dollars. The term "or" shall be deemed to mean "and/or". Any reference to any particular code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified and any reference herein to an administrative or other regulatory body shall be deemed to include reference to any successor thereto. Any reference herein to any period of days will mean the relevant number of calendar days unless otherwise specified. When calculating the period of time before which, within which or following which, any act is to be done or step taken under this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a non-business day, the period in question will end on the next succeeding business day. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(m) **Survival**. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

(n) **Exculpation of the Placement Agent**s. Each party hereto agrees for the express benefit of the Placement Agents, and their respective affiliates and representatives that neither the Placement Agents, nor their respective affiliates and representatives has made any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the execution, delivery and performance of this Agreement or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Company pursuant to this Agreement or in connection with any of the transactions contemplated hereby; or shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by this Agreement or (y) for anything which any of them may do or refrain from doing in connection with this Agreement, except for such party's own gross negligence, willful misconduct or bad faith.

(o) **Third Party Beneficiaries.** The Placement Agents and their respective affiliates and representatives may rely on and shall be express third party beneficiaries of the representations and warranties and other provisions herein as if such representations and warranties, as applicable, were made directly to the Placement Agents.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Agreement Date.

COMPANY:

ATAI LIFE SCIENCES N.V.

By: /s/Srinivas Rao
Name: Srinivas Rao
Title: CEO

[*Signature Page to Subscription Agreement*]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Agreement Date.

PURCHASER:

Ferring Ventures S.A.

By: /s/ Jean-Frédéric Paulsen
Name: Jean-Frédéric Paulsen
Title: Chairman

By: /s/ Margaret Wynne
Name: Margaret Wynne
Title: Senior Counsel

[*Signature Page to Subscription Agreement*]

Exhibit A

Registration Rights Agreement

Exhibit B

Form of Warrant Certificate

Exhibit 10.6

Execution Version

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS THEREUNDER. THE SECURITIES PURCHASED HEREUNDER MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**") is made and entered into as of June 2, 2025 (the "**Agreement Date**"), by and among (i) Adage Capital Partners LP (the "**Purchaser**") and (ii) ATAI Life Sciences N.V. (the "**Company**").

WHEREAS, the Company is party to that certain Share Purchase Agreement relating to an acquisition of Beckley Psytech Limited, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "**Share Purchase Agreement**"), by and among the Company and the sellers listed in the Share Purchase Agreement (the "**Sellers**"), pursuant to which, among other things, the Sellers desire to sell and the Company desires to acquire the entire issued share capital of Beckley Psytech Limited, a company incorporated in England and Wales with company number 11496099, whose registered office is at Beckley Park, Beckley, Oxford, England OX3 9SY (the "**Acquisition**"); provided, however, the to the sale of Common Shares pursuant to this Agreement is expressly not conditioned upon the closing of the Acquisition;

WHEREAS, the Company has agreed to issue to the Purchaser ordinary shares in the capital of the Company with a nominal value of €0.10 per share ("**Common Shares**"); and

WHEREAS, as of the date hereof, the Company and Apeiron Investment Group Ltd have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit A (the "**Registration Rights Agreement**"), to which the Sellers will also be joined as a party upon the closing of the Acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. **Purchase and Sale of the Purchased Shares**. Subject to the terms and conditions hereof, the Company hereby agrees to issue, sell, assign, transfer and convey to Purchaser, and Purchaser, hereby agrees to purchase and accept from the Company, at the Closing (as hereinafter defined), 5,434,782 Common Shares. The Common Shares purchased by the Purchaser pursuant to this Agreement shall be referred to in this Agreement as the "**Purchased Shares**". The Purchased Shares shall be purchased free and clear of all encumbrances (other than those imposed by the Securities Act, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations; or pursuant to any applicable state "blue sky" laws, or encumbrances arising out of actions of the Purchaser or any encumbrances created as a result of, or in connection with, the Purchased Shares being in book-entry form).

2. **Purchase Price**. Upon the terms and subject to the conditions set forth in this Agreement, the Purchaser agrees to purchase, and the Company agrees to sell, the Purchased Shares for an aggregate purchase price of $9,999,998.88 (the "**Purchase Price**").

3. **Closing**. The closing of the purchase and sale of the Purchased Shares under this Agreement (the "**Closing**") shall occur on or about June 3, 2025 (the "**Closing Date**"). At the Closing, the Company shall issue (whether or not through the facilities of The Depository Trust Company) to the Purchaser the Purchased Shares against, and subject to receipt by the Company of, payment of the Purchase Price by wire transfer of immediately available funds to an account designated by the Company, and the Company shall provide evidence to the Purchaser from the Company's transfer agent of the delivery and issuance of the Purchased Shares on the books and records of such transfer agent.

4. **Representations and Warranties of the Company**. The Company hereby represents and warrants to the Purchaser as of the date hereof as follows:

(a) **Due Organization; Qualification**.

(i) Each of the Company and its subsidiaries is duly organized, validly existing and in good standing (in each jurisdiction in which such qualification exists) under the laws of its place of incorporation, organization or formation and has all necessary power and authority to conduct its business in the manner in which its business is currently being conducted.

(ii) The Company is duly registered, licensed or otherwise qualified to do business as a foreign entity, and is in good standing, under the laws of all jurisdictions in which such qualification exists and where the character of the properties owned or leased by it or the nature of its business requires such registration, licensing or other qualification, except where such failure to be so registered, licensed or otherwise qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company or on the Company's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby (a "**Material Adverse Effect**"). Each of the Company's subsidiaries is duly registered, licensed or otherwise qualified to do business as a foreign entity, and is in good standing, under the laws of all jurisdictions which such qualification exists and where the character of the properties owned or leased by it or the nature of its business requires such registration, licensing or other qualification, except where such failure to be so registered, licensed or otherwise qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no pending or, to the knowledge of the Company, threatened proceeding for the dissolution or liquidation of the Company or any of its subsidiaries.

(b) **Authority; Binding Nature of Agreement**. The Company has all necessary power and authority to enter into and to perform its obligations under this Agreement, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar law relating to or affecting the enforcement of creditors' rights generally and legal principles of general applicability governing the availability of equitable remedies.

(c) **Non-Contravention**. Except as may result from any facts or circumstances relating solely to the Purchaser (and in the case of clauses (iii) and (iv), except as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impede the Company's ability to consummate the transactions contemplated hereby), neither (x) the execution, delivery or performance of this Agreement by the Company, nor (y) the consummation of the transactions contemplated hereby by the Company, will directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with or result in a violation of any of the provisions of the Articles of Association of the Company;

(ii) contravene, conflict with or result in a violation of any law, statute, rule or regulation ("**Law**") to which the Company or its subsidiaries is subject, or any agreement, order, judgment or decree ("**Order**") to which the Company or its subsidiaries is subject;

(iii) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any governmental, administrative or other regulatory body ("**Governmental Authority**") the right to revoke, withdraw, suspend, cancel, terminate or modify, any applicable governmental, administrative or other regulatory permits, consents or approvals that are held by the Company or any of its subsidiaries; or

(iv) contravene, conflict with, result in a violation or breach of or loss of rights under, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or result in the creation of any encumbrance under, any provision of any agreement, indenture or instrument to which the Company or its subsidiaries is a party (a "**Material Contract**") that is in effect as of the date hereof, or give any person the right to: (i) declare a default or exercise any remedy under any Material Contract in effect as of the date hereof; (ii) accelerate the maturity or performance of any Material Contract in effect as of the date hereof; or (iii) cancel, terminate, or modify any term of any Material Contract in effect as of the date hereof.

(d) **Purchased Shares**. The Purchased Shares, when issued and paid for by the Purchaser pursuant to this Agreement, will be duly authorized and validly issued and shall be non-assessable (meaning that the holder of such Common Share shall not, by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Common Share), and such Purchased Shares will be issued without violation of any preemptive or similar rights of any shareholder of the Company and free and clear of all liens and charges (except or those liens and changes created by the Purchaser or those created as a direct result of the Common Shares being delivered in book-entry form).

(e) **Capitalization**. The authorized share capital of the Company consists of 750,000,000 Common Shares, 200,752,775 of which were issued and outstanding as of May 22, 2025. As of the date of this Agreement, all of the outstanding Common Shares have been duly authorized, are fully paid and non-assessable (meaning that the holder of a Common Share shall not, by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Common Share) and were issued in compliance with all applicable securities Laws.

(f) **SEC Reports.** As of their respective dates, none of the reports, schedules, forms and other documents required to be filed by the Company under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), including pursuant to Section 13(a) or 15(d) thereof from January 1, 2025 through the Agreement Date (such materials being collectively referred to herein as the "**SEC Reports**") contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) **Absence of Changes**. Since December 31, 2024 and March 31, 2025, the dates of the latest audited and interim financial statements included within the SEC Reports, there has not been any Material Adverse Effect, and to the Company's knowledge, no event has occurred or circumstance has arisen that, in combination with any other events or circumstances, could reasonably be expected to have or result in a Material Adverse Effect.

(h) **Compliance with Laws**. The Company and each of its subsidiaries is in compliance in all material respects with all applicable Laws to which the Company is subject, except where the failure to be in compliance with such Laws would not reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries (taken as a whole). Neither the Company nor any of its Subsidiaries has received any written notice or, to the Company's knowledge, other communication from any Governmental Authority or other person regarding any actual or possible material violation of, or failure to comply with, any applicable Law that would reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries (taken as a whole).

(i) **Consents**. Assuming the accuracy of the representations and warranties of the Purchaser herein, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the authorization, execution or delivery by the Company of this Agreement, the issuance and sale of the Purchased Shares and the performance by the Company of its obligations under this Agreement, except (a) such as have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to Nasdaq Global Market for the issuance and sale of the Purchased Shares, and the listing of the Purchased Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) such as may be required under the securities, or blue sky, Laws of any state jurisdiction in connection with the offer and sale by the Company of the Purchased Shares pursuant to this Agreement, (d) the filing of the registration statement required to be filed by the Registration Rights Agreement (as defined herein), or (e) such that the failure of which to obtain would not have a Material Adverse Effect.

5. **Representations and Warranties of the Purchaser**. The Purchaser hereby represents and warrants to the Company as of the date hereof:

(a) **Organization**. The Purchaser is (a) duly organized, validly existing and in good standing under the laws of its place of incorporation, organization or formation and (b) has all requisite power, right and authority to conduct its business as now conducted in all material respects.

(b) **Authorization**. The Purchaser has all necessary power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. This Agreement, when executed and delivered by the Purchaser, will, assuming the due and valid authorization, execution and delivery of such Agreement by the Company, constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) **Non-Contravention**. Except as may result from any facts or circumstances relating solely to the Company or its Subsidiaries, neither the execution, delivery and performance of this Agreement by the Purchaser, nor the consummation by the Purchaser of the transactions contemplated by this Agreement, will (with or without the passage of time or giving of notice or both) (i) conflict with or violate the organizational documents of the Purchaser, (ii) result in a breach or default under, or create in any person the right to terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, conflict with or violate any Order or Material Contract to which the Purchaser is a party, by which the Purchaser is bound or by which any of the Purchaser's properties or assets is subject, or (iii) violate any material Law or Order applicable to the Purchaser or any of the Purchaser's properties or assets, except in each case that would not, individually or in the aggregate, have a material adverse effect on the Purchaser's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby.

