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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): February 4, 2021

VG Acquisition Corp.

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-39587**	**N/A**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

65 Bleecker Street, 6th Floor	
New York, New York	**10012**
(Address of principal executive offices)	**(Zip Code)**

+1 (212) 497-9050
Registrant's telephone number, including area code:

Not Applicable
(Former name or former address, if changed since last report)

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

☒ 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**
Units, each consisting of one share of one Class A ordinary share and one-third of one redeemable warrant	**VGAC.U**	**The New York Stock Exchange**
Class A ordinary share, par value $0.0001 per share	**VGAC**	**The New York Stock Exchange**
Warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**VGAC.WS**	**The New York Stock Exchange**

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

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.

Merger Agreement

On February 4, 2021, VG Acquisition Corp., a Cayman Islands exempted company ("VGAC"), entered into an Agreement and Plan of Merger (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among VGAC, Chrome Merger Sub, Inc., a Delaware corporation ("VGAC Merger Sub"), and 23andMe, Inc., a Delaware corporation ("23andMe").

The Merger Agreement and the transactions contemplated thereby were approved by the boards of directors of each of VGAC and 23andMe.

The Business Combination

The Merger Agreement provides for, among other things, the following transactions on the closing date: (i) VGAC will become a Delaware corporation (the "Domestication") and, in connection with the Domestication, (A) VGAC's name will be changed to "23andMe Holding Co.," (B) each then-issued and outstanding Class A ordinary share of VGAC will convert automatically into one share of Class A common stock of VGAC (the "New 23andMe Class A Common Stock"), (C) each then-issued and outstanding Class B ordinary share of VGAC will convert automatically into one share of New 23andMe Class A Common Stock, and (D) each then-issued and outstanding common warrant of VGAC will convert automatically into one warrant to purchase one share of New 23andMe Class A Common Stock; and (ii) following the Domestication, VGAC Merger Sub will merge with and into 23andMe, with 23andMe as the surviving company in the merger and, after giving effect to such merger, continuing as a wholly-owned subsidiary of VGAC (the "Merger").

The Domestication, the Merger and the other transactions contemplated by the Merger Agreement are hereinafter referred to as the "Business Combination."

In connection with the Business Combination, VGAC will adopt a dual class stock structure pursuant to which (i) all stockholders of VGAC, other than the existing holders of 23andMe Class B common stock and 23andMe preferred stock, will hold shares of New 23andMe Class A Common Stock, which will have one vote per share, and (ii) the existing holders of 23andMe Class B common stock and 23andMe preferred stock will hold shares of Class B common stock of VGAC (the "New 23andMe Class B Common Stock"), which will have 10 votes per share. The New 23andMe Class B Common Stock will be subject to conversion to New 23andMe Class A Common Stock upon any transfers of New 23andMe Class B Common Stock (except for certain permitted transfers).

The Business Combination is expected to close in mid-2021, following the receipt of the required approval by VGAC's shareholders and the fulfillment of other customary closing conditions.

Merger Consideration

In accordance with the terms and subject to the conditions of the Merger Agreement, based on an implied equity value of $3.6 billion, (i) each share of 23andMe Class A common stock (other than dissenting shares) will be canceled and converted into the right to receive the applicable portion of the merger consideration comprised of New 23andMe Class A Common Stock, as determined in the Merger Agreement (the "Share Conversion Ratio"), (ii) each share of 23andMe Class B common stock (other than dissenting shares) will be canceled and converted into the right to receive the applicable portion of the merger consideration comprised of New 23andMe Class B Common Stock, as determined pursuant to the Share Conversion Ratio, (iii) each share of 23andMe preferred stock will be converted into shares of 23andMe Class B common stock immediately prior to the consummation of the Merger and such shares of 23andMe Class B common stock will be canceled and converted into the right to receive the applicable portion of the merger consideration comprised of New 23andMe Class B Common Stock, as determined in the Merger Agreement, (iv) vested options of 23andMe will convert into a number of shares of 23andMe Class A common stock determined in accordance with the Share Conversion Ratio, net of shares withheld to pay the applicable exercise price and tax withholding, or in certain limited cases, be assumed by VGAC and converted into comparable options that are exercisable for shares of New 23andMe Class A Common Stock, with a value determined in accordance with the Share Conversion Ratio, and (v) unvested options of 23andMe will be assumed by VGAC and converted into comparable options that are exercisable for shares of New 23andMe Class A Common Stock, with a value determined in accordance with the Share Conversion Ratio.

Representations and Warranties; Covenants

The Merger Agreement contains representations, warranties and covenants of each of the parties thereto that are customary for transactions of this type. VGAC and 23andMe have also agreed to take all necessary action such that, effective immediately after the closing of the Business Combination, the VGAC board of directors (the "Board") shall consist of nine directors, of whom one individual shall be designated by VGAC, with the remaining eight individuals designated by 23andMe. In addition, VGAC has agreed to adopt an equity incentive plan in an amount not to exceed 17% of VGAC's equity interests on a fully-diluted basis with an annual evergreen provision in an amount not to exceed 3% on a fully-diluted basis.

Conditions to Each Party's Obligations

The obligations of VGAC and 23andMe to consummate the Business Combination are subject to certain closing conditions, including, but not limited to, (i) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (ii) the approval of VGAC's and 23andMe's shareholders, (iii) the approval for listing of New 23andMe Class A Common Stock to be issued in connection with the Business Combination on the New York Stock Exchange, and (iv) VGAC having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended) (the "Exchange Act") remaining after the closing of the Business Combination.

In addition, the obligation of 23andMe to consummate the Business Combination is subject to the fulfilment of other closing conditions, including, but not limited to, the aggregate cash proceeds from VGAC's trust account, together with the proceeds from the PIPE Financing (as defined below), equaling no less than $500,000,000 (after deducting any amounts paid to VGAC shareholders that exercise their redemption rights in connection with the Business Combination).

Termination

The Merger Agreement may be terminated under certain customary and limited circumstances prior to the closing of the Business Combination, including, but not limited to, (i) by mutual written consent of VGAC and 23andMe, (ii) by either party if the consummation of the Business Combination is permanently enjoined, prohibited, deemed illegal or prevented by the terms of final, non-appealable Governmental Order (as defined in the Merger Agreement), (iii) by VGAC if there is any breach of any representation, warrant, covenant or agreement on the part of 23andMe set forth in the Merger Agreement such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iv) by 23andMe if there is any breach of any representation, warrant, covenant or agreement on the part of VGAC or VGAC Merger Sub set forth in the Merger Agreement such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (v) subject to certain limited exceptions, by either VGAC or 23andMe if the Business Combination is not consummated by September 30, 2021, and (vi) by either VGAC or 23andMe if certain required approvals are not obtained by VGAC shareholders after the conclusion of a meeting of VGAC's shareholders held for such purpose at which such shareholders voted on such approvals (subject to any permitted adjournment or postponement of such meeting).

If the Merger Agreement is validly terminated, none of the parties to the Merger Agreement will have any liability or any further obligation under the Merger Agreement other than customary confidentiality obligations, other than liability of any of the parties for (i) intentional and willful breach of the Merger Agreement or (ii) fraud.

The foregoing description of the Merger Agreement is subject to and qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is included as Exhibit 2.1 hereto, and the terms of which are incorporated by reference. The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Merger Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Merger Agreement. The Merger Agreement will be filed to provide investors with information regarding its terms. It is not intended to provide any other factual information about the parties to the Merger Agreement. In particular, the representations, warranties, covenants and agreements contained in the Merger

Agreement, which were made only for purposes of the Merger Agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors, security holders and reports and documents filed with the SEC. Investors and security holders are not third-party beneficiaries under Merger Agreement and should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Merger Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Merger Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in VGAC's public disclosures.

Sponsor Agreement

Concurrently with the execution of the Merger Agreement, VGAC, VG Acquisition Sponsor LLC (the "Sponsor"), 23andMe and certain other persons party thereto entered into a sponsor agreement (the "Sponsor Agreement"), pursuant to which the Sponsor has agreed to, among other things, (i) vote in favor of the Merger Agreement and the transactions contemplated thereby (including the Merger) and (ii) waive any adjustment to the conversion ratio set forth in VGAC's amended and restated memorandum and articles of association with respect to the Class B ordinary shares of VGAC held by the Sponsor, in each case, on the terms and subject to the conditions set forth in the Sponsor Agreement.

In addition, the Sponsor has agreed that 30% of the shares of common stock of VGAC held by the Sponsor as of the date of the Sponsor Agreement (the "Earn-Out Shares") will be subject to a lockup of seven years. The lockup has an early release effective (i) with respect to 50% of the Earn-Out Shares, upon the closing price of the New 23andMe Class A Common Stock equaling or exceeding $12.50 per share for any 20 trading days within any 30- trading day period and (ii) with respect to the other 50% of the Earn-Out Shares, upon the closing price of the New 23andMe Class A Common Stock equaling or exceeding $15.00 per share for any 20 trading days within any 30-trading day period.

The foregoing description of the Sponsor Agreement is subject to and qualified in its entirety by reference to the full text of the form of Sponsor Agreement, a copy of which is included as Exhibit 10.1 hereto, and the terms of which are incorporated by reference.

PIPE Financing (Private Placement)

In connection with the signing of the Merger Agreement, VGAC entered into subscription agreements (the "Subscription Agreements") with certain investors (the "PIPE Investors"). Pursuant to the Subscription Agreements, the PIPE Investors agreed to subscribe for and purchase, and VGAC agreed to issue and sell to such investors, on the closing date, an aggregate of 25,000,000 shares of New 23andMe Class A Common Stock for a purchase price of $10.00 per share, for aggregate gross proceeds of $250,000,000 (the "PIPE Financing"). One of the PIPE Investors is an affiliate of the Sponsor that has agreed to subscribe for 2,500,000 shares of New Class A Common Stock and one of the PIPE Investors is an affiliate of 23andMe that has agreed to subscribe for 2,500,000 shares of New Class A Common Stock.

The foregoing description of the Subscription Agreements is subject to and qualified in its entirety by reference to the full text of the form of Subscription Agreement, a copy of which is included as Exhibit 10.2 hereto, and the terms of which are incorporated by reference.

Voting and Support Agreements

Concurrently with the execution of the Merger Agreement, certain stockholders of 23andMe and VGAC (collectively, the "Voting Stockholders") entered into support agreements (collectively, the "Support Agreements") with VGAC and 23andMe, pursuant to which the Voting Stockholders have agreed to, among other things, (i) vote in favor of the Merger Agreement and the transactions contemplated thereby and (ii) be bound by certain other

covenants and agreements related to the Business Combination. The Voting Stockholders hold sufficient shares of 23andMe to cause the approval of the Business Combination on behalf of 23andMe.

The foregoing description of the Support Agreements is subject to and qualified in its entirety by reference to the full text of the form of Support Agreement, a copy of which is included as Exhibit 10.3 hereto, and the terms of which are incorporated by reference.

Registration Rights Agreement

At the closing of the Business Combination, VGAC, the Sponsor and certain other holders of VGAC Class A common stock will enter into an amended and restated registration rights agreement (the "Amended and Restated Registration Rights Agreement") pursuant to which, among other matters, certain stockholders of VGAC and 23andMe will be granted certain customary demand and "piggy-back" registration rights with respect to their respective shares of New 23andMe Class A Common Stock.

The foregoing description of the Amended and Restated Registration Rights Agreement is subject to and qualified in its entirety by reference to the full text of the form of Amended and Restated Registration Rights Agreement, a copy of which is included as Exhibit 10.4 hereto, and the terms of which are incorporated by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The shares of New 23andMe Class A Common Stock to be offered and sold in connection with the Business Combination and the PIPE Financing have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in Section 4(a)(2) thereof.

Item 7.01 Regulation FD Disclosure.

On February 4, 2021, VGAC and 23andMe issued a joint press release announcing their entry into the Merger Agreement and the PIPE Financing. The press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Furnished as Exhibits 99.2 and 99.3 hereto, respectively, and incorporated into this Item 7.01 by reference are the investor presentation and related transcript that VGAC and 23andMe have prepared for use in connection with the PIPE Financing and the announcement of the Business Combination.

In addition, furnished as Exhibits 99.4 through 99.6 hereto, respectively, and incorporated into this Item 7.01 by reference are the following materials provided to 23andMe's employees in respect of the Business Combination: (i) an email communication, (ii) presentation materials, and (iii) certain "Frequently Asked Questions." Finally, furnished as Exhibit 99.7 hereto and incorporated into this Item 7.01 by reference is an email communication provided to 23andMe's customers.

The foregoing (including Exhibits 99.1 through 99.7) is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Exchange Act, or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act.

Additional Information and Where to Find It

VGAC intends to file with the SEC a Registration Statement on Form S-4 containing a proxy statement/prospectus relating to the Business Combination, which will be mailed to its shareholders once definitive. This Current Report on Form 8-K does not contain all the information that should be considered concerning the Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the Business Combination. VGAC's shareholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the Business Combination, as these materials will contain important information about VGAC, 23andMe and the Business Combination. When available, the definitive proxy statement/prospectus and other relevant materials for the proposed Business Combination will be mailed to

shareholders of VGAC as of a record date to be established for voting on the Business Combination. Shareholders of VGAC will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a written request to: VG Acquisition Corp., 65 Bleecker Street, 6th Floor New York, New York 10012.

