



Specific Terms of Business

These Specific Terms of Business, in addition to our Standard Term of Business, sets out the terms on which Thomas St John Inc. agree to act for Ye (and any current or future company, LLP, trust or other entity owned by you to which we provide services), and are effective from 9 May 2022 (the "Effective Date").

- 1.1. You hereby retain Thomas St. John Inc. ("TSJ" or "us") as your most senior financial advisor. TSJ will report directly and exclusively to Ye. All other financial advisors will report directly to TSJ. You agree that TSJ's services may be provided on behalf of Thomas St John Inc. by other members of the Thomas St John Group, including in particular Thomas St John Limited (UK), Thomas St John Netherlands B.V. and Thomas St John Sweden AB.
- 1.2. Thomas St. John will act in the capacity of Chief Financial Officer ("CFO") and work collaboratively with the Chief Legal Officer ("CLO"), Deborah Hong. All operational decisions will require the approval of both Deborah Hong and Thomas St. John. In the case of deadlock, Ye will provide the casting vote in all cases.
- 1.3. The consolidated financial statements will be audited by a suitably qualified independent auditor, initially Ernst & Young, each year to ensure the integrity of the financial information being reported to Ye.
- 1.4. You will pay a monthly retainer fee of \$300,000. The retainer is payable monthly in advance. The retainer is a minimum fee to be offset against the invoices for the period based on standard hourly rates.
- 1.5. Incentive based fees may be charged with respect to specific projects where TSJ demonstrably add value over and above a typical CFO position, but subject to written approval by Ye.
- 1.6. Given the scope of the engagement, TSJ requires a minimum period in which to effectuate the strategic and financial goals of Ye. Therefore, only after 18 (eighteen) months (beginning from the Effective Date of this Agreement) you may terminate this Agreement, with or without cause, on 21 days prior written notice to TSJ. Reciprocally, we may terminate this Agreement at any time upon 21 days prior written notice to you, except where you fail (as determined in our discretion) to cooperate with us or we have reason to believe that you have provided us or any relevant taxing authority with misleading information, in which case we may terminate this agreement immediately, with such termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

I acknowledge receipt of your above letter dated 9 May 2022 and agree to the standard terms of business of Thomas St John Inc.

YE

LONDON
6-19 EAST CASTLE STREET
FITZROVIA
LONDON, W1W 8JY
T +44 (0) 20 3388 0268
F +44 (0) 20 3388 0299

LOS ANGELES
10877 WILSHIRE BLVD
SUITE 1550
LOS ANGELES CA 90024
T +1 (424) 273 1172
F + (424) 273 1174

AMSTERDAM
THE BELL
SARPHATISRAAT 370 B2
1016 CW AMSTERDAM
THE NETHERLANDS
T +31 (0) 20 520 6909

STOCKHOLM
SALTMATAVGATAN 5
113 59 STOCKHOLM
SWEDEN
T +46 (0)812 25 09 00

thomasstjohn.com | info@thomasstjohn.com