(d) **Purchase Entirely for Own Account**. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation under this Section 5 to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Purchased Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any third party to sell, transfer or grant participations to any third party, with respect to any of the Purchased Shares.

(e) **Status of Purchaser**. The Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has such knowledge, skill and experience in financial, investment and business matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Purchased Shares. The Purchaser has had the opportunity to consult with the Purchaser's own attorney, accountant and/or financial advisers regarding the Purchaser's investment in the Purchased Shares and their suitability for purchase by the Purchaser, and to the extent deemed necessary by the Purchaser in its sole discretion the Purchaser has retained, at the Purchaser's own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits, risks and consequences of this Agreement and of purchasing and owning the Purchased Shares.

(f) **Restricted Securities**. The Purchaser understands that the Purchased Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Purchased Shares may be resold without registration under the Securities Act only in certain limited circumstances.

(g) **General Solicitation**; Acknowledgements Regarding Placement Agents. The Purchaser represents that no Purchased Shares were offered or sold to it by means of any form of general solicitation or general advertising as such terms are used in Regulation D of the Securities Act. The Purchaser represents that it is making this investment based on the results of its own due diligence investigation of the Company, and has not relied on any information or advice furnished by or on behalf of Guggenheim Securities, LLC or Berenberg Capital Markets LLC (the "Placement Agents") in connection with the transactions contemplated hereby.

6. **Conditions**.

(a) **Conditions to the Obligations of the Company and the Purchaser**. The respective obligations of each of the Company and Purchaser to effect the Closing shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following condition:

(i) no temporary or permanent Order shall have been enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority nor shall any proceeding brought by a Governmental Authority seeking any of the foregoing be pending, or any applicable Law shall be in effect enjoining or otherwise prohibiting consummation of the sale and purchase of the Purchased Shares.

(b) **Conditions to the Obligations of the Company**. The obligations of the Company to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing of the following conditions:

(i) the representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date); and

(ii) the Purchaser shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing.

(c) **Conditions to the Obligations of the Purchaser**. The obligations of the Purchaser to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(i) representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(ii) the Company shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing; and

(iii) the Company and the other parties thereto shall have executed and delivered the Registration Rights Agreement to the Purchaser.

7. **Termination**. This Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the mutual written agreement of the Company and Purchaser to terminate this Agreement.

8. **Miscellaneous**.

(a) **Further Assurance**. Each party shall execute and cause to be delivered to the other parties hereto such instruments and other documents, and shall take such other actions, as such party may reasonably request (at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

(b) **Fees and Expenses**. Except as otherwise expressly provided in this Agreement or as expressly agreed to among any of the parties, each party will bear its respective expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

(c) **Notices**. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; provided, that, a copy of any notice sent by electronic mail or facsimile pursuant to this clause (b) must also be sent within one (1) business day by overnight mail with a nationally recognized overnight courier, freight prepaid, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth below, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 8(c):

If to the Company:	Atai Life Sciences N.V. Wallstrasse 16, 10179 Berlin, Germany Attention: Ryan Barrett, General Counsel Email: [***]
with a copy to:	Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attention: Nathan Ajiashvili Email: [***]
If to the Purchaser:	Adage Capital Partners LP 200 Clarendon St., Boston, MA 02116

(d) **Amendments and Waivers**. Any term of this Agreement may be amended, terminated, waived or modified only with the written consent of the Company and the Purchaser. Subject to applicable Laws, any failure of the parties to comply with any obligation, covenant, agreement, or condition in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. No delay on the part of any party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power, or privilege under this Agreement operate as a waiver of any other right, power, or privilege under this Agreement, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent will be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8(d). Any amendment or waiver effected in accordance with this Section 8(d) shall be binding upon the Purchaser and each transferee of the Purchased Shares, each future holder of all such securities, and the Company.

(e) **Non-Recourse**. This Agreement may only be enforced against, and any claim, action, suit or other legal 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 or thereto and then only with respect to the specific obligations set forth herein or therein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any party hereto or of any affiliate of any party hereto ("**Non-Party Affiliates"**), or any of their successors or permitted assigns, shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or affiliates) for any obligations or liabilities of any party hereto under this Agreement for any claim, action, legal suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby; and each party hereto waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Agreement.

(f) **Severability**. If any term or other provision of this Agreement is deemed by any court to be violative of Law or public policy and therefore invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

(g) **Cumulative Remedies; Specific Performance**. The rights and remedies of the parties hereto shall be cumulative (and not alternative) of each other and of every other right or remedy the parties may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, irreparable damage may occur and the parties may not have any adequate remedy at law, and that such other party may be entitled (in addition to any other remedy that may be available to it) to an Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision by such party breaching or threatening breach, and an injunction or injunctions preventing or restraining such breach or threatened breach against such party, in each case without proof of actual damages or otherwise. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(h) **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York. The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court in the County of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court in the County of New York, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE PURCHASED SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(i) **Entire Agreement**. This Agreement and the Registration Rights Agreement constitute the entire agreement of the parties with respect hereto, and supersedes all prior and all other contemporaneous agreements, understandings, negotiations and statements, both written and oral, among the parties or any of their affiliates (for the avoidance of doubt, not including the Company) with respect to the transactions contemplated hereby.

(j) **Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The rights and obligations of this Agreement may not be assigned by any party without the prior written consent of the Company and the Purchaser. Any purported assignment that does not comply with the provisions of this Section 8(j) shall be void.

(k) **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(l) **Interpretation and Rules of Construction**.

(i) When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents, titles and section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(ii) Each party hereto agrees that it has been represented by counsel during the negotiation and execution of this Agreement and, therefore, waives the application of any Law providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. The parties hereto intend that each representation, warranty and covenant contained herein shall have independent significance. Without limiting anything contained in this Agreement, it is acknowledged that if any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant.

(iii) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates (such that, for instance, "including" shall mean "including, without limitation"). The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The word "if" and other words of similar import when used herein shall be deemed in each case to be followed by the phrase "and only if." The words "herein," "hereto," and "hereby" and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement. Any reference herein to "dollars" or "$" shall mean United States dollars. The term "or" shall be deemed to mean "and/or". Any reference to any particular code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified and any reference herein to an administrative or other regulatory body shall be deemed to include reference to any successor thereto. Any reference herein to any period of days will mean the relevant number of calendar days unless otherwise specified. When calculating the period of time before which, within which or following which, any act is to be done or step taken under this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a non-business day, the period in question will end on the next succeeding business day. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(m) **Survival**. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

(n) **Exculpation of the Placement Agent**s. Each party hereto agrees for the express benefit of the Placement Agents, and their respective affiliates and representatives that neither the Placement Agents, nor their respective affiliates and representatives has made any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the execution, delivery and performance of this Agreement or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Company pursuant to this Agreement or in connection with any of the transactions contemplated hereby; or shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by this Agreement or (y) for anything which any of them may do or refrain from doing in connection with this Agreement, except for such party's own gross negligence, willful misconduct or bad faith.

(o) **Third Party Beneficiaries.** The Placement Agents and their respective affiliates and representatives may rely on and shall be express third party beneficiaries of the representations and warranties and other provisions herein as if such representations and warranties, as applicable, were made directly to the Placement Agents.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Agreement Date.

COMPANY:

ATAI LIFE SCIENCES N.V.

By: /s/Srinivas Rao
Name: Srinivas Rao
Title: CEO

[*Signature Page to Subscription Agreement*]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Agreement Date.

PURCHASER:

Adage Capital Partners LP

By: /s/ Daniel Lehan
Name: Daniel Lehan
Title: COO

[*Signature Page to Subscription Agreement*]

Exhibit A

Registration Rights Agreement

Exhibit 10.7

PURSUANT TO THE TERMS OF THIS WARRANT, ALL OR A PORTION OF THIS WARRANT MAY HAVE BEEN EXERCISED OR CANCELED, AND THEREFORE THE ACTUAL NUMBER OF WARRANT SHARES REPRESENTED BY THIS WARRANT MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF. ANY TRANSFEREE OF THIS WARRANT SHOULD CONTACT ATAI LIFE SCIENCES N.V. IN ADVANCE OF ACQUIRING THIS WARRANT TO BE APPRISED OF THE ACTUAL NUMBER OF SHARES THAT MAY BE ACQUIRED PURSUANT TO THE EXERCISE OF THIS WARRANT.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE COMPANY REQUESTS, AN OPINION SATISFACTORY TO THE COMPANY TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL.

FORM OF PRE-FUNDED ORDINARY SHARE PURCHASE WARRANT

ATAI LIFE SCIENCES N.V.

Warrant Shares: 6,311,006 Issue Date: [__], 2025

THIS PRE-FUNDED ORDINARY SHARE PURCHASE WARRANT (the "Warrant") certifies that, for value received, Ferring Ventures S.A. or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time and from time to time on or after the date hereof (the "Issue Date") and until this Warrant is exercised in full (the "Termination Date"), to subscribe for and purchase from ATAI Life Sciences N.V., a public company incorporated under Dutch law (*naamloze vennootschap*) (the "Company"), up to 6,311,006 (as subject to adjustment hereunder) of the Company's ordinary shares with a nominal value €0.10 per share ("Common Shares", and each Common Share issuable upon exercise of this Warrant, a "Warrant Share", and all such shares, the "Warrant Shares") at an exercise price per Warrant Share equal to $0.01, subject to adjustment hereunder (the "Exercise Price"). The purchase price of this Warrant is $1.83 (the "Purchase Price").

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the supervisory board of directors of the Company or similar governing body if no supervisory board of directors (e.g. the board of directors or similar body, if a single-tiered board of directors).

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

"Common Share Equivalents" means any securities of the Company which would entitle the holder thereof to acquire Common Shares at any time, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Shares.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exercise Price" has the meaning set forth in the preamble.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Purchase Price" has the meaning set forth in the preamble.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subscription Agreement" means that certain Subscription Agreement, dated as of the date therein, among the Company and Ferring Ventures S.A..

"Subsidiary" means any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the Common Shares are traded on a Trading Market.

"Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

"Transfer Agent" means the then current transfer agent of the Company.

"VWAP" means, for any date, the price per Common Share determined by the first of the following clauses that applies: (a) if the Common Shares are then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Shares for such date (or the nearest preceding date) on the Trading Market on which the Common Shares are then listed or quoted as reported by Bloomberg L.P. ("Bloomberg") (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Shares are then listed on OTCQB or OTCQX, the volume weighted average price of the Common Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Shares are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent price per Common Share so reported, or (d) in all other cases, the fair market value of one Common Share as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then the Board of Directors of the Company shall use its good faith judgment to determine the fair market value. The Board of Directors' determination shall be binding upon all parties.