Participants in the Solicitation

VGAC and its directors and executive officers may be deemed participants in the solicitation of proxies from VGAC's shareholders with respect to the Business Combination. A list of the names of those directors and executive officers and a description of their interests in VGAC is contained in VGAC's registration statement on Form S-1, which was filed with the SEC on October 1, 2020 and is available free of charge at the SEC's website at www.sec.gov, or by directing a request to VG Acquisition Corp., 65 Bleecker Street, 6th Floor New York, New York 10012. Additional information regarding the interests of such participants will be contained in the proxy statement/prospectus for the Business Combination when available.

23andMe and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the shareholders of VGAC in connection with the Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed Business Combination will be included in the proxy statement/prospectus for the Business Combination when available.

Forward-Looking Statements

Certain statements in this Current Report on Form 8-K may be considered forward-looking statements. Forward-looking statements generally relate to future events or VGAC's or 23andMe's future financial or operating performance. For example, statements about the expected timing of the completion of the Business Combination, the benefits of the Business Combination, the competitive environment, and the expected future performance (including future revenue, pro format enterprise value, and cash balance) and market opportunities of 23andMe are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "expect," "intend," "will," "estimate," "anticipate," "believe," "predict," "potential" or "continue," or the negatives of these terms or variations of them or similar terminology. Such forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward-looking statements.

These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by VGAC and its management, and 23andMe and its management, as the case may be, are inherently uncertain. Factors that may cause actual results to differ materially from current expectations include, but are not limited to: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement; (2) the outcome of any legal proceedings that may be instituted against VGAC, 23andMe, the combined company or others following the announcement of the Business Combination; (3) the inability to complete the Business Combination due to the failure to obtain approval of the shareholders of VGAC or to satisfy other conditions to closing, including the satisfaction of the minimum trust account amount following any redemptions; (4) changes to the proposed structure of the Business Combination that may be required or appropriate as a result of applicable laws or regulations or as a condition to obtaining regulatory approval of the Business Combination; (5) the ability to meet stock exchange listing standards at or following the consummation of the Business Combination; (6) the risk that the Business Combination disrupts current plans and operations of 23andMe as a result of the announcement and consummation of the Business Combination; (7) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain its management and key employees; (8) costs related to the Business Combination; (9) changes in applicable laws or regulations; (10) the possibility that 23andMe or the combined company may be adversely affected by other economic, business, and/or competitive factors; (11) the limited operating history of 23andMe; (12) the 23andMe business is subject to significant governmental regulation; (13) the 23andMe business may not successfully expand into other markets; and (14) other risks and uncertainties set forth in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in VGAC's Registration Statement on Form S-1, which

was filed with the SEC on October 1, 2020, and which will be set forth in a Registration Statement on Form S-4 to be filed by VGAC with the SEC in connection with the Business Combination.

Nothing in this Current Report on Form 8-K should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. Except as may be required by law, neither VGAC nor 23andMe undertakes any duty to update these forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1†	Merger Agreement, dated as of February 4, 2021, by and among VGAC, Chrome Merger Sub, Inc. and 23andMe
10.1†	Sponsor Agreement
10.2	Form of Subscription Agreement
10.3†	Form of Support Agreement
10.4	Form of Amended and Restated Registration Rights Agreement
99.1	Press Release, dated February 4, 2021
99.2	Investor Presentation
99.3	Investor Presentation Transcript
99.4	23andMe Employee Email Communication
99.5	23andMe Employee Presentation Materials
99.6	23andMe Employee Frequently Asked Questions
99.7	23andMe Customer Email Communication

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

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.

Dated: February 4, 2021

VG ACQUISITION CORP.

By: /s/ James Cahillane
Name: James Cahillane
Title: Corporate Secretary

AGREEMENT AND PLAN OF MERGER

by and among

VG ACQUISITION CORP.,

CHROME MERGER SUB, INC.,

and

23ANDME, INC.

dated as of February 4, 2021

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ANNEXES

Annex A – Form of Newco Certificate of Incorporation
Annex B – Form of Newco Bylaws
Annex C – Voting and Support Agreement
Annex D – Sponsor Letter Agreement
Annex E – Form of Amended and Restated Registration Rights Agreement
Annex F – Form of Certificate of Merger
Annex G – Form of Incentive Equity Plan

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**"), dated as of February 4, 2021, is entered into by and among VG Acquisition Corp., a Cayman Islands exempted company ("**VGAC**"), Chrome Merger Sub, Inc., a Delaware corporation and a wholly owned direct Subsidiary of VGAC ("**Merger Sub**" and, together with VGAC, the "**VGAC Parties**"), and 23andMe, Inc., a Delaware corporation (the "**Company**"). VGAC, Merger Sub and the Company are referred to herein as the "**Parties**". Section 1.01 sets forth definitions in respect of certain capitalized terms used in this Agreement, as well as cross-references to capitalized terms defined elsewhere in this Agreement.

RECITALS

WHEREAS, VGAC is a blank check company incorporated as a Cayman Islands exempted company and formed for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, prior to the Closing, upon the terms and subject to the conditions of this Agreement, VGAC will domesticate as a Delaware corporation ("**Newco**") in accordance with the DGCL and the Cayman Islands Companies Act (the "**Domestication**");

WHEREAS, concurrently with the Domestication, VGAC will file a certificate of incorporation (the "**Newco Certificate of Incorporation**") with the Secretary of State of Delaware substantially in the form attached as Annex A hereto and adopt bylaws substantially in the form attached as Annex B hereto;

WHEREAS, following the Domestication, upon the terms and subject to the conditions of this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub shall cease and the Company shall be the surviving corporation and continue its existence under the DGCL;

WHEREAS, the respective boards of directors or equivalent governing bodies of each of the VGAC Parties and the Company have unanimously approved and declared advisable the transactions contemplated by this Agreement (including, as applicable, the Domestication, the Merger and the issuance of Newco Common Stock in connection with the Merger) upon the terms and subject to the conditions of this Agreement and in accordance with the Cayman Islands Companies Act and the DGCL, as applicable;

WHEREAS, prior to the Merger, VGAC will provide an opportunity to its shareholders to have their issued and outstanding VGAC Class A Ordinary Shares redeemed on the terms and subject to the conditions set forth in the Amended and Restated Memorandum and Articles of Association of VGAC, effective as of October 1, 2020 (as may be amended, restated or otherwise modified from time to time, the "**VGAC Governing Document**"), in connection with the transactions contemplated by this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as an inducement to VGAC's willingness to enter into this Agreement, certain Company Shareholders have entered into a Voting and Support Agreement with VGAC attached as Annex C hereto (the "**Voting and Support Agreement**");

WHEREAS, immediately following the effectiveness of the Registration Statement, the Company will obtain the approval of this Agreement by Company Shareholders comprising the Required Company Shareholders pursuant to a written consent in form and substance reasonably acceptable to VGAC (the "**Company Shareholder Approval**"), and deliver a copy of the Company Shareholder Approval to VGAC;

WHEREAS, concurrently with the execution and delivery of this Agreement, VGAC, Sponsor, the Company, and the other persons named therein and party thereto, have entered into a Sponsor Letter Agreement attached as Annex D hereto (the "**Sponsor Letter Agreement**");

WHEREAS, concurrently with the consummation of the transactions contemplated by this Agreement, VGAC will cause the Registration Rights Agreement, dated October 1, 2020, to be amended and restated in the form of the Amended and Restated Registration Rights Agreement attached as Annex E hereto (the "**Amended and Restated Registration Rights Agreement**");

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement, the PIPE Investors and VGAC have entered into subscription agreements (the "**PIPE Subscription Agreements**") pursuant to which the PIPE Investors have agreed to purchase an aggregate of 25,000,000 shares of Newco Class A Common Stock at the Reference Price immediately prior to the Effective Time (the "**PIPE Financing**" and the aggregate amount of the PIPE Financing, the "**PIPE Financing Amount**"); and

WHEREAS, for U.S. federal income Tax purposes, the parties intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and the Treasury Regulations promulgated thereunder, and this Agreement is intended to be and is adopted as a "plan of reorganization" within the meaning of Sections 354 and 361 of the Code.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the VGAC Parties and the Company agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

Section 1.01. *Definitions*. As used herein, the following terms shall have the following meanings:

"**Acquisition Transaction**" has the meaning given to such term in Section 9.10.

"**Action**" means any claim, action, suit, investigation, litigation, claim (including any crossclaim or counterclaim), assessment, arbitration, charge or proceeding (including any civil,

criminal, administrative, arbitral, investigative or appellate proceeding), in each case, that is by or before any Governmental Authority.

"**Affiliate**" means, with respect to any specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. For 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 correlative meanings.

"**Affiliated Group**" means a group of Persons that elects, is required to, or otherwise files a Tax Return or pays a Tax as an affiliated group, consolidated group, combined group, unitary group, or other group recognized by applicable Tax Law.

"**Affiliate Transactions**" has the meaning given to such term in Section 5.21(c)(iii).

"**Agreement**" has the meaning given to such term in the Preamble.

"**Amended and Restated Registration Rights Agreement**" has the meaning given to such term in the recitals hereto.

"**Ancillary Agreements**" means the Voting and Support Agreement, the Sponsor Letter Agreement, the Amended and Restated Registration Rights Agreement, the Letters of Transmittal, the Newco Certificate of Incorporation, the Newco Bylaws and the other agreements, instruments and documents expressly contemplated hereby.

"**Announcement 8-K**" has the meaning given to such term in Section 9.08.

"**Annual Financial Statements**" has the meaning given to such term in Section 5.07(a).

"**Anti-Corruption Laws**" means the U.S. Foreign Corrupt Practices Act, UK Bribery Act and all other applicable anti-corruption laws.

"**Anti-Money Laundering Laws**" has the meaning given to such term in Section 5.23(e).

"**Antitrust Laws**" means any federal, state, provincial, territorial and foreign statutes, rules, regulations, Governmental Orders, administrative and judicial doctrines and other Applicable Laws that are designed or intended to prohibit, restrict or regulate foreign investment or actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**Applicable Law**" means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

"**Appraisal Shares**" has the meaning given to such term in Section 4.04.

"**Audited Financial Statements**" has the meaning given to such term in Section 9.04(c).

"**Available Cash**" means, as of immediately prior to the Closing, an amount equal to the sum of (i) the amount of cash available to be released from the Trust Account (after giving effect to all payments to be made as a result of the completion of all VGAC Share Redemptions), *plus* (ii) the net amount of proceeds actually received by VGAC pursuant to the PIPE Financing.

"**Business Combination**" has the meaning given to such term in the VGAC Governing Document.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or San Francisco, California are authorized or required by Applicable Law to close.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act.

"**Cayman Islands Companies Act**" means the Companies Act (As Revised) of the Cayman Islands.

"**Cayman Islands Registrar of Companies**" means the Registrar of Companies of the Cayman Islands under the Cayman Islands Companies Act.

"**Certificate of Merger**" has the meaning given to such term in Section 3.01(a).

"**Closing**" has the meaning given to such term in Section 3.03.

"**Closing Date**" has the meaning given to such term in Section 3.03.

"**Closing Press Release**" has the meaning given to such term in Section 9.08.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning given to such term in the Preamble.

"**Company Benefit Plan**" has the meaning given to such term in Section 5.15.

"**Company Board**" means the board of directors of the Company.

"**Company Class A Common Stock**" means Class A common stock, par value $0.00001 per share, of the Company.

"**Company Class B Common Stock**" means Class B common stock, par value $0.00001 per share, of the Company.

"**Company Class C Common Stock**" means Class C common stock, par value $0.00001 per share, of the Company.

"**Company Cure Period**" has the meaning given to such term in Section 11.01(d).

"**Company Designees**" has the meaning given to such term in Section 9.06.

"**Company Disclosure Schedule**" means the confidential disclosure schedule delivered by the Company to VGAC concurrently with the execution and delivery of this Agreement.

"**Company IT Systems**" means any and all computers, Software, servers, workstations, routers, hubs, switches, racks, PCs, laptops, terminals, data communications lines and all other information technology equipment, including all documentation related to the foregoing, owned by, or licensed or leased to, the Company or any of its Subsidiaries.

"**Company Material Adverse Effect**" means any effect, development, event, occurrence, fact, condition, circumstance or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on (x) the business, results of operations, financial condition, assets or liabilities of the Company and its Subsidiaries, taken as a whole, or (y) the ability of the Company and its Subsidiaries to timely consummate the Closing (including the Merger) on the terms set forth herein or to perform their agreements or covenants hereunder; *provided*, *however*, that, in the case of the foregoing clause (x) only, no effect, development, event, occurrence, fact, condition, circumstances or change, to the extent resulting from any of the following, either alone or in combination, shall be deemed to constitute a "Company Material Adverse Effect", or be taken into account in determining whether a "Company Material Adverse Effect" has occurred or would reasonably be expected to occur: (i) any change in Applicable Laws or GAAP, or regulatory policies or interpretations thereof; (ii) any change in interest rates or economic, financial or market conditions generally; (iii) the announcement or the execution of this Agreement, the pendency or consummation of the Merger or the performance of this Agreement (or the obligations hereunder), including the impact thereof on relationships with customers, suppliers or employees; *provided* that this clause (iii) shall not prevent a determination that a breach of any representation and warranty set forth herein which addresses the consequences of the execution and performance of this Agreement or the consummation of the Merger has resulted in or contributed to, or would reasonably be expected to result in or contribute to, a Company Material Adverse Effect; (iv) any change generally affecting any of the industries or markets in which the Company or any of its Subsidiaries operates; (v) any acts of war, sabotage, civil unrest or terrorism, changes in global, national, regional, state or local political or social conditions, earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster or act of God, epidemic or pandemic (including the COVID-19 Pandemic), and any other force majeure event (natural or man-made), or any worsening of any of the foregoing; (vi) the compliance with the express terms of this Agreement, including any actions required to be taken, or required not to be taken, pursuant to the terms of this Agreement or otherwise taken at the prior written request of VGAC or omitted to be taken to the extent attributable to VGAC unreasonably withholding its consent pursuant to Section 7.01; or (vii) in and of itself, the failure of the Company and its Subsidiaries, taken as a whole, to meet any projections, forecasts or budgets or estimates of revenues, earnings or other financial metrics for any period; *provided* that this clause (vii) shall not prevent a determination that any change or effect underlying such failure to meet projections, forecasts or budgets has resulted in or contributed to, or would reasonably be expected to result in or contribute to, a Company Material Adverse Effect, except in the case of clauses (i), (ii) and (iv), to the extent that any such effect, development, event, occurrence, fact, condition, circumstance or change has

a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operate.

"**Company Options**" means each outstanding and unexercised option to purchase shares of common stock of the Company issued pursuant to any equity incentive plan sponsored or maintained by the Company, including, without limitation, the 23andMe, Inc. Equity Incentive Plan, whether or not then vested or fully exercisable, granted prior to the Effective Time to any current or former Service Provider of the Company (each such Service Provider, a "**Company Optionholder**").

"**Company Permits**" has the meaning given to such term in Section 5.11(b).

"**Company PII**" means any and all Personally Identifiable Information that is Processed by or on behalf of the Company or its Subsidiaries in connection with the development, marketing, delivery, servicing, use or other exploitation of the Company's or its Subsidiaries' products, services or operations.

"**Company Preferred Stock**" means (A) Series A preferred stock, par value $0.00001 per share, of the Company, (B) Series B preferred stock, par value $0.00001 per share, of the Company, (C) Series C preferred stock, par value $0.00001 per share, of the Company, (D) Series D preferred stock, par value $0.00001 per share, of the Company, (E) Series E preferred stock, par value $0.00001 per share, of the Company, (F) Series F preferred stock, par value $0.00001 per share, of the Company and (G) Series F-1 preferred stock, par value $0.00001 per share, of the Company.

"**Company Privacy Policies**" means all current and, to the extent applicable, prior public or internal policies, procedures and representations of the Company or its Subsidiaries to the extent relating to data security or the Processing of Personally Identifiable Information, including the Data Protection Program.

"**Company Shareholder Approval**" has the meaning given to such term in the recitals hereto.

"**Company Shareholders**" means the holders of Company Shares.

"**Company Shares**" means shares of Company Class A Common Stock, shares of Company Class B Common Stock, shares of Company Class C Common Stock and shares of Company Preferred Stock.

"**Company Shares Outstanding**" means, without duplication, as of immediately before the Effective Time, the sum of: (i) the number of issued and outstanding Company Shares; and (ii) the number of Company Shares issued or issuable upon the exercise of all Vested Company Options.

"**Company Voting Agreement**" means that certain Eighth Amended and Restated Voting Agreement, dated as of December 9, 2020, by and among the Company and the Company Shareholders party thereto.

"**Company Waiving Parties**" has the meaning given to such term in Section 12.17.

"**Completion 8-K**" has the meaning given to such term in Section 9.08.

"**Confidentiality Agreement**" means that certain Mutual Confidentiality Agreement, dated as of December 4, 2020, by and between VGAC and the Company.

"**Contracts**" means any contract, agreement, subcontract, lease, sublease, license, sublicense, conditional sales contract, purchase or service order, license, indenture, note, bond, loan, understanding, undertaking, commitment or other arrangement or instrument, including any exhibits, annexes, appendices and attachments thereto and any amendments, statements of work, modifications, supplements, extensions or renewals thereto, whether written or oral.

"**COVID-19 Pandemic**" means the novel coronavirus (SARS-CoV-2 or COVID-19), and any evolutions, mutations or variations thereof or any other related or associated public health condition, emergency, epidemics, pandemics or disease outbreaks.

"**Damages**" means all fines, losses, damages, liabilities, penalties, judgments settlements, assessments and other reasonable costs and expenses (including reasonable legal, attorneys' and other experts' fees).

"**Data Protection Program**" has the meaning given to such term in Section 5.14(a).

"**DGCL**" means the Delaware General Corporation Law.

"**Domestication**" has the meaning given to such term in the Recitals.

"**Domestication Effective Time**" has the meaning given to such term in Section 2.01.

"**Effective Time**" has the meaning given to such term in Section 3.03.

"**Environmental Laws**" means any Applicable Law relating to pollution or the protection of the environment, including those related to the use, generation, treatment, storage, handling, emission, transportation, disposal or Release of Hazardous Materials, each as in effect on and as interpreted as of the date of this Agreement.

"**Equity Security**" means (i) any share capital, partnership interest, membership interest or unit, capital stock, equity interest, voting security or other ownership interest, (ii) any other interest or participation (including phantom units or interests) that confers on a Person the right to receive a unit of the profits and losses of, or distribution of assets of, the issuing entity (including any "profits interests"), (iii) any subscription, call, warrant, option, restricted share, restricted stock unit, stock appreciation right, performance unit, incentive unit or other commitment of any kind or character relating to, or entitling any Person to purchase or otherwise acquire, any of the foregoing and (iv) any security convertible into or exercisable or exchangeable for any of the foregoing.

"**Equity Value**" means (i) $3,600,000,000 *plus* (ii) the aggregate exercise price payable with respect to each Vested Company Option.

"**ERISA**" has the meaning given to such term in Section 5.15.

"**Exchange Act**" has the meaning given to such term in Section 6.08.

"**Exchange Agent**" has the meaning given to such term in Section 4.05(a).

"**Exchange Agent Agreement**" means an exchange agent agreement in customary form to be entered into between Newco and the Exchange Agent.

"**Exchange Pool**" has the meaning given to such term in Section 4.05(a).

"**Exchange Ratio**" means the quotient obtained by *dividing* (i) the Per Share Equity Value *by* (ii) the Reference Price.

"**Financial Statements**" has the meaning given to such term in Section 5.07(a).

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

"**Governmental Authority**" means any supra-national, federal, regional, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, agency or instrumentality, court, arbitral body or tribunal, including any political subdivision thereof, or NYSE or any self-regulatory organization or arbitral body (public or private).

"**Governmental Order**" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, issued, promulgated, made or entered by or with any Governmental Authority.

"**Government Official**" means any public or elected official or officer, employee (regardless of rank), or person acting on behalf of a national, provincial, or local government, including a department, agency, instrumentality, state-owned or state-controlled company, public international organization (such as the United Nations or World Bank), or non-U.S. political party, non-U.S. party official or any candidate for political office. Officers, employees (regardless of rank), or persons acting on behalf of an entity that is financed in large measure through public appropriations, is widely perceived to be performing government functions, or has its key officers and directors appointed by a government should also be considered "Government Officials."

"**Hazardous Material**" means material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," or "radioactive," (or words of similar intent or meaning) under applicable Environmental Law, including but not limited to petroleum, petroleum by-products, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable or explosive substances, or pesticides.

"**Holders**" means all Persons who hold one or more Company Shares as of immediately prior to the Effective Time.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Incentive Equity Plan**" has the meaning given to such term in Section 9.09.

"**Indebtedness**" has the meaning given to such term in Section 5.07(e).

"**Insurance Policy**" means all material policies of property, fire and casualty, product liability, workers' compensation, and other forms of insurance held by, or for the benefit of, the Company or any of its Subsidiaries as of the date of this Agreement.

"**Intellectual Property**" means any and all intellectual property and similar proprietary rights in any jurisdiction throughout the world, whether registered or unregistered, including all: (i) patents and patent applications (together with any and all re-issuances, continuations, continuations-in-part, divisionals, revisions, provisionals, renewals, extensions and reexamination thereof) and all improvements to the inventions disclosed in each such patent and patent application, (ii) trademarks, service marks, trade dress, trade names, service names, brand names, corporate names, logos and any and all other indications of origin, including all goodwill associated therewith, (iii) copyrights, works of authorship, mask work rights and any and all renewals, extensions, reversions, restorations, derivative works and moral rights in connection with the foregoing, now or hereafter provided by applicable Law, regardless of the medium of fixation or means of expression, (iv) Internet domain names and social media identifiers and accounts, (v) trade secrets, know-how (including manufacturing and production processes and research and development information), confidential information, technical data, algorithms, formulae, procedures, protocols, techniques, results of experimentation and testing, and business information (including financial and marketing plans, customer and supplier lists, and pricing and cost information), (vi) Software, (vii) databases and data collections, (viii) all registrations, applications (whether provisional, pending or final) to register, and renewals of any of the foregoing, and all common law rights thereto, and (ix) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, misappropriation or other violation of any of the foregoing.

"**Intended Tax Treatment**" has the meaning given to such term in Section 9.03(a).

"**Interim Financial Statements**" has the meaning given to such term in Section 5.07(a).

"**Interim Period**" has the meaning given to such term in Section 7.01.

"**Labor Contract**" has the meaning given to such term in Section 5.12(a)(v).

"**Leakage**" means, without duplication, to the extent paid or incurred after the date hereof and prior to the Closing Date, in each case, other than Permitted Leakage: (i) any dividend (whether in the form of cash or other property) or distribution declared, made or paid, by the Company or any Subsidiary of the Company to any Related Party; (ii) any repurchase or redemption of any Equity Securities of the Company or any Subsidiary of the Company, other than any such repurchase or redemption of any Equity Securities by any Subsidiary of the Company of any Equity Securities owned by the Company or any of its Subsidiaries; (iii) any waiver or release (A) in favor of any Related Party of any sum or obligation owing by any such Related Party to the Company or any of its Subsidiaries or (B) of any claims or rights of the

Company or any of its Subsidiaries against any such Related Party, in each case, other than as expressly contemplated by this Agreement; (iv) any payments of any nature made to (or assets transferred to) any Related Party by the Company or any of its Subsidiaries; (v) any liabilities assumed or incurred for the benefit of any Related Party by the Company or any of its Subsidiaries, other than as expressly contemplated by this Agreement; (vi) the creation of any Lien over any asset of any Company or any of its Subsidiaries for the benefit of any Related Party (not including any benefit arising by virtue of the Related Party's Equity Securities in the Company); (vii) any discharge or waiver by the Company or any of its Subsidiaries of any liability or obligation of any Related Party; (viii) any agreement or arrangement made or entered into by the Company or any of its Subsidiaries to do or give effect to any matter referred to in clause (i) through clause (vii) above; or (ix) any Tax which is payable by the Company or any of its Subsidiaries as a result of any of clause (i) through clause (viii) above.

"**Leased Real Property**" means all real property and interests in real property leased, subleased or otherwise occupied or used but not owned by the Company or any of its Subsidiaries.

"**Letter of Transmittal**" means a letter of transmittal in the Exchange Agent's customary form and reasonably acceptable in form and substance to each of VGAC and the Company.

"**Licensed Intellectual Property**" means any and all Intellectual Property owned by a third party and licensed or sublicensed (or purported to be licensed or sublicensed) to either the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries has obtained a covenant not to be sued.

"**Lien**" means, with respect to any property or asset, any mortgage, deed of trust, pledge, hypothecation, encumbrance, license, security interest, claim, restriction or other lien or similar adverse claim of any kind in respect of such property or asset.

"**Merger**" has the meaning given to such term in Section 3.01(b).

"**Merger Sub**" has the meaning given to such term in the preamble hereto.

"**Minimum Cash**" means $500,000,000.

"**Newco**" has the meaning given to such term in the Recitals.

"**Newco Board**" has the meaning given to such term in Section 9.06.

"**Newco Bylaws**" has the meaning given to such term in Section 2.02.

"**Newco Certificate of Incorporation**" has the meaning given to such term in the recitals hereto.

"**Newco Class A Common Stock**" means Class A common stock of Newco, as set forth in the Newco Certificate of Incorporation.