"Warrant Shares" has the meaning set forth in the preamble.

Section 2. Exercise.

(a) Exercise of Warrant. Exercise of the unexercised part of this Warrant may be made, in whole or in part, at any time or times on or after the Issue Date and on or before the Termination Date by delivery (whether via facsimile, electronic mail or otherwise) to the Company of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise") and delivery of the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by (A) wire transfer of immediately available funds to an account designated by the Company in writing or (B) cashier's check drawn on a United States bank, in each case unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares that can be subscribed for under this Warrant in an amount equal to the applicable number of Warrant Shares subscribed for. The Holder and the Company shall maintain records showing the number of Warrant Shares subscribed for and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any transferee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof. The Holder shall not be entitled to the return or refund of all, or any portion, of any pre-paid Purchase Price under any circumstance or for any reason whatsoever.**

(b) Exercise Price. The Purchase Price of this Warrant, less the aggregate Exercise Price, was pre-funded to the Company on or prior to the Issue Date. The pre-funded Purchase Price of this Warrant shall be considered to have been pre-paid on the Warrant Shares issuable hereunder and, consequently, upon the issuance of any Warrant Shares pursuant to the exercise of this Warrant, such Warrant Shares shall have been paid up in full and the Company irrevocably consents to such payment being made in a currency other than the Euro. Consequently, no additional consideration (other than the Exercise Price per Warrant Share) shall be required to be paid by the Holder to effect any exercise of this Warrant. The Holder shall not be entitled to the return or refund of all, or any portion, of such pre-paid aggregate exercise price under any circumstance or for any reason whatsoever.

(c) Cashless Exercise. This Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to (X) multiplied by the quotient obtained by dividing [(A) minus (B)] by (A), where:

(A) = the average VWAP on the five Trading Days (i) immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise and payment of the aggregate Exercise Price is both executed and delivered pursuant to Section 2(a) hereof (1) on a day that is not a Trading Day or (2) on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(68) of Regulation NMS promulgated under the federal securities laws) or during "regular trading hours" on such Trading Day or (ii) ending on (and inclusive of) the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise and payment of the aggregate Exercise Price is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the aggregate Exercise Price of the Warrant Shares with respect to which this Warrant is being exercised, as adjusted hereunder; and

(X) = the number of Warrant Shares with respect to which this Warrant is then being exercised

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrant being exercised, including subject to Section 2(d)(viii) below. The Company agrees not to take any position contrary to this Section 2(c).

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. Upon exercise of this Warrant, the Company shall issue (whether or not through the facilities of The Depository Trust Company, which shall be at the option of the Company) to the Holder the Warrant Shares purchased hereunder against, and subject to receipt by the Company of, the payment of the aggregate Exercise Price by wire transfer of immediately available funds to an account designated by the Company, and the Company shall provide evidence to the Holder from the Company's Transfer Agent of the delivery and issuance of the Warrant Shares on the books and records of such Transfer Agent to the address specified by the Holder in the Notice of Exercise by the date that is two (2) Trading Days after the delivery to the Company of the Notice of Exercise and (other than in the case of a cashless exercise) receipt of the aggregate Exercise Price by the Company (such date, the "Warrant Share Delivery Date"). The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant , at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares underlying this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date (subject to receipt of the aggregate Exercise Price for the applicable exercise (other than in the case of a cashless exercise)), then the Holder will have the right to rescind such exercise.

(iv) [Reserved]

(v) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

(vi) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

(vii) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(viii) Agreement to Comply with the Securities Act; Legend. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the restrictive legend requirements set forth on the face of this Warrant and further agrees that Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Act. This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Act) shall be stamped or imprinted with a legend in substantially the same form as set forth on the face of this Warrant with such changes as necessary to reflect that the securities are Common Shares; provided that, such Warrant or any Warrant Shares need not bear such a legend if the Company determines, in its reasonable discretion, that such Warrant Share need not bear such a legend.

(e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with (i) the Holder's Affiliates and (ii) any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder or any of the Holder's Affiliates for purposes of Section 13(d) of the Exchange Act (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any aggregation of beneficial ownership as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of shares of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e). Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. Notwithstanding the foregoing, this Section 2(e) shall have no effect and shall not limit the ability to exercise (including the exercise in full) or require any advance notice of this Warrant from the time of the public announcement of (x) the entry into a merger agreement between the Company and any party other than the Holder, (y) the commencement of a tender offer by any party other than the Holder or (z) any other transaction that would be a Fundamental Transaction upon closing of such transaction. After the shareholder vote to approve such transaction or public announcement of the abandonment of such transaction, this Section 2(e) will automatically come back into force and effect and restrict the exercise according to the above terms.

Section 3. Certain Adjustments.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Shares into a larger number of Common Shares, (iii) combines (including by way of reverse stock split) outstanding Common Shares into a smaller number of Common Shares, or (iv) issues by reclassification of Common Shares any shares in its share capital, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above and notwithstanding the adjustments pursuant to Section 3(b) above, if at any time the Company grants, issues or sells any Common Share Equivalents or rights to purchase shares, warrants, securities or other property pro rata to the record holders of any class of Common Shares (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of Common Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Common Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, shares or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of Common Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the participation in such Distribution (provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any Common Shares as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(d) Fundamental Transaction. If, at any time while this Warrant is outstanding, in each case other than in connection with a redomiciliation of the Company to another jurisdiction that is by way of merger, conversion or similar transaction, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person , (ii) the Company or any Subsidiary, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Shares are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Shares or 50% or more of the voting power of the common equity of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding Common Shares or 50% or more of the voting power of the Common Shares of the Company (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of Common Shares of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Common Shares for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Common Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(e) Certain Transactions. In the event of any event or transaction, including, without limitation, the redomiciliation of the Company into another jurisdiction (including by way of merger or similar transaction), the conversion of the Company to another entity form, or a holding company transaction where a holding company is interposed between the Company and its shareholders, as a result of which, in each case, the Common Shares are converted into, or are exchanged for, or represent solely the right to receive, other securities, then, notwithstanding anything to the contrary herein, the consideration due upon exercise of any Warrant will be determined in the same manner as if each reference to any number of Common Shares were instead a reference to the same number of such other securities.

(f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

(g) Notice to Holder for Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(h) Nasdaq. Notwithstanding the foregoing, no Common Shares will be issued to the extent such issuance would violate Nasdaq Rule 5635.

Section 4. Transfer of Warrant.

(a) Transferability. This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

(a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3 (and for the avoidance of doubt, except to the extent the Holder is required to be deemed a holder of the Warrant Shares under applicable Tax law). Without limiting the rights of a Holder to receive Warrant Shares on a "cashless exercise," and to receive the cash payments contemplated pursuant to Sections 2(d)(i), in no event will the Company be required to net cash settle an exercise of this Warrant.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of such Warrant.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

(d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized but unissued share capital, solely for the purpose of enabling it to issue the Warrant Shares upon exercise of this Warrant as herein provided, a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of this Warrant will and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable (meaning that a holder of a Warrant Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Warrant Share) and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its articles of association or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the nominal value of any Warrant Shares above the Purchase Price per Warrant Share (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable (meaning that a holder of a Warrant Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Warrant Share) Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

(g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) Notices. Any and all notices or other communications or deliveries to be provided by the holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at Wallstrasse 16, 10179, Berlin, Germany, Attention: Ryan Barrett, General Counsel, Email: [***], or such other facsimile number, email address or address as the Company may specify for such purposes by notice to the holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number, e-mail address or address of such Holder appearing on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Share or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

(m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(*Signature Page Follows*)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

ATAI LIFE SCIENCES N.V.

By: _____
Name:
Title:

[Signature Page to Warrant Agreement]

NOTICE OF EXERCISE

TO: ATAI LIFE SCIENCES N.V.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ "cashless exercise" as set forth in subsection 2(c).

(3) By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of Common Shares (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) permitted to be owned under Section 2(e) of the Warrant to which this notice relates.

(4) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)
Address: _____
(Please Print)
Phone Number: _____
Email Address: _____
Dated: _____
Holder's Signature: _____
Holder's Address: _____

Exhibit 10.8

REGISTRATION RIGHTS AGREEMENT

by and among

ATAI LIFE SCIENCES N.V.,

APEIRON INVESTMENT GROUP LTD,

FERRING VENTURES S.A.,

ADAGE CAPITAL PARTNERS LP

AND

THE OTHER HOLDERS FROM TIME TO TIME PARTIES HERETO

Dated as of June 2, 2025

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Exhibit A: Form of Signature Page and Joinder Agreement

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of June 2, 2025, is by and among (i) ATAI Life Sciences N.V., a public company under Dutch law (*naamloze vennootschap*) ("Company"), (ii) Apeiron Investment Group Ltd ("Apeiron") and Christian Angermayer, (iii) Ferring Ventures S.A. and Adage Capital Partners LP (the "PIPE Investors") and (iv) the Beckley Holders (as defined herein) that become party hereto by execution of the Joinder Agreement in Exhibit A hereto (each a "Party" and, collectively, the "Parties").

WHEREAS, the Company has agreed to provide Apeiron and certain of its Affiliates with certain demand, piggyback and resale shelf registration rights applicable to an "Apeiron Holder" as described herein;

WHEREAS, the Company has entered into a subscription agreement (the "Subscription Agreement") with the PIPE Investors, dated the date hereof, and has agreed to provide the PIPE Investors with certain resale shelf registration rights with respect to the Registrable Securities (as herein after defined) received by the PIPE Investors pursuant to the Subscription Agreement or pursuant to the exercise of that certain pre-funded warrant (the "Pre-Funded Warrant") purchased by Ferring Ventures S.A. pursuant to the Subscription Agreement;

WHEREAS, the Company has entered into that certain Share Purchase Agreement (the "SPA"), dated as of the date hereof, which provides, among other things, for the Company to acquire the entire issued share capital not already held by the Company of Beckley Psytech Limited, a company incorporated in England and Wales, upon the terms and subject to the conditions set forth in the SPA;

WHEREAS, in connection with, and effective upon, the completion of the transactions contemplated by the SPA, the Company has agreed to provide certain resale shelf registration rights with respect to the Registrable Securities received in connection with the consummation of the transactions contemplated by the SPA by former shareholders of Beckley (each, a "Beckley Holder"); and

WHEREAS, each Beckley Holder may, by execution of a Joinder Agreement in the form set forth in Exhibit A hereto become party to this Agreement, with the rights, privileges and obligations of a "Holder" herein.

NOW THEREFORE, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

Article I
DEFINITIONS

SECTION 1.01 Definitions.

(a) The following terms, as used herein, have the following meanings:

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

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

"Affiliate" of any specified Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided, that (i) "Affiliate" shall not include any portfolio company of any specified Person and (ii) with respect to the Company, "Affiliates" means the Company and any Person that is controlled, directly or indirectly, by the Company.

"Apeiron Holder" means each of Apeiron, Christian Angermayer and any of Apeiron's Affiliates that has executed a Joinder Agreement to become a Party hereto pursuant to the terms hereof.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in the City of New York are authorized or obligated by law or executive order to close.