"**Newco Class B Common Stock**" means Class B common stock of Newco, as set forth in the Newco Certificate of Incorporation.

"**Newco Common Stock**" means Newco Class A Common Stock and Newco Class B Common Stock.

"**Newco Common Warrant**" has the meaning given to such term in Section 2.03(c).

"**NYSE**" means the New York Stock Exchange.

"**Offer Documents**" has the meaning given to such term in Section 9.04(b).

"**Open Source Software**" means Software that (i) is distributed as free Software, open source Software, copyleft Software or similar licensing or distribution models, or (ii) requires as a condition of use, modification or distribution (including under an ASP or "software as a service" model) of such Software that other Software using, incorporating, linking, integrating or distributing or bundling with such Software be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works or (c) redistributable at no charge. "Open Source Software" includes Software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (A) the Apache Software Foundation License, (B) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (C) The Artistic License (e.g., PERL), (D) the Mozilla Public License, (E) the Netscape Public License, (F) the Sun Community Source License (SCSL), (G) the Sun Industry Standards License (SISL), (H) Affero General Public License (AGPL), (I) Common Development and Distribution License (CDDL) or (J) any license or distribution agreements or arrangements now listed as open source licenses on www.opensource.org or any successor website thereof or in the Free Software Directory maintained by the Free Software Foundation on http://directory.fsf.org/ or any successor website thereof.

"**Ordinary Course of Business**" means, at any given time, the ordinary and usual course of operations of the business of the Company and its Subsidiaries (as applicable), consistent with past practice, subject to any reasonable changes required to address any then current facts and circumstances (including requirements to comply with Applicable Law).

"**Owned Intellectual Property**" means any and all Intellectual Property owned (or purported to be owned) by the Company or any of its Subsidiaries.

"**Parties**" has the meaning given to such term in the preamble hereto.

"**PCAOB**" means the U.S. Public Company Accounting Oversight Board.

"**Per Share Equity Value**" means the quotient obtained by *dividing* (i) the Equity Value *by* (ii) the Company Shares Outstanding.

"**Per Share Merger Consideration**" means (i) other than as provided in clause (ii), with respect to any Company Share that is issued and outstanding immediately prior to the Effective Time, a number of shares of Newco Class A Common Stock equal to the Exchange Ratio and (ii) with respect to any share of Company Class B Common Stock (for the avoidance of doubt

including shares of Company Class B Common Stock issued upon conversion of the Company Preferred Stock into Company Class B Common Stock immediately prior to the Effective Time), a number of shares of Newco Class B Common Stock equal to the Exchange Ratio.

"**Permits**" means all permits, licenses, certificates of authority, authorizations, approvals, registrations, clearances, orders, variances, exceptions or exemptions and other similar consents issued by or obtained from a Governmental Authority.

"**Permitted Leakage**" means (i) any repurchase or redemption of any Equity Securities of the Company or any of its Subsidiaries by the Company or any of its Subsidiaries, as applicable, in the Ordinary Course of Business in connection with the termination of employment of any employee of the Company or its Subsidiaries, (ii) any payment by the Company or any of its Subsidiaries to (or on behalf of, or for the benefit of) any Related Party in respect of salary, bonus or other ordinary course compensation, director or manager fees, reimbursement or advancement of expenses, indemnification or other benefits due to such individual in their capacity as an employee, independent contractor or director of the Company or any of its Subsidiaries, together with any employer-paid portion of any employment or payroll Taxes related thereto, in each case, in the Ordinary Course of Business or (iii) any payments made by the Company or any of its Subsidiaries to a Related Party in the Ordinary Course of Business pursuant to any of the Affiliate Transactions.

"**Permitted Liens**" means (i) statutory or common law mechanics, materialmen, warehousemen, landlords, carriers, repairmen and construction contractors and other similar Liens that arise in the Ordinary Course of Business and which are not yet due and payable or which are being contested in good faith through appropriate Actions, (ii) pledges or deposits incurred in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other social security legislation, (iii) Liens for Taxes not yet due and payable or which are being contested in good faith through appropriate Actions and with respect to which adequate reserves have been made in accordance with GAAP, (iv) Liens on real property (including zoning, building, or other similar restrictions, variances, covenants, rights of way, encumbrances, easements, covenants, rights of way and similar restrictions of record and irregularities in title) that do not, individually or in the aggregate, materially interfere with the present uses of such real property, (v) statutory, common law and contractual Liens of landlords with respect to leased real property and the rights of lessors under any leases, (vi) non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business, (vii) purchase money Liens and Liens securing rental payments in connection with capital lease obligations of the Company, (viii) Liens that do not result in a material liability to the Company and its Subsidiaries or materially interfere with the present use of the assets of the Company or the rights of the Company under its licenses or leases, taken as a whole, and (ix) Liens described on Section 1.01(a) of the Company Disclosure Schedule.

"**Person**" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"**Personally Identifiable Information**" means any and all (i) information relating to an individual that either contains data elements that identify the individual or that can be used,

directly or indirectly, to identify, contact or locate the individual, (ii) information that enables a person to contact the individual (such as information contained in a cookie or electronic device fingerprint) (iii) "personal data" as that or a similar term is defined under any applicable Law and (iv) other information, the Processing of which is regulated by an applicable Law in relation to data protection or data privacy. Personally Identifiable Information includes (A) personal identifiers, such as name, address, telephone number, Social Security Number, date of birth, driver's license number, identification number issued by a Governmental Authority, Taxpayer Identification Number and passport number, (B) online identifiers, e-mail addresses social media handles, Internet or Software-based usernames, Internet protocol addresses, cookie identifiers, device identifiers, (C) financial information, including credit or debit card numbers, account numbers, access codes, consumer report information and insurance policy numbers, (D) demographic information, including information relating to an individual's race, gender, age, ethnicity, religion or philosophy, political affiliation or sexual orientation, (E) biometric data, such as fingerprint, retina or iris image, voice print or other unique physical representation or characteristic, (F) individual medical or health information, including protected health information governed by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and (G) geolocation information.

"**PIPE Financing**" has the meaning given to such term in the recitals hereto.

"**PIPE Financing Amount**" has the meaning given to such term in the recitals hereto.

"**PIPE Investors**" means those Persons who are participating in the PIPE Financing pursuant (and signatory) to a PIPE Subscription Agreement entered into with VGAC on or prior to the date hereof.

"**PIPE Subscription Agreements**" has the meaning given to such term in the recitals hereto.

"**Pre-Closing VGAC Holders**" means the Members (as defined in the VGAC Governing Document) of VGAC at any time prior to the Effective Time.

"**Privacy Requirements**" means any and all (i) Company Privacy Policies, (ii) Contracts involving the Processing of Personally Identifiable Information, (iii) applicable Laws that apply to the security, privacy or Processing of Personally Identifiable Information or other data, (iv) industry self-regulatory principles applicable to the protection or Processing of Personally Identifiable Information to which the Company or any of its Subsidiaries purport to adhere and (v) binding guidance issued by any Governmental Authority that pertains to any of the applicable Laws or principles outlined in the foregoing clauses (iii) or (iv).

"**Process**", "**Processed**" or "**Processing**" means, with respect to any data or Personally Identifiable Information, the collection, recording, use, processing, storage, organization, modification, transfer, sale, retrieval, access, disclosure, deletion, dissemination or combination of such data or Personally Identifiable Information.

"**Prospectus**" has the meaning given to such term in Section 7.04.

"**Proxy Statement**" has the meaning given to such term in Section 9.04(a).

"**Reference Price**" means $10.00 per share.

"**Registered Intellectual Property**" means all registrations and applications for registration included in the Owned Intellectual Property as of the date of this Agreement.

"**Registration Statement**" means the Registration Statement on Form S-4, or other appropriate form determined by the Parties, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by VGAC under the Securities Act with respect to Newco Common Stock to be issued pursuant to this Agreement.

"**Related Party**" has the meaning given to such term in Section 5.21.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into or through the indoor or outdoor environment.

"**Representatives**" means, collectively, with respect to any Person, such Person's officers, directors, Affiliates, employees, agents or advisors, including any investment banker, broker, attorney, accountant, consultant or other authorized representative of such Person.

"**Required Company Shareholders**" means the Company Shareholders described on Section 1.01(b) of the Company Disclosure Schedule.

"**Rollover Elected Vested Options**" means those Vested Company Options that have been elected by Rollover Eligible Holders to be assumed by VGAC pursuant to the procedures set forth on Section 4.02(a) of the Company Disclosure Letter.

"**Rollover Eligible Holders**" means those officers of the Company set forth on Section 4.02(a) of the Company Disclosure Letter under the heading "Rollover Eligible Holders".

"**Sanctions**" has the meaning given to such term in Section 5.23(d).

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

"**SEC Documents**" has the meaning given to such term in Section 6.08(a).

"**Section 16**" has the meaning given to such term in Section 8.04.

"**Section 262**" has the meaning given to such term in Section 4.04.

"**Securities Act**" means the Securities Act of 1933.

"**Security Incident**" means any incident involving (i) information security breaches, intrusions or failures of the Company IT Systems or (ii) unauthorized access, use, theft, extraction, Processing, transfer, modification, loss, disclosure, corruption, destruction or encryption of Company PII or other data held, in whatever form, by or on behalf of the Company or its Subsidiaries, including where the unauthorized event results from the use of any malicious code (including without limitation viruses, Trojan horses, worms, malware and ransomware),

social engineering, unauthorized access to physical premises, loss of devices, disclosure of passwords or otherwise.

"**Service Provider**" means, as of any relevant time, any director, officer, employee or individual independent contractor of the Company or any of its Subsidiaries.

"**Significant Contract**" has the meaning given to such term in Section 5.12(a).

"**Signing Press Release**" has the meaning given to such term in Section 9.08.

"**Software**" means any and all (i) computer, mobile, or device software, programs, systems, applications and code, including any software implementations of algorithms, models and methodologies and any source code, object code, firmware, middleware, APIs, development and design tools, applets, compilers and assemblers, (ii) databases and compilations, including any and all libraries, data and collections of data whether machine readable, on paper or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (iv) technology supporting, and the contents and audiovisual displays of, any internet site(s) and (v) documentation, other works of authorship and media, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

"**Sponsor**" means VG Acquisition Sponsor LLC, a Cayman Islands limited liability company.

"**Sponsor Letter Agreement**" has the meaning given to such term in the Recitals.

"**Subsidiary**" means, with respect to a specified Person, a corporation or other entity (i) of which 50% or more of the voting power of the Equity Securities is owned, directly or indirectly, by such specified Person or (ii) with respect to which such specified Person controls the management.

"**Surviving Corporation**" has the meaning given to such term in Section 3.01(b).

"**Surviving Provisions**" has the meaning given to such term in Section 11.02.

"**Tax**" means all federal, state, local, or foreign taxes, fees or levies imposed by a Governmental Authority (including income, profits, franchise, alternative minimum, gross receipts, sales, use, customs duties, value added, ad valorem, escheat, transfer, real property, personal property, stamp, capital stock, excise, premium, social security, payroll, occupation, employment, unemployment, severance, disability, registration, license, withholding and estimated tax), and any interest, penalty, or addition with respect thereto.

"**Tax Grant**" means any Tax exemption, Tax holiday, reduced Tax rate or other Tax benefit granted by a Taxing Authority with respect to the Company or any of its Subsidiaries that is not generally available without specific application therefor.

"**Tax Return**" means any return, report, schedule, form, statement, declaration, or document (including any refund claim, information statement, or amendment) required to be

filed with or submitted to a Governmental Authority in connection with the determination, assessment, collection or payment of any Tax.

"**Taxing Authority**" means the Internal Revenue Service and any other Governmental Authority responsible for the administration, imposition, regulation, enforcement, assessment, determination or collection of any Tax.

"**Terminating Company Breach**" has the meaning given to such term in Section 11.01(d).

"**Terminating VGAC Breach**" has the meaning given to such term in Section 11.01(e).

"**Termination Date**" has the meaning given to such term in Section 11.01(b).

"**Top 10 Vendors**" has the meaning given to such term in Section 5.22.

"**Transaction Proposals**" has the meaning given to such term in Section 9.05(a).

"**Transfer Tax**" means any direct or indirect transfer (including real estate transfer), sales, use, stamp, documentary, registration, conveyance, recording, or other similar Taxes or governmental fees (and any interest, penalty, or addition with respect thereto) payable as a result of the consummation of the transactions contemplated hereby.

"**Treasury Regulations**" means the temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**Trust Account**" means the account established by VGAC for the benefit of its public shareholders pursuant to the Trust Agreement.

"**Trust Agreement**" means the Investment Management Trust Agreement, dated as of October 2, 2020, by and between VGAC and the Trustee.

"**Trustee**" means Continental Stock Transfer & Trust Company, a New York corporation.

"**Vested Company Option**" means a vested Company Option (including after giving effect to any acceleration of any unvested Company Options in connection with the consummation of the transactions contemplated hereby on a cash exercise basis).

"**VGAC**" has the meaning given to such term in the Preamble.

"**VGAC Board Recommendation**" has the meaning given to such term in Section 6.02(c).

"**VGAC Class A Ordinary Shares**" means Class A ordinary shares, par value $0.0001 per share, of VGAC.

"**VGAC Class B Ordinary Shares**" means Class B ordinary shares, par value $0.0001 per share, of VGAC.

"**VGAC Common Warrant**" means a right to acquire VGAC Ordinary Shares that was included in the units sold as part of VGAC's initial public offering.

"**VGAC Cure Period**" has the meaning given to such term in Section 11.01(e).

"**VGAC Designee**" has the meaning given to such term in Section 9.06.

"**VGAC Disclosure Schedule**" means the confidential disclosure schedule delivered by VGAC to the Company concurrently with the execution and delivery of this Agreement.

"**VGAC Extraordinary General Meeting**" has the meaning given to such term in Section 9.05.

"**VGAC Financials**" has the meaning given to such term in Section 6.08(b).

"**VGAC Governing Document**" has the meaning given to such term in the Recitals.

"**VGAC Material Adverse Effect**" means any effect, development, event, occurrence, fact, condition, circumstance or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the ability of the VGAC Parties to timely consummate the Closing (including the Merger) on the terms set forth herein or to perform their agreements or covenants hereunder.

"**VGAC Material Contract**" has the meaning given to such term in Section 6.14.

"**VGAC Ordinary Shares**" means VGAC Class A Ordinary Shares and VGAC Class B Ordinary Shares.

"**VGAC Share Redemption**" means the election of an eligible (as determined in accordance with the VGAC Governing Document) Pre-Closing VGAC Holder to exercise its VGAC Shareholder Redemption Right in connection with the consummation of the transactions contemplated by this Agreement.

"**VGAC Shareholder Approval**" means the approval of the Transaction Proposals (other than the Transaction Proposal contemplated by clause (ix) of the definition thereof), in each case, by at least two-thirds of votes cast by the holders of VGAC Ordinary Shares at the VGAC Extraordinary General Meeting, or such other standard as may be applicable to a specific Transaction Proposal, in accordance with the Proxy Statement and the VGAC Governing Document.

"**VGAC Shareholder Redemption Right**" means the right to elect an IPO Redemption, as such term is defined in Section 49.5 of the VGAC Governing Document.

"**VGAC Sponsor Warrant**" means a right to acquire VGAC Ordinary Shares that was issued to Sponsor in a private placement as part of VGAC's initial public offering.

"**VGAC Warrants**" means VGAC Common Warrants and VGAC Sponsor Warrants.

"**Voting and Support Agreement**" has the meaning given to such term in the recitals hereto.

"**WARN**" has the meaning given to such term in Section 5.16(b).

Section 1.02. *Construction*.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender and neuter form, (ii) words using the singular or plural form also include the plural or singular form, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto," "herewith," "hereunder" and derivative or similar words refer to this entire Agreement (including the Annexes and Appendices hereto) and not to any particular provision of this Agreement, (iv) the terms "Article," "Section" and "Annex" refer to the specified Article, Section or Annex of or to this Agreement unless otherwise specified, (v) whenever any other word derived from a defined term shall be used in this Agreement, such derived word shall have the meaning correlative to such defined term (e.g., "controlled" or "controlling" shall have the meaning correlative to "control"), (vi) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" whether or not they are in fact followed by such phrase or phrases or words of like import, (vii) the word "or" shall be disjunctive but not exclusive and (viii) references to anything having been "provided", "made available" or "delivered" (or any other similar references) to any of the VGAC Parties means the relevant item has been posted in the electronic data site maintained by or on behalf of the Company in a location accessible to the VGAC Parties no later than 8:00 p.m. on the day immediately prior to the date hereof.

(b) All Annexes or Schedules (including the Company Disclosure Schedule and the VGAC Disclosure Schedule) annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term(s) used in any Annex or Schedule (including the Company Disclosure Schedule and the VGAC Disclosure Schedule) annexed hereto or referred to herein but not otherwise defined therein shall have the meaning ascribed to such term(s) in this Agreement.

(c) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto; *provided* that, with respect to any agreement or other document identified in the Company Disclosure Schedule or the VGAC Disclosure Schedule, such amendment or other modification thereto is also identified in the Company Disclosure Schedule or the VGAC Disclosure Schedule, respectively.

(d) Unless the context of this Agreement otherwise requires, references to any statute, law or other Applicable Law shall include all regulations and rules promulgated thereunder and references to any statute, law or other Applicable Law shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(e) References to any Person include references to such Person's successors and assigns (*provided*, *however*, that nothing contained in this clause is intended to authorize any assignment or transfer not otherwise permitted by this Agreement), and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(f) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The Parties acknowledge that each Party and its counsel has reviewed and participated in the drafting of this Agreement and that no rule of strict construction, presumption or burden of proof favoring or disfavoring a Party shall be applied against any Party.

(g) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. Except as otherwise expressly provided herein, (i) any reference in this Agreement to a date or time shall be deemed to be such date or time in New York, New York and (ii) references from or through any date mean, unless otherwise specified, from and including or through and including, such date, respectively.

(h) 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."

(i) The term "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in visible form.

(j) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(k) All monetary figures used herein, including references to "$," shall be in United States dollars unless otherwise specified.

Section 1.03. *Knowledge*. As used herein, the phrase "to the knowledge" of any Person shall mean the actual knowledge, after reasonable inquiry, of (a) in the case of the Company, the individuals listed on Section 1.03 of the Company Disclosure Schedule and (b) in the case of VGAC, Josh Bayliss and Evan Lovell.

ARTICLE 2
DOMESTICATION

Section 2.01. *Domestication*. Subject to receipt of the VGAC Shareholder Approval, prior to the Effective Time, VGAC shall cause the Domestication to become effective, including by (a) filing with the Delaware Secretary of State a Certificate of Domestication with respect to the Domestication, together with the Certificate of Incorporation of Newco in substantially the form attached as Annex A hereto, in each case, in accordance with the provisions thereof and Applicable Law, (b) completing and making and procuring all those filings required to be made with the Cayman Islands Registrar of Companies in connection with the Domestication, and (c) obtaining a certificate of de-registration from the Cayman Islands Registrar of Companies. The

Domestication shall become effective at the time when the Certificate of Domestication has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by VGAC and the Company in writing and specified in the Certificate of Domestication (the "**Domestication Effective Time**").

Section 2.02. *Bylaws of VGAC*. VGAC shall take all actions necessary so that, at the Domestication Effective Time, the bylaws of Newco shall be substantially in the form attached as Annex B hereto (the "**Newco Bylaws**").

Section 2.03. *Effects of the Domestication on the Share Capital of VGAC.* At the Domestication Effective Time, by virtue of the Domestication and without any action on the part of the VGAC Parties or any holder of VGAC Ordinary Shares or VGAC Warrants:

(a) each then issued and outstanding VGAC Class A Ordinary Share will convert automatically, on a one-for-one basis, into one share of Newco Class A Common Stock;

(b) each then issued and outstanding VGAC Class B Ordinary Share will convert automatically, on a one-for-one basis, into one share of Newco Class A Common Stock;

(c) each then issued and outstanding VGAC Common Warrant will convert automatically, on a one-for-one basis, into a warrant to acquire Newco Class A Common Stock, in the same form and on the same terms and conditions (including the same "Warrant Price" and number of shares of common stock subject to such warrant) as the converted VGAC Common Warrant (a "**Newco Common Warrant**"); and

(d) each then issued and outstanding VGAC Sponsor Warrant will convert automatically, on a one-for-one basis, into a Newco Common Warrant, in the same form and on the same terms and conditions (including the same "Warrant Price" and number of shares of common stock subject to such warrant) as the converted VGAC Sponsor Warrant.

ARTICLE 3
MERGER; CLOSING

Section 3.01. *Merger*.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company in accordance with the DGCL, with the Company being the surviving corporation (the "**Merger**"). The Merger shall be evidenced by a Certificate of Merger filed by Merger Sub and the Company with the Secretary of State of the State of Delaware in substantially the form attached as Annex F hereto (the "**Certificate of Merger**").

(b) Upon consummation of the Merger at the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company, as the surviving corporation of the Merger (the "**Surviving Corporation**"), shall continue its corporate existence under the DGCL.

Section 3.02. *Effects of the Merger*. From and after the Effective Time, the effects of the Merger shall be as provided in this Agreement and the applicable provisions of the DGCL

and the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of Merger Sub and the Company, all as provided under the DGCL.

Section 3.03. *Closing; Effective Time*. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "**Closing**") shall take place at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017, commencing at 10:00 a.m. (New York time) on the date which is three Business Days after the date on which all conditions set forth in Article 10 shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or such other time and place as VGAC and the Company may mutually agree. The date on which the Closing actually occurs is referred to in this Agreement as the "**Closing Date**." Subject to the satisfaction or waiver of all of the conditions set forth in Article 10, the VGAC Parties and the Company shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the DGCL on the Closing Date. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by VGAC and the Company in writing and specified in the Certificate of Merger, but in any event not prior to the Domestication Effective Time (the "**Effective Time**").

Section 3.04. *Certificate of Incorporation and Bylaws of the Surviving Corporation*. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or any other Person, the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall become the certificate of incorporation of the Surviving Corporation and shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein and under the DGCL, except that the name of the Company reflected therein shall be "23andMe, Inc." At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or any other Person, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall become the bylaws of the Surviving Corporation and shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein, in the certificate of incorporation of the Surviving Corporation and under the DGCL.

Section 3.05. *Directors and Officers of the Surviving Corporation*. At the Effective Time, the directors of the Company as of immediately prior to the Effective Time shall be the directors of the Surviving Corporation (and all directors of Merger Sub immediately prior to the Effective Time shall be removed as of the Effective Time), each to hold office in accordance with the bylaws of the Surviving Corporation until the earlier of his or her resignation or removal or he or she otherwise ceases to be a director or until his or her respective successor is duly elected and qualified, as the case may be. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the bylaws of the Surviving Corporation until the earlier of his or her resignation or removal or he or she otherwise ceases to be an officer or until his or her respective successor is duly elected and qualified, as the case may be.

ARTICLE 4
EFFECTS OF THE MERGER ON THE COMPANY SHARES; CLOSING DELIVERIES

Section 4.01. *Conversion of Company Shares*. The solicitation by the Company of the Company Shareholder Approval shall include the solicitation of the affirmative vote or written consent to the voluntary conversion of the Company Preferred Stock into shares of Company Class B Common Stock from such holders of Company Preferred Stock as is necessary for the Company Preferred Stock to be automatically converted into shares of Company Class B Common Stock effective as of immediately prior to the Effective Time. At the Effective Time (and, for the avoidance of doubt, following the consummation of the Domestication), by virtue of the Merger and without any action on the part of the VGAC Parties, the Company, any Company Shareholder or any other Person, and subject to Section 4.04 with respect to Appraisal Shares, each Company Share that is issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become the right to receive the applicable Per Share Merger Consideration. As of the Effective Time, all such Company Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of Company Shares shall thereafter cease to have any rights with respect thereto, except the right to receive the consideration set forth in this Section 4.01.

Section 4.02. *Treatment of Company Options*.

(a) At the Effective Time, all of the Vested Company Options (other than Rollover Elected Vested Options) outstanding and unexercised immediately prior to the Effective Time will, automatically and without any action on the part of any Company Optionholder or beneficiary thereof, be deemed exercised and converted into the right to receive Newco Class A Common Stock, and the applicable number of shares of Newco Class A Common Stock (with fractional shares of a Company Optionholder aggregated and rounded down to the nearest whole share) shall be determined by finding the quotient of (i) (A) the number of shares of Company Class A Common Stock underlying the vested portion of the Company Option, *multiplied by* (B) (x) the Per Share Equity Value *less* (y) the per share exercise price of such Company Option *minus* (C) the applicable withholding taxes relating to the deemed exercise of such Vested Company Option divided by (ii) the Reference Price. As of the Effective Time, all Vested Company Options (other than Rollover Elected Vested Options) shall no longer be outstanding and each holder of Vested Company Options shall cease to have any rights with respect to such Vested Company Options that are not Rollover Elected Vested Options, except as set forth in this Section 4.02(a). Procedures and methodologies for determining Rollover Elected Vested Options and the treatment thereof are set forth on Section 4.02(a) of the Company Disclosure Letter.