"Commission" means the U.S. Securities and Exchange Commission.

"Common Shares" means the ordinary shares of the Company, with a nominal value EUR 0.10 each.

"Holder" means any holder, inclusive of Apeiron Holders, the PIPE Investors and Beckley Holders, from time to time of Registrable Securities that is either a Party to this Agreement or has executed a Joinder Agreement to become a Party hereto pursuant to the terms hereof.

"Joinder Agreement" means a joinder agreement to this Agreement, a form of which is attached hereto as Exhibit A.

"Permitted Transferee" means, with respect to any Apeiron Holder, (a) any of its Affiliates or any related or controlled fund or sub-fund, partnership or investment vehicle or any general partner, managing limited partner or management company who holds or manages any business of, or whose business is held or managed by, that Apeiron Holder or any of its Affiliates or (b) any other person with the prior written consent of the Company (not to be unreasonably withheld, delayed or conditioned).

"Person" means an individual, a corporation, a partnership, limited liability entity, an association, a trust or any other entity or organization, including a government, a political subdivision or an agency or instrumentality thereof.

"Registrable Securities" means (i) (A) with respect to the Apeiron Holders, any and all Common Shares held by, or issuable to, such Apeiron Holder from time to time, (B) with respect to the PIPE Investors, the Common Shares received by such PIPE Investors pursuant to the Subscription Agreement and any shares issuable to such PIPE Investors upon exercise of the Pre-Funded Warrant, and (C) with respect to any Beckley Holder, any Common Shares received by such Beckley Holder pursuant to the terms of the SPA, and, in each case, (ii) any other common securities issued and issuable therefor or with respect thereto, whether by way of stock split, stock dividend, reclassification, subdivision or reorganization, recapitalization, merger, consolidation, distribution or similar event (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a Holder of Registrable Securities whenever such Person in its sole discretion has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition or other transfer has actually been effected). As to any particular Registrable Securities, such securities shall cease to constitute Registrable Securities when (1) a registration statement with respect to the offering of such securities by the Holder thereof shall have been declared effective under the 1933 Act and such securities shall have been sold, transferred or disposed of pursuant to such registration statement, (2) such securities have been sold pursuant to a Rule 144 Transfer, (3) such securities shall have been repurchased by the Company or ceased to be outstanding, (4) such securities shall have been otherwise transferred by such Holder to an entity or Person that is not an Affiliate of such Holder, new certificates for such securities not bearing (or book-entry positions not subject to) a 1933 Act legend restricting further transfer shall have been delivered by the Company and subsequent disposition of them shall not require registration or qualification of them under the 1933 Act or any state securities or blue sky law then in effect or (5) such Holder is able to dispose of all of its Registrable Securities pursuant to Rule 144 without volume limitation or other restrictions on transfer thereunder and without the requirement for the Company to be in compliance with Rule 144(c)(1).

"Rule 144" means Rule 144 under the 1933 Act (or any successor Rule).

"Rule 144 Transfer" means any transfer for value conducted in accordance with Rule 144 (or any successor rule promulgated thereafter by the Commission).

(b) The following terms are defined in the respective Sections set opposite each such term below:

Term	**Section**
Advice	Section 2.05
Agreement	Preamble
automatic shelf registration statement	Section 2.03(a)
Blackout Period	Section 2.10
Block Trade	Section 2.03(a)
Company	Preamble
Demand Registration	Section 2.03(a)
FINRA	Section 2.05(o)
Marketed Shelf Offering	Section 2.02(b)
Non-Marketed Shelf Offering	Section 2.02(b)
Opt-Out Request	Section 3.01
Piggyback Holder	Section 2.02(a)
Piggyback Shelf Registration	Section 2.02(b)
Piggyback Offering	Section 2.02(a)
Registration	Section 2.05

Request Notice	Section 2.03(a)
Revoking Holder	Section 2.03(c)
Shelf Registration	Section 2.01(a)
Shelf Registration Statement	Section 2.01(a)

Article II
REGISTRATION RIGHTS

SECTION 2.01 Resale Shelf Registration.

(a) The Company shall use its reasonable best efforts to file as promptly as practicable following, and in any event within 30 calendar days of, the earlier to occur of (i) date of the closing of the transactions contemplated by the SPA and (ii) the date of the termination of the SPA pursuant to its terms (the "Filing Deadline"), a registration statement on Form S-1 or Form S-3 to register for resale from time to time the Registrable Securities of the Holders then outstanding on a delayed or continuous basis pursuant to Rule 415 under the 1933 Act or any successor rule thereto (such shelf registration, a "Shelf Registration", and such registration statement, a "Shelf Registration Statement"), (ii) to promptly thereafter cause the Commission to declare such registration statement effective and (iii) to maintain the effectiveness of such registration statement in accordance with clause (b) of this Section 2.01. The "Plan of Distribution" section of such Shelf Registration Statement shall permit all lawful means of disposition of Registrable Securities, including firm-commitment underwritten public offerings, block trades, agented transactions, sales directly into the market, purchases or sales by brokers, derivative transactions, short sales, stock loan or stock pledge transactions, hedging transactions and sales not involving a public offering by its pledgees, assignees, donees, transferees or successors-in-interest. The Company shall use reasonable efforts to cause such Shelf Registration Statement to be declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) thirty (30) calendar days (provided that such period may be extended to 60 calendar days if the Commission notifies the Company that it will "review" the Shelf Registration Statement) following the Filing Deadline and (ii) the 10th Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the registration statement will not be "reviewed" or will not be subject to further review (the "Effectiveness Deadline").

(b) The Company shall use its reasonable best efforts to keep any Shelf Registration Statement continuously effective under the 1933 Act (including, if necessary, by renewing or refiling a Shelf Registration Statement prior to expiration of the existing Shelf Registration Statement or by filing with the Commission a post-effective amendment or a supplement to the Shelf Registration Statement or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Shelf Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the 1933 Act, the 1934 Act, any state securities or blue sky laws, or any rules and regulations thereunder) in order to permit the prospectus forming a part thereof to be usable by Holders, as to such Registrable Securities, until the date as of which such securities cease to be Registrable Securities.

(c) If such Shelf Registration Statement is filed on Form S-1, the Company will use reasonable best efforts as promptly as reasonably practicable to become and remain eligible to use Form S-3. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on a continuous basis on another appropriate form reasonably acceptable to the Holders, including a Form S-1, and (ii) undertake to register the Registrable Securities on Form S-3 promptly after such form is available; provided, that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission.

(d) Notwithstanding anything contained herein, in the event that the Commission requires the Company to reduce the number of Registrable Securities to be included in a Shelf Registration Statement in order to allow the Company to rely on Rule 415 with respect to such Shelf Registration Statement, then the Company shall reduce the number of Registrable Securities to be included in such Shelf Registration Statement to the maximum number of securities as is permitted to be registered by the Commission. In the event of any reduction in Registrable Securities pursuant to this paragraph, the Company shall use its reasonable best efforts to file one or more additional Shelf Registration Statements so as to cover all of the Registrable Securities not covered by such initial Shelf Registration Statement until such time as all Registrable Securities have been included in Shelf Registration Statements that have been declared effective and the prospectuses contained therein are available for use by the Holders, in each case as soon as practicable (taking into account any position of the staff of the Commission with respect to the date on which the Commission will permit such additional Shelf Registration Statement(s) to be filed and the rules and regulations of the Commission).

SECTION 2.02 Company Registration.

(a) Right to Piggyback on Registered Offerings other than Shelf Registrations. Subject to Section 2.02(c) and Section 2.04, if at any time or from time to time, the Company proposes to file a registration statement (other than pursuant to Section 2.01 and Section 2.02(b), (for which the terms of participation in such registrations are set forth therein)) for its own account, or for the benefit of holders of any of its securities (other than a registration statement (i) on Form S-4 or Form S-8 or any similar successor forms or another form used for a purpose similar to the intended use for such forms or (ii) in connection with any dividend or distribution reinvestment or similar plan) with respect to an offering of securities pursuant to the 1933 Act (a "Piggyback Offering"), then as soon as reasonably practicable, but not less than fifteen (15) Business Days prior to the filing of (x) any preliminary prospectus relating to such Piggyback Offering pursuant to Rule 424(b) under the 1933 Act, (y) any prospectus relating to such Piggyback Offering pursuant to Rule 424(b) under the 1933 Act (if no preliminary prospectus is used), other than, in each case of clause (x) or (y), any preliminary prospectus or prospectus relating to such Piggyback Offering for which notice was previously given pursuant to this Section 2.02(a), or (z) such registration statement, as the case may be, the Company shall give written notice of such proposed Piggyback Offering to the Apeiron Holders and such notice shall offer such Apeiron Holders the opportunity to include in such Piggyback Offering such number of Registrable Securities as each such Apeiron Holder may request. Each such Apeiron Holder shall have ten (10) Business Days after receiving such notice to request in writing to the Company the inclusion of its Registrable Securities in the Piggyback Offering. Upon receipt of any such request for inclusion from an Apeiron Holder received within the specified time (each, a "Piggyback Holder"), the Company shall use reasonable best efforts to effect the registration in any registration statement described in this Section 2.02(a) of any Registrable Securities requested to be included on the terms set forth in this Agreement. If no request for inclusion from an Apeiron Holder is received within the specified time, such Apeiron Holder shall have no further right to participate in such Piggyback Offering. Prior to any Piggyback Offering (or in the case of an underwritten Piggyback Offering, the launch of such underwritten Piggyback Offering), any Apeiron Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any registration statement pursuant to this Section 2.02(a) by giving written notice to the Company, which withdrawal shall be irrevocable and, following which withdrawal, such Apeiron Holder shall no longer have any right to include Registrable Securities in the Piggyback Offering as to which such withdrawal was made. No registration of Registrable Securities effected under this Section 2.02(a) shall relieve the Company of its obligations to effect any registration upon demand under Section 2.03.