(b) At the Effective Time, all of the unvested Company Options and all of the Rollover Elected Vested Options outstanding and unexercised immediately prior to the Effective Time, automatically and without any action on the part of any Company Optionholder or beneficiary thereof, will be assumed by VGAC, and each such Company Option shall be converted into a stock option (each, a "**Converted Option**") to purchase shares of Newco Class A Common Stock. Each such Converted Option as so assumed and converted shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Company Option immediately before the Effective Time (including vesting (if applicable), expiration date

and exercise provisions), except that, as of the Effective Time, each such Converted Option as so assumed and converted shall be exercisable for that number of shares of Newco Class A Common Stock determined by multiplying the number of Company Shares subject to such Company Option immediately prior to the Effective Time by the Exchange Ratio, which product shall be rounded down to the nearest whole number of shares, at a per share exercise price determined by dividing the per share exercise price of such Company Option immediately prior to the Effective Time by the Exchange Ratio, which quotient shall be rounded up to the nearest whole cent; *provided*, that the exercise price and the number of shares of Newco Class A Common Stock purchasable under each Converted Option shall be determined in a manner consistent with the requirements of Section 409A of the Code and the applicable regulations promulgated thereunder; *provided*, *further*, that in the case of any Company Option to which Section 422 of the Code applies, the exercise price and the number of shares of Newco Class A Common Stock purchasable under such Converted Option shall be determined in accordance with the foregoing in a manner that satisfies the requirements of Section 424(a) of the Code. As of the Effective Time, all unvested Company Options and Rollover Elected Vested Options shall no longer be outstanding and each holder of Converted Options shall cease to have any rights with respect to such unvested Company Options and Rollover Elected Vested Options, except as set forth in this Section 4.02(b).

(c) Prior to the Effective Time, the Company shall deliver to each Company Optionholder a notice setting forth the effect of the Merger on such Company Optionholder's Company Options and describing the treatment of such Company Options in accordance with this Section 4.02.

Section 4.03. *Merger Sub Shares*. At the Effective Time, by virtue of the Merger and without any action on the part of the VGAC Parties, the Company or any other Person, each share of common stock of Merger Sub outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock, par value $0.01 per share, of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

Section 4.04. *Appraisal Shares*.

(a) Notwithstanding anything in this Agreement to the contrary, any Company Shares that are outstanding immediately prior to the Effective Time and that are held by any Person who is entitled to demand and has properly demanded appraisal of such shares in connection with the Merger pursuant to, and who complies in all respects with, Section 262 of the DGCL ("**Section 262**" and such shares, "**Appraisal Shares**") shall not be converted into the right to receive the consideration contemplated to be payable in respect thereof by this Article 4, and instead, such Appraisal Shares shall automatically be cancelled and shall cease to exist and the holders of such Appraisal Shares shall cease to have any rights with respect thereto except such rights as may be granted to such holders pursuant to Section 262; *provided* that if any holder of Appraisal Shares shall, as of the Effective Time, fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262, then such Appraisal Shares shall be deemed to have been converted as of the Effective Time into, and to have become exchangeable solely for the right to receive, the consideration contemplated to be payable in respect thereof by this Article 4. From and after the Effective Time, Appraisal Shares shall no longer be outstanding and shall

automatically be canceled and retired and shall cease to exist, and a holder of Appraisal Shares shall not be entitled to exercise any of the voting rights or other rights of a stockholder of the Surviving Corporation.

(b) The Company shall provide prompt notice to VGAC of any demand, or any notices of intent to make demand, for appraisal of any Company Shares, withdrawals of such demands and any other instruments served pursuant to Section 262, in each case, received by the Company. VGAC shall have the right and opportunity to participate in all negotiations and Actions with respect to any demand or threatened demand for appraisal of any Company Shares in connection with the Merger, including those that take place prior to the Effective Time, and any other Action brought against the Company (or any of its directors, officers or employees (in their capacities as such)) by a current or former Company Shareholder related to the transactions contemplated hereby, and the Company shall not settle any such Action without VGAC's prior written consent.

(c) Notwithstanding anything to the contrary herein, the Per Share Merger Consideration deposited with the Exchange Agent pursuant hereto in respect of any Appraisal Shares shall be returned to Newco (or one of its designated Affiliates) upon its written demand, which demand may be made by Newco at any time after the date that is 180 days after the Effective Time, and no Company Shareholder shall be entitled to such Per Share Merger Consideration; *provided* that the holders of the applicable Appraisal Shares have not previously withdrawn or lost appraisal rights under the DGCL.

Section 4.05. *Exchange Pool; Letter of Transmittal*.

(a) Immediately prior to or at the Effective Time, VGAC shall deposit, or cause to be deposited, with an exchange agent selected by the Company and reasonably acceptable to VGAC (the "**Exchange Agent**") evidence in book-entry form of shares of Newco Common Stock representing the number of shares of Newco Common Stock sufficient to deliver the aggregate Per Share Merger Consideration (the "**Exchange Pool**").

(b) Within two Business Days following the initial filing of the Registration Statement, the Company or the Exchange Agent shall mail or otherwise deliver to each Holder (to the extent not previously so delivered) a Letter of Transmittal, which shall specify, among other things, that delivery shall be effected, and risk of loss and title to the Company Shares shall pass, only upon delivery of a completed and duly executed Letter of Transmittal to the Exchange Agent but in no event prior to the Effective Time. No Holder shall be entitled to receive the Per Share Merger Consideration unless such Holder has delivered a completed and duly executed Letter of Transmittal to the Exchange Agent (which, for the avoidance of doubt, shall include written notice of the lock-up provisions set forth in the Newco Bylaws applicable to the Newco Common Stock comprising the Per Share Merger Consideration). Each Holder that has not delivered a completed and duly executed Letter of Transmittal to the Exchange Agent at or prior to the Effective Time, upon delivery of a completed and duly executed Letter of Transmittal to the Exchange Agent after the Effective Time, shall be entitled to receive from the Exchange Agent the Per Share Merger Consideration to which such Holder is entitled pursuant to Section 4.01. With respect to any Holder of Company Shares that delivers a completed and duly executed Letter of Transmittal to the Exchange Agent at or prior to the Effective Time, VGAC

shall instruct the Exchange Agent to pay such Holder the Per Share Merger Consideration to which such Holder is entitled pursuant to Section 4.01 at or promptly after the Closing. From and after the Effective Time, all previous Holders of Company Shares shall cease to have any rights as Holders other than the right to receive the Per Share Merger Consideration to which such Holder is entitled pursuant to Section 4.01 upon the delivery of a completed and duly executed Letter of Transmittal to the Exchange Agent, without interest. From and after the Effective Time, there shall be no further registration of transfers of Company Shares on the transfer books of the Surviving Corporation.

(c) Notwithstanding anything to the contrary contained herein, no fraction of a share of Newco Common Stock will be issued by virtue of this Agreement or the transactions contemplated hereby, and unless otherwise specifically provided in this Agreement, each Person who would otherwise be entitled to a fraction of a share of Newco Common Stock (after aggregating all shares of Newco Common Stock to which such Person otherwise would be entitled) shall instead have the number of shares of Newco Common Stock issued to such Person rounded up to the nearest whole share of Newco Common Stock.

Section 4.06. *Closing Deliverables.*

(a) At or prior to the Closing, the Company shall deliver or cause to be delivered:

(i) the Amended and Restated Registration Rights Agreement, duly executed by the respective Holders party thereto;

(ii) a certificate signed by an authorized officer of the Company, dated the Closing Date, certifying that the conditions specified in Section 10.02(a), Section 10.02(b) and Section 10.02(c) have been fulfilled; and

(iii) a certification satisfying the requirements of Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3), that the Company is not, nor has it been within the period described in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" as defined in Section 897(c)(2) of the Code and an accompanying notice to the Internal Revenue Service satisfying the requirements of Treasury Regulations Section 1.897-2(h)(2); *provided* that if the Company fails to deliver such certificate, the transactions shall nonetheless be able to close and Newco shall be entitled to withhold from any consideration paid pursuant to this Agreement the amount required to be withheld under Section 1445 of the Code.

(b) At or prior to the Closing, Newco shall deliver or cause to be delivered:

(i) the Amended and Restated Registration Rights Agreement, duly executed by Sponsor and Newco;

(ii) a certificate signed by an officer of Newco, dated the Closing Date, certifying that the conditions specified in Section 10.03(a), Section 10.03(b), Section 10.03(c) and Section 10.03(e) have been fulfilled; and

(iii) resignations, effective as of the Effective Time, from each officer and director of each VGAC Party.

Section 4.07. *Exchange Agent*. Promptly following the earlier of (i) the date on which the entire Exchange Pool has been disbursed and (ii) the date which is 12 months after the Effective Time, Newco shall instruct the Exchange Agent to deliver to Newco any remaining portion of the Exchange Pool, Letters of Transmittal and other documents in its possession relating to the transactions contemplated hereby, and the Exchange Agent's duties shall terminate. Thereafter, each Holder may look only to Newco (subject to applicable abandoned property, escheat or other similar Applicable Laws), as general creditors thereof, for satisfaction of such Holder's claim for the Per Share Merger Consideration that such Holder may have the right to receive pursuant to this Article 4 without any interest thereon.

Section 4.08. *No Liability; Withholding*.

(a) None of VGAC, Newco, the Surviving Corporation or the Exchange Agent shall be liable to any Person for any portion of the Per Share Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. Notwithstanding any other provision of this Agreement, any portion of the Per Share Merger Consideration that remains undistributed to the Holders as of immediately prior to the date on which the Per Share Merger Consideration would otherwise escheat to or become the property of any Governmental Authority shall, to the extent permitted by Applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

(b) Each of VGAC, Newco, the Surviving Corporation and the Exchange Agent (without duplication) shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under any Applicable Law. Any amounts so deducted and withheld shall be paid over to the appropriate Governmental Authority in accordance with Applicable Law and shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

ARTICLE 5
Representations and Warranties of the Company

Except as set forth in the Company Disclosure Schedule (subject to Section 12.14), the Company represents and warrants to the VGAC Parties as of the date hereof and as of the Closing Date as follows:

Section 5.01. *Corporate Existence and Power*.

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware and has all requisite corporate or similar organizational power and authority to own or lease its properties and to conduct its business as it is now being conducted.

(b) A true and complete copy of the certificate of incorporation of the Company, certified by the Secretary of State of the State of Delaware, and a true and correct copy of the bylaws of the Company have, in each case, been made available by the Company to VGAC and each is in full force and effect and the Company is not in violation of any of the provisions thereof.

(c) The Company is duly licensed or qualified and, where applicable, in good standing as a foreign corporation in each jurisdiction in which the ownership or lease of its property or the character of its activities is such as to require it to be so licensed, qualified or in good standing, as applicable, except where the failure to be so licensed or qualified would not reasonably be expected to have a Company Material Adverse Effect.

Section 5.02. *Corporate Authorization*.

(a) The Company has all requisite corporate or similar organizational power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party, to perform its obligations hereunder and thereunder, and (subject to the approvals described in Section 5.03) to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized and approved by the Company Board and, except for the Company Shareholder Approval, no other corporate or similar organizational action on the part of the Company or any of its Subsidiaries or any holders of any Equity Securities of the Company or any of its Subsidiaries is necessary to authorize the execution and delivery by the Company of this Agreement or the Ancillary Agreements to which the Company is (or is specified to be) a party, the performance by the Company of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by the Company and, assuming this Agreement constitutes a legal, valid and binding obligation of the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. Each Ancillary Agreement to which the Company is (or is specified to be) a party, when executed and delivered by the Company, will be duly and validly executed and delivered by the Company, and, assuming such Ancillary Agreement constitutes a legal, valid and binding obligation of the other parties thereto, will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) The Company Board has unanimously (i) approved this Agreement, the Merger and the transactions contemplated by this Agreement, (ii) determined that this Agreement, the Merger and the transactions contemplated by this Agreement are advisable and in the best interests of the Company and the Holders, (iii) directed that the adoption of this Agreement be submitted for approval by the Company Shareholders and (iv) resolved to recommend that the

Company Shareholders approve this Agreement, the Merger and the transactions contemplated by this Agreement.

Section 5.03. *Governmental Authorizations; Consents*. No consent, approval or authorization of, or designation, declaration to or filing with, notice to, or any other action by or in respect of, any Governmental Authority or other Person is required on the part of the Company with respect to the Company's execution, delivery and performance of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party or the consummation of the transactions contemplated hereby and thereby, except for (a) applicable requirements of the HSR Act or foreign Antitrust Laws, (b) the filing of the Certificate of Merger in accordance with the DGCL and (c) any consents, approvals, authorizations, designations, declarations, filings, notices or actions, the absence of which would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 5.04. *Noncontravention*. The execution, delivery and performance of this Agreement and each Ancillary Agreement to which the Company is (or is specified to be) a party by the Company and the consummation of the transactions contemplated hereby and thereby do not and will not (a) contravene, conflict with, or violate any provision of, or result in the breach of, any Applicable Law, (b) contravene, conflict with, or violate any provision of, or result in the breach of, the certificate of incorporation, bylaws or other organizational documents of the Company or any of its Subsidiaries, (c) assuming the receipt of the consents, approvals, authorizations and other requirements set forth in Section 5.03, conflict with, violate or result in a breach of any term, condition or provision of any Significant Contract, or terminate or result in a default under, or require any consent, notice or other action by any Person under (with or without notice, or lapse of time, or both) or the loss of any right under, or create any right of termination, acceleration or cancellation of any Significant Contract, or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any of its Subsidiaries, or constitute an event which, with or without notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien or result in a violation or revocation of any required license, Permit or approval from any Governmental Authority or other Person, except, in the case of clauses (a), (c) and (d) above, to the extent that the occurrence of any of the foregoing would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 5.05. *Subsidiaries*. The sole Subsidiary of the Company is set forth on Section 5.05 of the Company Disclosure Schedule. The outstanding Equity Securities of the Company's Subsidiary have been duly authorized and validly issued, are fully paid and nonassessable and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights. The Company owns of record and beneficially all the issued and outstanding Equity Securities of such Subsidiary free and clear of any Liens other than Permitted Liens. Such Subsidiary is in the process of being liquidated and has no assets or operations other than those associated with its dissolution and winding-up.