(b) Right to Piggyback on Shelf Registrations. If at any time or from time to time, the Company proposes to file a Shelf Registration Statement on its own behalf or on behalf of any shareholder (other than pursuant to Section 2.01), then the Company shall give each Apeiron Holder fifteen (15) Business Days' written notice prior to filing a Shelf Registration Statement and, upon the written request of any Apeiron Holder, received by the Company within ten (10) Business Days of such notice, the Company shall include in such Shelf Registration Statement a number of Common Shares equal to the aggregate number of Registrable Securities requested to be included (or, to the extent permitted, without naming any requesting Apeiron Holder as a selling stockholder and including only a generic description of the Apeiron Holder of such securities). Upon receipt of any such request for inclusion from such Apeiron Holder received within the specified time, the Company shall use reasonable best efforts to effect the registration in any registration statement described in this Section 2.02(b) of any Registrable Securities requested to be included on the terms set forth in this Agreement. If no request for inclusion from an Apeiron Holder is received within the specified time, such Apeiron Holder shall have no further right to participate in such Shelf Registration. Any Shelf Registration in which the Apeiron Holders participate shall be called a "Piggyback Shelf Registration". Prior to the effectiveness of any Shelf Registration Statement, any Apeiron Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in such Shelf Registration Statement pursuant to this Section 2.02(b) by giving written notice to the Company, which withdrawal shall be irrevocable and, following which withdrawal, such Apeiron Holder shall no longer have any right to include Registrable Securities in the Piggyback Shelf Registration as to which such withdrawal was made. No registration of Registrable Securities effected under this Section 2.02(b) shall relieve the Company of its obligations to effect any registration upon demand under Section 2.03. If the Company or any holder of securities elects to sell Registrable Securities pursuant to a Shelf Registration Statement, then the Company shall provide each Apeiron Holder of Registrable Securities ten (10) Business Days' notice in connection with any sale of Registrable Securities pursuant to a Shelf Registration Statement that includes a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and any underwriters (a "Marketed Shelf Offering") or five (5) Business Days' notice in connection with any sale of Registrable Securities pursuant to a Shelf Registration Statement that is not structured as a Marketed Shelf Offering (a "Non-Marketed Shelf Offering") and, upon the written request of any Apeiron Holder, received by the Company within five (5) calendar days of such notice in connection with a Marketed Shelf Offering, or within two (2) Business Days of such notice in connection with any Non-Marketed Shelf Offering, the Company shall include a number of Common Shares in such sale equal to the aggregate number of Registrable Securities requested to be included by such Apeiron Holder, subject to Section 2.04.

(c) Delay or Abandonment of Registration or Offering. The Company shall have the right to delay, terminate or withdraw any Piggyback Shelf Registration or Piggyback Offering prior to the effectiveness of such registration or the completion of such offering whether or not any Apeiron Holder has elected to include Registrable Securities in such registration or offering. In the case of the delay, termination or withdrawal referred to in the immediately preceding sentence, all expenses incurred in connection with such Piggyback Shelf Registration or Piggyback Offering shall be borne entirely by the Company as set forth in Section 2.06 and no such delay shall relieve the Company of its obligations to effect any registration hereunder.

SECTION 2.03 Demand Registration Rights; Demand Shelf Takedowns.

(a) Right to Demand. At any time and from time to time, any Apeiron Holder or Apeiron Holders may make a written request (a "Request Notice"), which Request Notice will specify the aggregate number of Registrable Securities to be registered and will also specify the intended methods of disposition thereof, to the Company for registration with the Commission under and in accordance with the provisions of the 1933 Act of the offer and sale of all or part of the Registrable Securities then owned by such Apeiron Holder (a "Demand Registration"), including without limitation, in the form of a takedown of Registrable Securities from an existing Shelf Registration. A registration pursuant to this Section 2.03 will be on such appropriate form of the Commission as shall be selected by Apeiron and be reasonably acceptable to the Company and shall permit the intended method or methods of distribution specified by the Apeiron Holder(s), including, as applicable, on an underwritten basis. A Demand Registration may be in the form of a block or bought trade (a "Block Trade"), including as an underwritten Block Trade so long as the Company is eligible to use a Form S-3 registration statement at the time of such Block Trade. Notwithstanding the foregoing, if the Apeiron Holder(s) wish to engage in a Block Trade off of an effective Shelf Registration Statement on Form S-3 (either through filing an "automatic shelf registration statement" as defined in Rule 405 under the 1933 Act (an "automatic shelf registration statement") or through a take-down from an already existing Shelf Registration Statement), then notwithstanding the foregoing time periods, the initiating Apeiron Holder(s) only need to notify the Company of the Block Trade three (3) Business Days prior to the day such offering is to commence; provided, that the initiating Apeiron Holder(s) requesting such Block Trade shall have used commercially reasonable efforts to work with the Company and the underwriters prior to making such request in order to facilitate preparation of offering documents related to the Block Trade. Upon receipt of any Request Notice, the Company will use its reasonable best efforts to effect the prompt registration under the 1933 Act of the Registrable Securities which the Company has been so requested to register by the Apeiron Holder as contained in the Request Notice. Notwithstanding the foregoing, the Company shall not be obligated to effect more than an aggregate of two (2) Demand Registrations in any calendar year. The Company shall not be obligated to effect any Demand Registration in any ninety (90)-day period following the later of (i) the effective date of a previous Demand Registration or (ii) the closing of any Demand Registration constituting an underwritten offering.

(b) Underwritten Demand Registrations. If the initiating Apeiron Holder(s) intend to distribute the Registrable Securities covered by its request by means of an underwritten public offering, they shall so advise the Company as a part of their Demand Request; provided the Company shall not be obligated to effectuate any Demand Registration (including a Block Trade) on an underwritten basis unless such offering is reasonably expected to result in aggregate gross cash proceeds (without regard to any underwriting discount or commission) in excess of $25 million.

(c) Revocation. Each Apeiron Holder that delivered a Request Notice to the Company pursuant to Section 2.03(a) may, at any time prior to the effective date of the registration statement relating to such Demand Registration (or in the case of an underwritten Demand Registration, the launch of such underwritten offering), revoke such request by providing a written notice thereof to the Company (the "Revoking Holder") and the aborted registration shall not be deemed to be a Demand Registration for purposes of Section 2.03. The Revoking Holder shall not be required to reimburse the Company for any of its expenses incurred in connection with such attempted registration.

(d) Effective Registration. A registration will not count as a Demand Registration if: (i) the Aperion Holder provides a written notice to the Company that in its good faith judgment the registration should be withdrawn following effectiveness due to a material adverse change in the Company or a material change in the trading price of the Company's shares; (ii) such Registration is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason and the Company fails to promptly have such stop order, injunction or other order or requirement removed, withdrawn or resolved; (iii) the conditions to closing specified in the underwriting agreement or purchase agreement entered into in connection with the registration relating to any such demand are not satisfied; or (iv) such Demand Registration is fully withdrawn pursuant to Section 2.10.

(e) Selection of Underwriters. Apeiron shall have the right to select any managing underwriter(s) in connection with any Demand Registration; provided, that such managing underwriter(s) shall be reasonably acceptable to the Company.

SECTION 2.04 Priority on Registrations. If the managing underwriter or underwriters of an underwritten offering executed pursuant to the terms hereof advise the Company in writing that in its or their opinion the number of securities proposed to be sold in such offering exceeds the number which can be sold, or adversely affects the price at which the securities are to be sold, in such offering, the Company will include in such offering only the number of securities which, in the opinion of such underwriter or underwriters, can be sold in such offering without such adverse effect. To the extent such offering includes securities of more than one shareholder, or the Company and one or more shareholders, the securities so included in such offering shall be apportioned as follows:

(a) In the case of any registration of securities under the 1933 Act initiated by the Company for its own account, allocations shall be made: *first*, to the Company; *second*, to the Piggyback Holders exercising their right to participate in a Piggyback Offering with any cutbacks applied on a pro rata basis among the Apeiron Holders or as otherwise determined by Apeiron; and *third*, to all other holders exercising piggyback registration rights that have been granted by the Company, with any cutbacks applied on a pro rata basis among each other or as they may otherwise agree in writing.

(b) In the case of a Demand Registration, allocations shall be made: *first*, to the Apeiron Holders, with any cutbacks applied on a pro rata basis among the Apeiron Holders or as otherwise determined by Apeiron; *second*, to the Company; and *third*, to all other holders exercising piggyback registration rights granted by the Company, with any cutbacks applied on a pro rata basis among such other holders or as they may otherwise agree in writing.

(c) In the case of a registration initiated by any Person (other than the Company or an Apeiron Holder) exercising demand registration rights granted hereafter by the Company (if any), allocations shall be made: *first*, to the Apeiron Holders, with any cutbacks applied pro rata among the Apeiron Holders on a pro rata basis among the Apeiron Holders or as otherwise determined by Apeiron; *second*, to such initiating Person and to any other holders exercising pari passu registration rights that have been granted by the Company allocated as such Persons have agreed among themselves; *third*, to the Company; and *fourth*, to all other holders exercising piggyback registration rights granted by the Company, with any cutbacks applied on a pro rata basis among such other holders or as they may otherwise agree in writing.

SECTION 2.05 Registration Procedures. It shall be a condition precedent to the obligations of the Company and any underwriter or underwriters to take any action pursuant to this Article II that each Apeiron Holder requesting inclusion in any Piggyback Offering or Demand Registration (each, a "Registration") shall furnish to the Company such information regarding such Apeiron Holder, the Registrable Securities held by it, the intended method of disposition of such Registrable Securities, and such agreements regarding indemnification, disposition of such securities and other matters referred to in this Article II as the Company shall reasonably request and as shall be reasonably required in connection with the action to be taken by the Company. With respect to any registration which includes Registrable Securities held by a Holder, the Company will, subject to Section 2.01 through 2.04, promptly:

(a) prepare and file with the Commission a registration statement on the appropriate form prescribed by the Commission and use its reasonable best efforts to cause such registration statement to become effective as soon as practicable thereafter and to be maintained in effect in accordance with the terms of this Agreement; provided, further, that before filing a registration statement or prospectus or any amendments or supplements thereto (excluding any filings required to be made pursuant to the 1934 Act in the reasonable determination of the Company), the Company will furnish to the Holders covered by such registration statement and their counsel, and the underwriter or underwriters, if any, copies of or drafts of all such documents proposed to be filed, at least five (5) Business Days prior to the filing thereof, which documents will be subject to the reasonable review of such Holders and their counsel, and underwriters. Each Holder will have the opportunity to object to any information pertaining to such Holder that is contained therein and the Company will make the corrections reasonably requested by such Holder with respect to such information two (2) Business Days prior to filing any registration statement or amendment thereto or any prospectus or any supplement thereto; provided, however, that the Company will not include on any registration statement or amendment thereto (excluding any filings required to be made pursuant to the 1934 Act in the reasonable determination of the Company) or any prospectus or any supplement thereto any Holder that objects in writing one (1) Business Days prior to such filing to its inclusion in such filing or to any description of it therein. In no event shall any Holder be identified as a statutory underwriter in the registration statement unless in response to a comment or request from the staff of the Commission or another regulatory agency; provided, however, that if the Commission requests that a Holder be identified as a statutory underwriter in the registration statement, such Holder will have an opportunity to withdraw from the registration statement;

(b) prepare and file with the Commission such amendments and post-effective amendments to such registration statement and any documents required to be incorporated by reference therein as may be necessary to keep the registration statement effective; cause the prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the 1933 Act; and comply with the provisions of the 1933 Act applicable to it with respect to the disposition of all Registrable Securities covered by such registration statement during the applicable period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement or supplement to the prospectus;

(c) furnish to such Holder, without charge, such number of conformed copies of the registration statement and any post-effective amendment thereto, as such Holder may reasonably request, and such number of copies of the prospectus (including each preliminary prospectus) and any amendments or supplements thereto, and any documents incorporated by reference therein as the Holder or underwriter or underwriters, if any, may reasonably request in order to facilitate the disposition of the securities being sold by such Holder (it being understood that the Company consents in writing to the use by the Holder covered by the registration statement and the underwriter or underwriters, if any, in connection with the offering and sale of the securities covered by the prospectus or any amendments or supplements thereto of the prospectus and any amendment or supplement thereto that is prepared by the Company);

(d) promptly notify such Holder, at any time when a prospectus relating thereto is required to be delivered under the 1933 Act, when the Company becomes aware of the happening of any event as a result of which the prospectus included in such registration statement (as then in effect) contains any untrue statement of material fact or omits to state a material fact necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus, in light of the circumstances under which they were made) not misleading and, as promptly as practicable thereafter, prepare and file with the Commission and furnish a supplement or amendment to such prospectus so that, as thereafter delivered to the investors of such securities, such prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) in the case of an underwritten offering, enter into such customary agreements (including underwriting and lock-up agreements in customary form and for such time periods as do not exceed the time periods applicable to the Apeiron Holders participating in such underwritten offering) and make members of senior management of the Company available on a basis reasonably requested by the underwriters to participate in any electronic "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities) and cause to be delivered to the underwriters reasonable opinions of counsel to the Company in customary form, covering such matters as are customarily covered by opinions for an underwritten public offering as the underwriters may reasonably request;

(f) in the case of an underwritten offering, make available, for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to a registration statement, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents of the Company, and cause the Company's officers, directors, managers, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent that are necessary to be reviewed by such person in connection with the preparation of such registration statement; provided, however, that each Apeiron Holder agrees to use reasonable best efforts to coordinate any such review through a single firm of counsel;

(g) if requested, use its reasonable best efforts to cause to be delivered, in the case of an underwritten offering, at the time of the pricing of such offering and at the time of delivery of any Registrable Securities sold pursuant thereto, "cold comfort" letters from the Company's independent certified public accountants addressed to each underwriter, if any, stating that such accountants are independent public accountants within the meaning of the 1933 Act and the applicable rules and regulations adopted by the Commission thereunder, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by letters of the independent certified public accountants delivered in connection with primary or secondary underwritten public offerings, as the case may be;

(h) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities not later than the effective date of the registration statement;

(i) use its reasonable best efforts to cause all securities included in such registration statement to be listed, by the date of the first sale of securities pursuant to such registration statement, on any national securities exchange, quotation system or other market on which the Common Shares are then listed or proposed to be listed by the Company;

(j) make generally available to its security holders an earnings statement, which need not be audited, satisfying the provisions of Section 11(a) of the 1933 Act as soon as reasonably practicable after the end of the twelve (12)-month period beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the registration statement, which statement shall cover said twelve (12)-month period;

(k) after the filing of a registration statement, (i) promptly notify each Holder covered by such registration statement of any stop order issued or, to the Company's knowledge, threatened by the Commission and of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction and (ii) take all reasonable actions to obtain the withdrawal of any order suspending the effectiveness of the registration statement or the qualification of any Registrable Securities at the earliest possible moment;

(l) if requested by the managing underwriter or underwriters or such Holder, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters or such Holder reasonably requests to be included therein, including with respect to the number of shares being sold by such Holder to such underwriter or underwriters, the purchase price being paid therefor by such underwriter or underwriters and with respect to any term of the underwritten offering of the securities to be sold in such offering; and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(m) on or prior to the date on which the registration statement is declared effective, use its reasonable best efforts to register or qualify, and cooperate with such Holder, the underwriter or underwriters, if any, and their counsel in connection with the registration or qualification of, the securities covered by the registration statement for offer and sale under the securities or blue sky laws of each state and other jurisdiction of the United States as such Holder or managing underwriter or underwriters, if any, requests in writing, to use its reasonable best efforts to keep each such registration or qualification effective, including through new filings, or amendments or renewals, do any and all other acts or things necessary or advisable to enable the disposition in all such jurisdictions of the Registrable Securities covered by the applicable registration statement; provided that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process in any such jurisdiction where it is not then otherwise subject;

(n) cooperate with such Holder and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates or DRS or other book-entry statements (in each case not bearing any restrictive legends) representing securities to be sold under the registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, may request;

(o) use reasonable best efforts to cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority, Inc. ("FINRA");

(p) to the extent the Company is a well-known seasoned issuer (within the meaning of Rule 405 under the 1933 Act) at the time any Request Notice is submitted to the Company pursuant to Section 2.03 which requests that the Company file an automatic shelf registration statement, the Company shall file an automatic shelf registration statement that covers those Registrable Securities which are requested to be registered. If the Company does not pay the filing fee covering Registrable Securities at the time the automatic shelf registration statement is filed, the Company agrees to pay such fee at such time or times as the Registrable Securities are to be sold; and

(q) otherwise use its reasonable best efforts to take or cause to be taken all other actions necessary or reasonably advisable to effect the registration, marketing and sale of such Registrable Securities contemplated by this Agreement.

The Holders, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.05(d) will forthwith discontinue disposition of the securities until the Holders' receipt of the copies of the supplemented or amended prospectus contemplated by Section 2.05(d) or until it is advised in writing (the "Advice") by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Company, each Holder will, or will request the managing underwriter or underwriters, if any, to, deliver to the Company (at the Company's sole expense) all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such securities current at the time of receipt of such notice.

SECTION 2.06 Registration Expenses.

(a) In the case of any Registration, the Company shall bear all expenses incident to the Company's performance of or compliance with this Agreement, including all Commission and stock exchange or FINRA registration and filing fees and expenses, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), rating agency fees, printing expenses, messenger, telephone and delivery expenses, all fees and expenses incurred in connection with any "road show" for underwritten offerings, including all costs of travel, lodging and meals, all transfer agent's and registrar's fees, fees and disbursements of counsel for the Company and all independent certified public accountants and any fees and disbursements of underwriters customarily paid by issuers or sellers of securities (but not including any underwriting discounts or commissions, or transfer taxes, if any, attributable to the sale of Registrable Securities by a Holder or reasonable and documented fees and expenses of more than one (1) counsel representing all Holders selling Registrable Securities under such Registration, with the counsel representing the Holders in connection with such Registration or sale chosen by Apeiron, if applicable, or otherwise holders of a majority of the number of Registrable Securities included in such Registration by such Holders).

(b) The obligation of the Company to bear the expenses described in Section 2.06(a) and to reimburse the Holders for the expenses described in Section 2.06(a) shall apply irrespective of whether a registration, once properly demanded, if applicable, becomes effective, is withdrawn or suspended or revoked, or is converted to another form of registration and irrespective of when any of the foregoing shall occur.

SECTION 2.07 Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder, its officers, directors, employees, stockholders, members, general and limited partners, Affiliates and agents and each Person who controls (within the meaning of the 1933 Act or the 1934 Act) the Holder, including any general partner or manager of any thereof, against all losses, claims, damages, Actions, liabilities and expenses (including reasonable counsel fees and disbursements) arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in or incorporated by reference in any registration statement, prospectus or preliminary prospectus, or any amendment thereof or supplement thereto, any "issuer free writing prospectus" (as defined in Rule 433 under the 1933 Act), any written communication undertaken in reliance on either Section 5(d) of, or Rule 163B under, the 1933 Act, and any road show, in an offering of Registrable Securities in which such Holder participates, or in any document incorporated by reference therein or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus, in light of the circumstances under which they were made) not misleading, (ii) any untrue statement or alleged untrue statement of a material fact in the information conveyed to any purchaser at the time of the sale to such purchaser, or the omission or alleged omission to state therein a material fact required to be stated therein, or (iii) any violation by the Company of any federal, state, common or other law, rule or regulation applicable to the Company in connection with such registration, including the 1933 Act, any state securities or "blue sky" laws or any rule or regulation thereunder in connection with such registration, except in each case insofar as the same are made in reliance on and in strict conformity with any information with respect to such Holder furnished in writing to the Company by such Holder expressly for use therein. The Company may, if requested, also indemnify underwriters (as such term is defined in the 1933 Act), their officers and directors and each Person who controls such underwriters (within the meaning of the 1933 Act) to the same extent as provided above with respect to the indemnification of the Holders, pursuant to the terms of an underwriting agreement.

(b) Indemnification by the Holders. In connection with any registration statement in which a Holder is participating, each such Holder will furnish to the Company in writing such information with respect to such Holder as the Company reasonably requests for use in connection with any registration statement or prospectus covering the Registrable Securities of such Holder and to the extent permitted by law agrees to indemnify and hold harmless the Company, its directors, officers and agents and each Person who controls (within the meaning of the 1933 Act or the 1934 Act) the Company and any other Holder, against any losses, claims, damages, liabilities and expenses arising out of or based upon any untrue statement of a material fact or any omission to state a material fact required to be stated therein or necessary to make the statements in the registration statement or prospectus or preliminary prospectus (in the case of the prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission is made in reliance on and in conformity with the written information or signed affidavit with respect to such Holder so furnished in writing by such Holder expressly for use in the registration statement or prospectus; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders and the liability of each such Holder shall be in proportion to and limited to the net amount (after deducting underwriters' discounts and commissions) received by such Holder from the sale of Registrable Securities pursuant to a registration statement in accordance with the terms of this Agreement. The Company and the Holders hereby acknowledge and agree that, unless otherwise expressly agreed to in writing by the applicable Holders, the only information furnished or to be furnished to the Company for use in any registration statement or prospectus relating to the Registrable Securities or in any amendment, supplement or preliminary materials associated therewith are statements specifically relating to (a) the beneficial ownership of Registrable Securities by such Holder and its Affiliates and (b) the name and address of such Holder.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to the indemnifying party with respect to such claim or unless such representation would present a conflict of interest, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. The failure to so notify the indemnifying party shall not relieve the indemnifying party from any liability hereunder with respect to the action, except to the extent that such indemnifying party is materially prejudiced by the failure to give such notice; provided, however, that any such failure shall not relieve the indemnifying party from any other liability which it may have to any other party. No indemnifying party in the defense of any such claim or litigation, shall, except with the written consent of such indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such indemnified party. An indemnifying party shall not be liable under this Section 2.07 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel; provided, however, that such number of additional counsel must be reasonably acceptable to the indemnifying party.

(d) Contribution. If for any reason the indemnification provided for in Section 2.07(a) and Section 2.07(b) is unavailable to an indemnified party as contemplated by Section 2.07(a) and Section 2.07(b), then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the indemnified party and the indemnifying party, but also the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. In no event shall the liability of any selling Holder be greater in amount than the amount of the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder upon such sale or the amount for which such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided in Section 2.07(b) had been available. No Person guilty (as determined in a final non-appealable judgement) of fraudulent misrepresentation (within the meaning of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

SECTION 2.08 1934 Act Reports. The Company agrees that it shall use reasonable best efforts to file all reports required to be filed by it pursuant to the 1934 Act to the extent the Company is required to file such reports. Notwithstanding the foregoing, the Company may deregister any class of its equity securities under Section 12 of the 1934 Act or suspend its duty to file reports with respect to any class of its securities pursuant to Section 15(d) of the 1934 Act if it is then permitted to do so pursuant to the 1934 Act and rules and regulations thereunder.