Section 5.06. *Capitalization*.

(a) All of the issued and outstanding Company Shares have been duly authorized and validly issued in accordance with all Applicable Laws, including all applicable federal securities

laws, and the organizational documents of the Company, and are fully paid and nonassessable and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and are free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such Company Shares), other than generally applicable transfer restrictions imposed by applicable securities laws. Section 5.06(a) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of January 30, 2021, of the issued and outstanding Company Shares, and the holders thereof. Other than the Company Shares shown on Section 5.06(a) of the Company Disclosure Schedule, Company Shares issued upon the exercise of Company Options after January 30, 2021, and the Company Shares issued upon the conversion of the Company Preferred Stock into shares of Company Class B Common Stock immediately prior to the Effective Time, there are no other issued or outstanding Equity Securities of the Company.

(b) The Company has made available to VGAC a true, correct and complete list, as of January 30, 2021, of all of the Company Options that are authorized, issued or outstanding and the holders of such Company Options, the applicable exercise price, vesting schedule, grant date and expiration date. Other than the Company Options and as described in Section 5.06(a), there are no Equity Securities of the Company or any Subsidiary of the Company. There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of the Company or any Subsidiary of the Company. There are no outstanding bonds, debentures, notes or other Indebtedness of the Company or any of its Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the equityholders of the Company or any Subsidiary of the Company may vote. Each Company Option was granted with a per share exercise price that was no less than the fair market value of a Company Share on the date of grant and in accordance with, or pursuant to compliant reliance on an exemption from, applicable securities law. None of the Company or any of its Subsidiaries is a party to any equityholders agreement, voting agreement or registration rights agreement relating to the Equity Securities of the Company or any Subsidiary of the Company. There are no declared but unpaid dividends or other distributions with regard to any issued and outstanding Equity Securities of the Company or any Subsidiary of the Company.

Section 5.07. *Financial Statements*.

(a) The Company has made available to VGAC true and complete copies of (i) the unaudited consolidated balance sheets of the Company and its Subsidiaries as of March 31, 2020 and March 31, 2019, and the unaudited consolidated statements of operations and comprehensive loss of the Company and its Subsidiaries for the twelve months ended March 31, 2020 and March 31, 2019 (the "**Annual Financial Statements**"), and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2020, and the unaudited consolidated statement of operations and comprehensive loss of the Company and its Subsidiaries for the nine months ended December 31, 2020 (the "**Interim Financial Statements**" and, together with the Annual Financial Statements, the "**Financial Statements**"). The Financial Statements present and, when delivered pursuant to Section 9.04(c), the Audited Financial Statements will present fairly, in all material respects, the consolidated financial position, results of operations, and changes in members' equity and cash flow of the Company and its Subsidiaries as of the dates and for the periods indicated in such Financial Statements or

Audited Financial Statements, as applicable, in conformity with GAAP consistently applied throughout the period indicated (except, in the case of the Interim Financial Statements, for the absence of footnotes and other presentation items required by GAAP and for normal and recurring year-end adjustments that are not material).

(b) The Audited Financial Statements, when issued, will have been audited in accordance with PCAOB auditing standards by a PCAOB-qualified auditor that was independent under Rule 2-01 of Regulation S-X under the Securities Act.

(c) To the knowledge of the Company, the systems of internal accounting controls maintained by the Company and its Subsidiaries are sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; and (iii) material information is communicated to management as appropriate.

(d) Neither the Company nor any of its Subsidiaries is a party to, or is subject to any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, on the other hand), including any structured finance, special purpose or limited purpose entity or Person, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Securities Act), in each case, where the result, purpose or effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Financial Statements.

(e) As of the date hereof, the Company and its Subsidiaries do not have any (i) indebtedness, whether or not contingent, for borrowed money, or (ii) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security or similar instrument (collectively, "**Indebtedness**").

Section 5.08. *Undisclosed Liabilities*. There is no liability, debt or obligation of the Company or any of its Subsidiaries (x) required to be set forth on a balance sheet of the Company in accordance with GAAP or (y) that is, to the knowledge of the Company, material, in each case except for liabilities, debts and obligations (a) as (and to the extent) reflected or reserved for on the balance sheet of the Company included in the Interim Financial Statements, (b) that have arisen since March 31, 2020 in the Ordinary Course of Business (none of which results from, arises out of or was caused by any tortious conduct, breach of Contract, infringement or violation of Applicable Law) or (c) incurred in connection with the transactions contemplated by this Agreement. Neither the Company nor any of its Subsidiaries has applied for or received any loan under the Paycheck Protection Program under the CARES Act.

Section 5.09. *Absence of Changes*.

(a) Since December 31, 2020 through the date hereof, there has not been any Company Material Adverse Effect.

(b) Since December 31, 2020, the Company and its Subsidiaries (i) have, in all material respects, conducted their business and operated their properties in the Ordinary Course of Business and (ii) have not taken any action (or failed to take any action) that would violate Section 7.01 if such action had been taken (or failed to be taken) after the date of this Agreement.

Section 5.10. *Litigation and Proceedings*. Since January 1, 2018, there have not been any, and there are currently no, pending or, to the knowledge of the Company, threatened, Actions against the Company or any of its Subsidiaries or any of their respective properties or assets, or, to the knowledge of the Company, any of their respective directors or employees, in their capacity as such except, in each case, (i) for routine claims for benefits in the Ordinary Course of Business with respect to Company Benefit Plans and (ii) as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Since January 1, 2018, neither the Company nor any of its Subsidiaries nor any property or asset of the Company or any such Subsidiary, has been subject to any Governmental Order.

Section 5.11. *Compliance with Laws; Permits*.

(a) The Company and its Subsidiaries are, and since January 1, 2018 have been, in compliance with all Applicable Laws, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Since January 1, 2018, (i) none of the Company or any of its Subsidiaries has been subjected to, or received any notification from, any Governmental Authority of a material violation of any Applicable Law or any investigation by a Governmental Authority for actual or alleged material violation of any Applicable Law, (ii) to the knowledge of the Company, no claims have been filed against the Company or any of its Subsidiaries with any Governmental Authority alleging any material failure by the Company or any of its Subsidiaries to comply with any Applicable Law, and (iii) none of the Company nor any of its Subsidiaries has made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any material noncompliance with any Applicable Law.

(b) The Company and each of its Subsidiaries has all Permits that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted and as proposed to be conducted (the "**Company Permits**"), except where the failure to have such Company Permits would not be material to the Company and its Subsidiaries, taken as a whole. As of the date hereof, (i) each Company Permit is in full force and effect in accordance with its terms, (ii) no outstanding written or, to the knowledge of the Company, oral notice of revocation, cancellation or termination of any Company Permit has been received by the Company or any of its Subsidiaries, (iii) there are no Actions pending or, to the knowledge of the Company, threatened that seek the revocation, suspension, withdrawal, adverse modification, cancellation or termination of any Company Permit, and (iv) each of the Company and each of its Subsidiaries is, and has been since January 1, 2018, in compliance with all material Company Permits applicable to the Company or such Subsidiary, in each case, except as would not be material to the Company and its Subsidiaries, taken as a whole. The consummation of the transactions contemplated by this Agreement will not cause the revocation, modification or cancellation of any Company Permits, except for any such revocation, modification or

cancellation that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 5.12. *Significant Contracts*.

(a) Section 5.12(a) of the Company Disclosure Schedule sets forth a complete and accurate list of all Contracts to which the Company or any of its Subsidiaries is a party or is bound by falling within the following categories and existing as of the date hereof (each Contract required to be listed on Section 5.12(a) of the Company Disclosure Schedule and, as of the Closing, any other Contract in existence that would have been required to be disclosed pursuant to Section 5.12(a) if in existence on the date hereof, a "**Significant Contract**"):

(i) any Contract, the performance of which involves payments (A) by the Company or its Subsidiaries in the aggregate in excess of $2,000,000 during calendar year 2020 or that would reasonably be expected to be in excess of $2,000,000 during calendar year 2021 or (B) to the Company or its Subsidiaries in the aggregate in excess of $2,000,000 during calendar year 2020 or that would reasonably be expected to be in excess of $2,000,000 during calendar year 2021 (other than purchase or service orders accepted, confirmed or entered into in the Ordinary Course of Business);

(ii) any Contract for the voting of Equity Securities of the Company or any of its Subsidiaries;

(iii) any Contract with a Top 10 Vendor (other than purchase or service orders accepted, confirmed or entered into in the Ordinary Course of Business);

(iv) each employment Contract with any employee of the Company or one of its Subsidiaries that provides for annual base compensation in excess of $300,000;

(v) each collective bargaining Contract (a "**Labor Contract**");

(vi) any Contract in respect of Leased Real Property;

(vii) (A) any material Contract under which the Company or any of its Subsidiaries grants to a third party any right, license or covenant not to sue with respect to any Intellectual Property, other than non-exclusive licenses granted in the Ordinary Course of Business, or (B) any Contract pursuant to which the Company or any of its Subsidiaries obtains any right, license or covenant not to sue from a third party with respect to any material Intellectual Property, other than non-exclusive licenses of commercial off-the-shelf Software that are available to the public generally, with annual license, maintenance, support and other fees of less than $150,000;

(viii) any Contract that (A)(1) contains a covenant not to compete in any line of business or solicit persons for employment (other than non-disclosure agreements and confidentiality agreements entered into in the Ordinary Course of Business), (2) grants exclusive or preferential rights or "most favored nations" status to any person, or (3) obligates the Company or any of its Subsidiaries to purchase or obtain a minimum or specified amount of any product or service in excess of $1,000,000 in the aggregate

during any calendar year, in each case that is applicable to the Company or any of its Subsidiaries or (B) prohibits the Company or any of its Subsidiaries from soliciting any customers or strategic partners;

(ix) any Contract under which the Company or any of its Subsidiaries has (A) created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness for money borrowed (excluding, for the avoidance of doubt, any intercompany arrangements solely between or among the Company or any of its Subsidiaries), (B) granted a Lien on its assets or group of assets, whether tangible or intangible, to secure any indebtedness for money borrowed, (C) extended credit to any Person (other than pursuant to Contracts (i) involving immaterial advances made to an employee of the Company or any of its Subsidiaries or (ii) for goods and services, in each case in the Ordinary Course of Business) or (D) granted a material performance bond, letter of credit or any other similar instrument, in each case, in excess of $150,000;

(x) any Contract with any Governmental Authority;

(xi) each Contract with a Related Party (other than Company Benefit Plans or Contracts for compensation for services performed by a Related Party as director, officer, service provider or employee of the Company or any of its Subsidiaries and amounts reimbursable for routine travel and other business expenses in the Ordinary Course of Business);

(xii) each Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) that contains financial covenants, indemnities or other payment obligations (including "earn-out" or other contingent payment obligations) that would reasonably be expected to result in the making of payments by the Surviving Corporation and its Subsidiaries after the Closing Date;

(xiii) any Contract establishing any joint venture, strategic alliance, partnership or other material collaboration;

(xiv) any Contract involving any resolution or settlement of any actual or threatened litigation, arbitration, claim or other dispute under which the Company or any of its Subsidiaries has any ongoing obligations (either monetary or non-monetary); and

(xv) any Contract which grants any Person a right of first refusal, right of first offer or similar right with respect to any properties, assets or businesses of the Company or any of its Subsidiaries.

(b) True and correct copies of each Significant Contract as of the date hereof have been delivered to or made available to VGAC. Each Significant Contract is in full force and effect and represents the legal, valid and binding obligations of the Company, and to the knowledge of the Company the other parties thereto, and is enforceable against the Company, and to the knowledge of the Company against the other parties thereto, in accordance with its terms and conditions. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the

Company, any other party to any such Significant Contract is in breach of or in default under such Significant Contract. Neither the Company nor any of its Subsidiaries has received any written claim or notice of any material breach of or default under any Significant Contract, and, to the knowledge of the Company, no event has occurred which individually or together with other events, would reasonably be expected to result in a material breach of or a default under any Significant Contract by the Company or any Subsidiary of the Company party thereto or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both). No party to any Significant Contract has exercised termination rights with respect thereto or has indicated in writing that it intends to terminate or materially modify its relationship with the Company or any of its Subsidiaries.

Section 5.13. *Intellectual Property*.