SECTION 2.09 Holdback Agreements.

(a) Whenever the Company proposes to register any of its equity securities under the 1933 Act for its own account (other than on Form S-4, S-8 or any similar successor form or another form used for a purpose similar to the intended use of such forms) in an underwritten offering or is required to use its reasonable best efforts to effect the registration of any Registrable Securities under the 1933 Act pursuant to a request by or on behalf of an Apeiron Holder pursuant to Section 2.03 in connection with an underwritten offering, in each case, in which such Apeiron Holder participates, if requested by such managing underwriter, each such Holder of Registrable Securities agrees to execute a holdback agreement in customary form, consistent with the terms of this Section 2.09(a) and, in any case, on terms no less favorable to the Holders than the holdback agreements executed by the Company's directors and executive officers; provided such holdback period shall in no event be longer than three (3) days prior to and ninety (90) days after the date of the pricing of such underwritten offering; provided, further, if any Holder is released from its holdback period by the underwriters prior to the end of the applicable holdback period, then each other Holder shall be similarly released to the same extent and on a pro rata basis.

(b) Upon the request of the managing underwriter, the Company shall use its reasonable best efforts to cause each of its directors and executive officers to agree to enter into a holdback agreement in customary form in connection with an underwritten Demand Registration covering the same period as to which the Company and any selling securityholders in such offering are subject.

SECTION 2.10 Blackout Periods. Upon giving written notice to the Holders of Registrable Securities (which notice shall not, without the prior written consent of any Holder, disclose to such Holder any material non-public information), the Company shall be entitled to delay or suspend the filing or effectiveness of any registration statement or any amendment thereto or suspend the Holders' use of any prospectus or any supplement thereto if the Company determines in good faith in its sole discretion that the filing or maintenance of a registration statement would, if not so deferred, (a) require the Company to disclose material information that would not otherwise be required to be disclosed at that time and that the accuracy of such information has yet to be determined by the Company or is the subject of an ongoing investigation or inquiry or (b) materially adversely interfere with, or jeopardize the success of, any pending or proposed material transaction, including any material debt or equity financing, any material acquisition or disposition, any material recapitalization or reorganization or any other material transaction, whether due to commercial reasons, a desire to avoid premature disclosure of information or any other reason, in each case as certified in a certificate of the Chief Executive Officer or Chief Financial Officer of the Company; provided that any Apeiron Holder may withdraw all or a portion of its Demand Registration without it counting as a Demand Registration; provided, further, that (i) the Company may not delay the filing or effectiveness of, or suspend, any registration statement for longer than forty-five (45) consecutive calendar days (such period, a "Blackout Period") or in excess of ninety (90) days in any 12-month period, and (ii) the Company may not file any registration statement during a Blackout Period (other than on Form S-4 or Form S-8 or any similar successor forms or another form used for a purpose similar to the intended use for such forms).

SECTION 2.11 Participation in Registrations. No Holder may participate in any Registration hereunder unless such Holder (a) agrees to sell its securities on the basis provided the "Plan of Distribution" and, with respect to any underwritten Registration, the manner provided in the arrangements with the managing underwriters to such offering, and (b) completes and executes all questionnaires, and, as applicable, powers of attorney, underwriting agreements and other documents customarily required under the terms of such Registration and provides such written information concerning itself as may be required for registration, including for inclusion in any registration statement; provided that such Holder shall be required to complete and execute such documents and provide such written information only to the extent the Holders of a majority of Registrable Securities participating in such Registration shall also be required to complete and execute such documents and provide such written information.

SECTION 2.12 Rule 144. The Company will use reasonable best efforts to take such action as any Holder may reasonably request to make available adequate current public information with respect to the Company meeting the current public information requirements of Rule 144(c) under the 1933 Act, and shall use reasonable best efforts to take such further action as any Holder may reasonably request to the extent required to enable such Holder to sell Registrable Securities without registration under the 1933 Act within the limitation of the exemptions provided by (i) Rule 144, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the Commission. Promptly upon request, the Company shall deliver to any Holder a written statement as to whether it has complied with such requirements and any other documents reasonably requested to remove restrictive legends or sell shares under Rule 144. Notwithstanding the foregoing, nothing in this Section 2.12 shall be deemed to require the Company to register any of its securities pursuant to the 1934 Act. If the Common Shares held by any Holder are, in the opinion of counsel to the Company, eligible for removal of the restrictive legend for Rule 144 Transfers, pursuant to an effective registration statement or otherwise, then at Holder's request, the Company shall request its transfer agent to remove any remaining restrictive legend set forth on such securities, provided that the Company and its transfer agent have timely received from Holder and any broker-dealer in custody of such securities customary representation and other documentation reasonably acceptable to the Company and the transfer agent in connection therewith. The Company shall bear all reasonable fees and expenses, including any legal opinion fees, transfer agent fees, and other out-of-pocket costs, incurred in connection with the removal of such legends.

SECTION 2.13 Further Assurance. Each Holder hereby agrees to take any and all reasonable actions required to be taken hereunder to ensure the performance by it of its obligations pursuant to this Agreement.

Article III
MISCELLANEOUS

SECTION 3.01 Notices. All notices, consents, requests and other communications to any party hereunder shall be in writing (including email, facsimile or similar writing) and shall be given to such party at its address, email or facsimile number set forth on the signature pages hereof or in the relevant Joinder Agreement or such other address, email address or facsimile number as such party may hereafter specify in writing to the General Counsel of the Company for the purpose by notice to the party sending such communication. Each such notice, request or other communication shall be effective (i) if given by email or facsimile, when such message is transmitted to the address or number specified on the signature pages to this Agreement or any Joinder Agreement, (ii) if delivered by overnight courier, the earlier of the first Business Day following the date sent by such overnight courier or upon receipt, (iii) if given by mail, three (3) Business Days after such communication is deposited in the mails registered or certified, return receipt requested, with postage prepaid, addressed as aforesaid, or (iv) if given by any other means, when delivered at the address specified on the signature pages to this Agreement or any Joinder Agreement. Each Holder shall have the right, at any time and from time to time, to elect to not receive any notice that the Company or any other Holders otherwise are required to deliver pursuant to this Agreement by delivering to the Company a written statement signed by such Holder that it does not want to receive any notices hereunder (an "Opt-Out Request"); in which case and notwithstanding anything to the contrary in this Agreement the Company and other Holders shall not be required to, and shall not, deliver any notice or other information required to be provided to Holders hereunder to the extent that the Company or such other Holders reasonably expect would result in a Holder acquiring material non-public information. An Opt-Out Request may state a date on which it expires or, if no such date is specified, shall remain in effect indefinitely. A Holder who previously has given the Company an Opt-Out Request may revoke such request at any time, and there shall be no limit on the ability of a Holder to issue and revoke subsequent Opt-Out Requests; provided that each Holder shall use commercially reasonable efforts to minimize the administrative burden on the Company arising in connection with any such Opt-Out Requests.

SECTION 3.02 Binding Effect; Benefits; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any Person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. This Agreement and the other agreements referred to in this Agreement embody the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.

SECTION 3.03 No Waiver. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by any party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

SECTION 3.04 Amendment. This Agreement may not be amended, restated or modified, or any provision waived, in any respect except by a written instrument executed by the Company and Apeiron; provided that any amendment or modification that materially and disproportionately adversely affects the rights of any other Holder hereunder shall require the consent of the Holder or Holders so affected.

SECTION 3.05 Assignability. This Agreement and the rights and obligations of any Holder hereunder may be assigned or transferred, in whole or in part, to any Affiliate or Permitted Transferee of such Holder or to any transferee of Registrable Securities who acquires such securities from such Holder (including by way of distribution to partners, members, or shareholders of such Holder, or to any investment fund or other entity controlled by, controlling, or under common control with such Holder), provided that such transferee executes and delivers a Joinder Agreement in the form attached hereto as Exhibit A, agreeing to be bound by the terms and conditions of this Agreement as a "Holder." Any such permitted assignment or transfer shall not be deemed to terminate or otherwise affect any rights or obligations under this Agreement, and all references herein to the "Holder" shall be deemed to include such permitted assigns

SECTION 3.06 Survival. Except for Section 2.07 of this Agreement, which shall survive any such termination, (i) this Agreement shall terminate, with respect to any Holder, automatically when such Holder no longer holds any Registrable Securities, and (ii) this Agreement shall terminate as to all Parties when no Holder holds any Registrable Securities.

SECTION 3.07 Applicable Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined by the state or federal courts sitting in the Borough of Manhattan in the State of New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

SECTION 3.08 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any state or federal court (this being in addition to any other remedy to which they are entitled at law or in equity), and each party hereto agrees to waive in any action for such enforcement the defense that a remedy at law would be adequate. The Company shall reimburse such Holder for the reasonable costs of and expenses for counsel for such Holder incurred in connection with any such proceeding if such Holder is the prevailing party in any such proceeding.

SECTION 3.09 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of the Agreement will not be affected and will remain in full force and effect.

SECTION 3.10 Section and Other Headings; Interpretation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The term "or" is not exclusive and shall have the meaning represented by the term "and/or". 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". Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

SECTION 3.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile, Portable Document Format (PDF) or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile, PDF or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, PDF or other reproduction hereof.

[*Signature Pages Follow*]

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

ATAI LIFE SCIENCES N.V.

By: /s/ Srinivas Rao
Name: Srinivas Rao
Title: CEO

[*Signature Page to Registration Rights Agreement*]

APEIRON INVESTMENT GROUP LTD

By: /s/ Mario Frendo

Name: Mario Frendo
Title: Director

[*Signature Page to Registration Rights Agreement*]

/s/ Christian Angermayer

Christian Angermayer

[*Signature Page to Registration Rights Agreement*]

FERRING VENTURES S.A.

By: /s/ Jean-Frédéric Paulsen
Name: Jean-Frédéric Paulsen
Title: Chairman

By: /s/ Margaret Wynne
Name: Margaret Wynne
Title: Senior Counsel

[*Signature Page to Registration Rights Agreement*]

ADAGE CAPITAL PARTNERS LP

By: /s/ Daniel Lehan
Name: Daniel Lehan
Title: COO

[*Signature Page to Registration Rights Agreement*]

EXHIBIT A

SIGNATURE PAGE AND JOINDER AGREEMENT TO REGISTRATION RIGHTS AGREEMENT

By executing and delivering this Signature Page and Joinder Agreement, the undersigned hereby agrees, to (i) become a party to that certain Registration Rights Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Registration Rights Agreement"), by and among ATAI Life Sciences N.V., a public company under Dutch law (*naamloze vennootschap*), and the other parties thereto and (ii) be deemed to be and be bound as a Beckley Holder (as defined in the Registration Rights Agreement) with such rights (and related obligations and liabilities) in respect of the Registrable Securities (as defined in the Registration Rights Agreement) being acquired by the undersigned in connection with the execution of this Signature Page and Joinder Agreement and subject to the terms and conditions of the Registration Rights Agreement as if an original party thereto.

By: _____
Name:
Title
Notice Address:

Email:

Exhibit 99.1

atai Life Sciences and Beckley Psytech to Combine Creating a Global Leader in Psychedelic Mental Health Therapies

- *Strategic combination establishes a market-leading mental health company with a pipeline that includes potentially transformative, rapid-acting psychedelic assets differentiated by their convenient route of administration and short time-in-clinic*
- *Combined company will operate under the name atai Beckley with a joint leadership team and Board that leverage the deep psychedelic, drug development and CNS expertise within both organizations*
- *Topline data from the Phase 2b study of BPL-003 in patients with treatment-resistant depression (TRD) is expected in mid-2025 - the largest controlled trial of mebufotenin (5-MeO-DMT) and the first and only controlled trial to investigate mebufotenin in the U.S.*
- *The all-share transaction is expected to close in the second half of 2025*
- *Concurrent $30.0M private placement by Ferring Ventures S.A. and Adage Capital Partners LP*
- *Conference call scheduled for 8:00am EDT today*

NEW YORK, BERLIN and OXFORD, June 2, 2025 – atai Life Sciences (NASDAQ: ATAI) ("atai" or "Company"), a clinical-stage biopharmaceutical company on a mission to develop highly effective mental health treatments to transform patient outcomes, and Beckley Psytech Limited ("Beckley"), a private clinical-stage biopharmaceutical company pioneering the next generation of mental health treatments, today announced a definitive agreement under which atai and Beckley plan to combine in an all-share transaction subject to pre-agreed BPL-003 (mebufotenin benzoate) Phase 2b success criteria.

"The strategic combination marks a transformational moment, solidifying us as a leader in rapid-acting and accessible psychedelic treatments for mental health conditions with a pipeline of potential first-in-class and best-in-class assets," stated Srinivas Rao, M.D., Ph.D., Chief Executive Officer and Co-Founder of atai. "With a unified vision and a synergistic pipeline, we believe we are well-positioned to unlock the strategic value of our clinical development programs for both patients and shareholders. Together, we plan to move confidently towards our goal of bringing innovative interventional psychiatry therapies to patients in need of new treatments."

Cosmo Feilding Mellen, Chief Executive Officer and Co-Founder of Beckley added, "This combination brings together two highly complementary pipelines to create a market leader at the forefront of psychiatric care. Clinical data has shown the rapid and durable effects of our compounds, as well as their potential to fit within the existing treatment paradigm established by SPRAVATO®. We believe that the unified business will be even better positioned to accelerate development, drive long-term value for shareholders, and - most importantly - deliver meaningful innovation for patients."

“This transaction marks a pivotal milestone in delivering on the strategic vision we set forth from the start of atai in 2018: to be the leader in the psychedelic space,” added Christian Angermayer, Co-Founder and Chairman of atai. “I am also very pleased to announce the concurrent financing with existing investors from both companies. The continued support from Ferring Ventures, a valued investor in atai, and Adage Capital, a longstanding investor in Beckley, further validates the strength and potential of this combination.”

Transaction Benefits

- **Market-Leading Pipeline:** atai Beckley will boast a synergistic fully owned pipeline that includes proprietary, rapid-acting psychedelic compounds differentiated by their convenient route of administration and short time-in-clinic.

- **Near-Term Clinical Milestones:** Topline data from the eight-week, randomized core stage of Beckley’s BPL-003 Phase 2b trial in treatment-resistant depression (NCT05870540) is expected in mid-2025, representing a potentially significant value inflection point. The study builds on previously reported open-label results which demonstrated that a single dose of BPL-003, when given as a monotherapy or alongside SSRIs, was well-tolerated and could produce a rapid and lasting antidepressant effect for up to three months.

- **Financial Synergies and Strong IP Portfolio:** Cash runway through multiple Phase 2 clinical catalysts, near and long-term operational synergies, as well as a strong IP portfolio with granted U.S. patents out to 2043.

- **Unified Vision and Team:** The new entity is expected to leverage the expertise, teams, and networks of both organizations to accelerate the development and commercialization of transformative mental health treatments.

Transaction Terms
atai made a strategic investment in Beckley Psytech in January 2024. Under the terms of the deal, Beckley’s shareholders (other than atai) will be issued approximately 105 million new shares as consideration for the remaining shares of Beckley not presently held by atai. These newly issued shares equate to approximately 31% of the combined company on a fully diluted basis, based on the treasury stock method, upon closing of the transaction and the concurrent private placement, and value Beckley at approximately $390 million.

These newly issued atai shares are subject to a lock-up wherein, following the completion of the lock-up period, 1/12 of the shares are released every month for 12 months. Additionally, Apeiron Investment Group, the family office of Mr. Angermayer, voluntarily entered into a similar lock-up agreement covering all of its shares in atai.

Beckley also intends to distribute Eleusis Holdings Limited and its subsidiaries, which hold assets and funding related to its second clinical-stage asset, ELE-101, out of Beckley prior to closing of the transaction.

Timing and Approvals
atai's Supervisory Board and Management Board; and Beckley's Board of Directors have approved the transaction.

The transaction is expected to close in the second half of 2025, subject to approval of the share issuance by the shareholders of atai and satisfaction of other customary closing conditions.

Concurrent Financing
Concurrent with the transaction, atai also executed a $30.0 million private placement with Ferring Ventures S.A. and Adage Capital Partners LP. This financing is not contingent on closing of the transaction. The private placement is expected to close on June 3, 2025, subject to customary closing conditions.

The securities being issued and sold in the private placement have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state's securities laws, and will be issued and sold in a private placement in reliance on Section 4(a)(2) of the Securities Act. The securities may not be offered or sold in the United States, except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act. atai granted registration rights to the purchasers in the private placement, and has agreed to file a registration statement with the Securities and Exchange Commission (the "SEC") registering the resale of the common shares issued in the private placement and the shares of common stock issuable upon exercise of the pre-funded warrants issued in the private placement.

This press release does not constitute an offer to sell or a solicitation of an offer to buy any securities described herein, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or other jurisdiction.

Conference Call
atai and Beckley will host a conference call and live webcast today Monday, June 2, 2025 at 8:00 a.m. EDT. The conference call can be accessed by dialing 1-800-715-9871 for participants in the U.S. and 1-646-307-1963 for international callers, with the Conference ID: 1459387. The webcast can be accessed on the Investors section of atai's corporate website under Events. The presentation and an archived replay of the webcast will be available in the same section of the website for a minimum of 30 days following the event.

Advisors
Guggenheim Securities is serving as financial advisor to atai and Latham & Watkins LLP is serving as its legal counsel. Cantor is serving as financial advisor to Beckley Psytech, and CMS and Mayer Brown are serving as its legal counsel.

Guggenheim Securities is acting as the lead placement agent for the private placement. Berenberg is acting as joint-lead placement agent for the private placement.

About atai Life Sciences
atai is a clinical-stage biopharmaceutical company on a mission to develop highly effective mental health treatments to transform patient outcomes. atai's pipeline of psychedelic-based therapies includes VLS-01 (buccal film DMT) for treatment-resistant depression (TRD) and EMP-01 (oral R-MDMA) for social anxiety disorder, which are in Phase 2 clinical development. They are also advancing a drug discovery program to identify novel, non-hallucinogenic 5-HT2AR agonists for TRD. These programs aim to address the complex nature of mental health providing commercially scalable interventional psychiatry therapies that can integrate seamlessly into healthcare systems. For the latest updates and to learn more about atai's mission, visit www.atai.com or follow the Company on LinkedIn and on X.

About Beckley Psytech
Beckley Psytech Ltd is a private biopharmaceutical company dedicated to improving the lives of people living with neuropsychiatric disorders by developing rapid-acting psychedelic medicines. Founded in 2019, and underpinned by more than two decades of pioneering scientific research from the Beckley Foundation, Beckley Psytech combines world-leading psychedelic science with extensive drug development expertise in order to optimise patient outcomes, improve treatment opportunities and ease the burden neuropsychiatric conditions have on individuals, healthcare systems and society. For more information about Beckley Psytech, visit www.beckleypsytech.com or follow the Company on LinkedIn.

About BPL-003
BPL-003 is Beckley Psytech's patent-protected, proprietary intranasal formulation of mebufotenin benzoate, administered via a nasal spray device used in a previously approved drug product. BPL-003 is designed to deliver rapid and durable effects from a single dose, with a short time in the clinic, and is being investigated as a potential therapy for treatment resistant depression (TRD) and for alcohol use disorder (AUD). BPL-003 is covered by granted US, UK and European composition-of-matter patents, with multiple further claims pending in various jurisdictions.

Forward-looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "anticipate," "initiate," "could," "would," "project," "plan," "potentially," "preliminary," "likely," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these words. Forward-looking statements include express or implied statements relating to, among other things: expectations regarding the closing of the transaction, including timing and approvals; expectations regarding operations of the combined company, including strategic value of the clinical development programs for patients and shareholders as well as expectations regarding financial synergies; timing and results of Beckley's BPL-003 Phase 2b trial and related data readouts; expectations regarding Beckley's other clinical assets, including ELE-101; expectations regarding the concurrent private placement, including related closing conditions; our business strategy and plans; and the potential, success, cost and timing of development of our product candidates, and the product candidates of those companies we invest in.

Forward-looking statements are neither promises nor guarantees, but involve known and unknown risks and uncertainties that could cause actual results to differ materially from those projected, including, without limitation, the important factors described in the section titled "Risk Factors" in our most recent Annual Report on Form 10-K filed with the SEC, as such factors may be updated from time to time in atai's other filings with the SEC. atai disclaims any obligation or undertaking to update or revise any forward-looking statements contained in this press release, other than to the extent required by applicable law.

No Offer or Solicitation

This communication is for information purposes only and is not intended to and does not constitute, or form part of, an offer, invitation or the solicitation of an offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

Additional Information and Where to Find It

This press release is being made in respect of the proposed transaction between the Company and Beckley Psytech Limited. In connection with the proposed transaction, the Company will file with the SEC a proxy statement on Schedule 14A (the "Proxy Statement"), as well as other relevant documents regarding the proposed transaction. This press release is not a substitute for the Proxy Statement or any other document which the Company may file with the SEC. INVESTORS ARE URGED TO READ IN THEIR ENTIRETY THE PROXY STATEMENT REGARDING THE TRANSACTION WHEN IT BECOMES AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.

A free copy of the Proxy Statement, as well as other filings containing information about the Company, when such documents become available, may be obtained at the SEC's website (http://www.sec.gov).

Participants in the Solicitation

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from its shareholders in respect of the proposed transactions contemplated by the Proxy Statement. Information regarding the persons who are, under the rules of the SEC, participants in the solicitation of the shareholders of the Company in connection with the proposed transactions, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the Proxy Statement when it is filed with the SEC. Information regarding the Company's directors and executive officers is contained in its Annual Report on Form 10-K for the year ended December 31, 2024 and its Proxy Statement on Schedule 14A, dated April 21, 2025, which are filed with the SEC.

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