(a) Section 5.13(a) of the Company Disclosure Schedule contains a complete and accurate list, as of the date hereof, of all Registered Intellectual Property, including as to each such item, as applicable, (i) the current owner or registrant, (ii) the jurisdiction where the application, registration or issuance is filed, (iii) the application, registration or issue number and (iv) the application, registration or issue date. Each item of Registered Intellectual Property in all material respects (A) has not been abandoned, canceled or adjudged invalid or unenforceable in whole or in part, (B) has been maintained effective by all requisite filings, renewals and payments and (C) is subsisting and in full force and effect and, to the Company's knowledge, valid and enforceable.

(b) The Company and its Subsidiaries (i) solely and exclusively own all Owned Intellectual Property and (ii) hold all right, title and interest in and to all Owned Intellectual Property and Licensed Intellectual Property free and clear of all Liens (other than any Permitted Liens).

(c) The Company and its Subsidiaries use commercially reasonable efforts in accordance with normal industry practice to maintain, enforce and protect the confidentiality of all Intellectual Property owned by the Company and its Subsidiaries the value of which to their business is contingent upon maintaining the confidentiality thereof, including maintaining policies requiring all employees, consultants and independent contractors to agree to maintain the confidentiality of such Intellectual Property. There has been no disclosure by the Company or any of its Subsidiaries to third parties of any material trade secrets or confidential information owned by the Company other than under written confidentiality agreements.

(d) The Company and its Subsidiaries own or have a valid right to use any and all Intellectual Property used or held for use in, or otherwise necessary for, the conduct of the business of the Company and its Subsidiaries as currently conducted, and the execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby will not result in the loss, alteration, encumbrance, termination, or impairment of any Owned Intellectual Property or any Licensed Intellectual Property, in each case except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(e) To the knowledge of the Company, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, the Company, its Subsidiaries, and the conduct of their business is not infringing, misappropriating or otherwise violating any third party's Intellectual Property rights. No Action is pending, or to the knowledge of the Company, since January 1, 2018, has been threatened in writing against the Company or any of its Subsidiaries (i) alleging any infringement, misappropriation or violation of any third party's Intellectual Property rights by the Company or any of its Subsidiaries or (ii) based upon, or challenging or seeking to deny or restrict, the rights of the Company or any of its Subsidiaries in any of the Owned Intellectual Property or Licensed Intellectual Property, in each instance that would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. To the knowledge of the Company, no third party has infringed, misappropriated or otherwise violated any Owned Intellectual Property or Licensed Intellectual Property in any material respect.

(f) No funding, facilities, personnel or resources of any Governmental Authority or any university, college, research institute or other educational institution was used in the development of any material Owned Intellectual Property, except for any such finding or use of facilities or personnel that has not resulted in such Governmental Authority or institution obtaining ownership or other exclusive rights to such Owned Intellectual Property.

(g) All current and former employees, independent contractors and consultants who contributed to the discovery, creation or development of any Owned Intellectual Property for or on behalf of the Company or any of its Subsidiaries have transferred all of their rights, title and interest in and to such Owned Intellectual Property to the Company pursuant to binding written agreements containing present-tense assignment language. No such employee, independent contractor or consultant has asserted in writing any right, license, claim or interest whatsoever in or with respect to any such Owned Intellectual Property.

(h) The use of Open Source Software by the Company and its Subsidiaries and in the operation of their businesses, including the use and distribution of products and services by or on behalf of the Company and its Subsidiaries, is in compliance with the terms and conditions of all applicable licenses for such Open Source Software. None of the Software included in the Owned Intellectual Property or otherwise distributed by the Company contains any Software that is licensed under any terms or conditions that require, as a condition to the use, modification or distribution of such Open Source Software, that any such Software included in the Owned Intellectual Property be (i) made available or distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind or (iv) redistributable at no charge.

(i) The Company and its Subsidiaries have not disclosed, delivered, licensed or otherwise made available (other than pursuant to written and binding confidentiality agreements), and do not have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, or otherwise make available, any source code that embodies any Owned Intellectual Property to any Person. To the Company's knowledge, there are no viruses, worms, Trojan horses, bombs, backdoors, clocks, timers or similar harmful, malicious or hidden programs in any such Software.

(j) The Company IT Systems operate and perform in a manner that, in all material respects, permits the Company and its Subsidiaries to conduct their business as currently conducted. The Company and its Subsidiaries have in place commercially reasonable measures, consistent with current industry standards, designed to protect the confidentiality, integrity and security of the Company IT Systems, and all information and transactions stored or contained therein or transmitted thereby, against any unauthorized use, access, interruption, modification or corruption, and such measures include commercially reasonable security protocol technologies, including the implementation of commercially reasonable (i) data backup, (ii) disaster avoidance and recovery procedures, (iii) business continuity procedures and (iv) encryption and other security protocol technology.

Section 5.14. *Data Privacy and Security*.

(a) The Company and its Subsidiaries have developed, implemented and maintained a written data protection, data privacy and cybersecurity program (the "**Data Protection Program**") that is in compliance in all material respects with all Privacy Requirements. To the knowledge of the Company, the Company and its Subsidiaries have not experienced any Security Incident that (i) was material or (ii) otherwise in respect of which the Privacy Requirements would require or recommend the Company or its Subsidiaries notify any Person or Governmental Authority, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Since January 1, 2018, no Person has claimed any compensation or damages from the Company or any of its Subsidiaries, or has brought or, to the knowledge of the Company, threatened in writing to bring any Action against the Company or any of its Subsidiaries in relation to any actual or alleged Security Incident or otherwise for or arising as a result of any actual or alleged violation, breach or other non-compliance with or of any Privacy Requirement in each instance that would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(b) The Company and its Subsidiaries have at all times complied in all material respects with all Privacy Requirements with respect to the Processing of Personally Identifiable Information and other data, including (i) providing adequate notice and obtaining any necessary consents from customers required for the Processing of the Company PII as conducted by or on behalf of the Company or any of its Subsidiaries and (ii) abiding by any privacy choices (including opt-outs, do-not-calls or similar choices) of end users relating to Personally Identifiable Information. The Company and its Subsidiaries are not, and since January 1, 2018, have not been, subject to a Governmental Order of, or have received a written notice from, a Governmental Authority regarding actual or alleged non-compliance with or violation of any Privacy Requirement. The Company and its Subsidiaries have taken commercially reasonable steps to ensure the reliability of their employees, representatives, consultants, contractors and agents that have access to Company PII, to train such individuals on all applicable Privacy Requirements and to ensure that all such employees, representatives, consultants, contractors and agents with the right to access such Company PII are under written obligations of confidentiality with respect to such Company PII, in each case in all material respects.

(c) To the knowledge of the Company, each of the Company's and its Subsidiaries' third-party data suppliers, vendors, and partners that Process any Company PII or other

Personally Identifiable Information on behalf of the Company or its Subsidiaries are in compliance in all material respects with the Privacy Requirements and there have been no unauthorized or illegal Processing, or other breach, violation or default (or event that, with or without the giving of notice or lapse of time, would constitute a breach, violation or default) by any such supplier, vendor or other partner of any Privacy Requirements.

(d) To the knowledge of the Company, the consummation of the transactions contemplated by this Agreement will not breach any Privacy Requirements in any material respect.

Section 5.15. *Company Benefit Plans*.

(a) Section 5.15(a) of the Company Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of each material Company Benefit Plan. A "**Company Benefit Plan**" means any "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), whether or not subject to ERISA, and all other employee compensation and benefit contracts, plans, policies, programs, or arrangements, and each other equity or equity-based compensation, severance, retention, employment, change-of-control, bonus, incentive, deferred compensation, retirement, pension, profit-sharing, vacation, disability, medical (including any self-insured arrangement), dental, vision, disability or sick leave benefits, post-retirement medical or life insurance, health, welfare, prescription, or other fringe or employee benefit plan, agreement, program, policy, or arrangement (other than offer letters for at-will employment without an obligation for severance or guaranteed bonus or similar payment), in each case whether written or unwritten (i) that is maintained, sponsored, or contributed to (or required to be contributed to) by the Company or any of its Affiliates for the benefit of any current or former Service Provider or (ii) under which the Company or any of its Subsidiaries has or is reasonably expected to have any direct or indirect obligation or liability.

(b) With respect to each Company Benefit Plan, the Company has delivered or made available to VGAC copies of, if applicable, (i) such Company Benefit Plan (or, if oral, a written summary thereof) and any trust or funding agreement related thereto, (ii) the most recent summary plan description (if applicable), (iii) the most recent annual report on Form 5500 and all attachments thereto filed with the Internal Revenue Service (if applicable) including all schedules thereto, financial statements and any related actuarial reports, (iv) all material correspondence or other communications received from any Governmental Authority regarding such Company Benefit Plan, and (v) the most recent determination or opinion letter issued by the Internal Revenue Service.

(c) Except as would not be material to the Company and its Subsidiaries, taken as a whole, (i) each Company Benefit Plan has been established, maintained, and administered in compliance with its terms and all Applicable Laws, including ERISA, the Code, and the Patient Protection and Affordable Care Act (as amended), (ii) all contributions and other payments required by and due under the terms of each Company Benefit Plan have been timely made, and (iii) all forms, reports, or returns required to be filed with the Department of Labor, Internal Revenue Service, or any other Governmental Authority with respect to each Company Benefit Plan have been timely and properly filed.

(d) Each Company Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (i) has received a favorable determination or opinion letter as to its qualification, or (ii) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer. Nothing has occurred to cause, or that could reasonably be expected to cause, the disqualification of any Company Benefit Plan that is intended to be so qualified and no non-exempt "prohibited transaction," within the meaning of Section 4975 of the Code or Section 406 or 407 of ERISA, has occurred with respect to any Company Benefit Plan.

(e) None of the Company, any of its Subsidiaries, or any trade or business (whether or not incorporated) that is treated as a "single employer" together with, or under "common control" or part of a "controlled group" with, any of the foregoing (within the meaning of Section 414(b), (c), (m), or (o) of the Code) sponsors, maintains, contributes to (or is obligated to contribute to), or has any material liability in respect of, or at any time in the six (6) years preceding the date hereof has sponsored, maintained, contributed to (or was obligated to contribute to), or had any material liability in respect of, (i) an "employee pension benefit plan," as defined in Section 3(2) of ERISA, including a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) or a "single-employer plan" (as defined in Section 4001(a)(15) of ERISA), that is subject to Title IV of ERISA, Section 412 of the Code, or Section 302 of ERISA, (ii) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or (iii) a "multiple employer plan" (as described in Section 210 of ERISA). No Company Benefit Plan provides any post-termination or retiree life insurance, health insurance, or other employee welfare benefits to any Person, except as may be required by COBRA or similar Applicable Law.

(f) There are, and since January 1, 2018, there have been, (i) no pending or, to the knowledge of the Company, threatened Actions (other than routine claims for benefits in the Ordinary Course of Business) with respect to any Company Benefit Plan, and (ii) no audits, material inquiries, or similar proceedings pending or, to the knowledge of the Company, threatened by the Department of Labor, Internal Revenue Service, or any other Governmental Authority with respect to any Company Benefit Plan.

(g) Each Company Benefit Plan that constitutes a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) has been documented and operated in all material respects in compliance with Section 409A of the Code. There is no agreement, plan, arrangement, or other contract by which the Company or any of its Subsidiaries is bound to compensate any Person for excise Taxes, penalties or interest pursuant to Section 4999 of the Code or additional Taxes, penalties or interest pursuant to Section 409A of the Code.

(h) Neither the execution and delivery of this Agreement by the Company nor the consummation of any of the transactions contemplated by this Agreement (either alone or in connection with any other event, contingent or otherwise) will (i) result in any payment or benefit (including severance, golden parachute, bonus, commission, or otherwise), becoming due to any current or former Service Provider, (ii) result in any forgiveness of indebtedness to any current or former Service Provider, (iii) increase any compensation or benefits otherwise payable by the Company or any of its Subsidiaries or under any Company Benefit Plan, (iv) result in the

acceleration of the time of payment or vesting of any compensation or benefits except as required under Section 411(d)(3) of the Code, or require the funding of any Company Benefit Plan, or (v) result in or satisfy a condition to the payment or vesting of any compensation or benefit (or any acceleration of the foregoing) that would, in combination with any other such payment, benefit, or acceleration, result in an "excess parachute payment" within the meaning of Section 280G(b) of the Code.

Section 5.16. *Labor Matters*.

(a) The Company has made available to VGAC a complete and accurate list of all current employees and independent contractors of the Company and its Subsidiaries as of January 30, 2021.

(b) Neither the Company nor any of its Subsidiaries is a party to, subject to, or in the process of entering into, any Labor Contract (whether written or unwritten) applicable to current or former Service Providers, nor are there any Service Providers represented by a works council or a labor organization or activities or proceedings of any labor union to organize any Service Providers. The consent of or consultation with, or the rendering of formal advice by, any labor or trade union, works council or other employee representative body is not required for the Company to enter into this Agreement or to consummate any of the transactions contemplated hereby.

(c) Since January 1, 2018, (i) the Company and each of its Subsidiaries has been in compliance in all material respects with all Applicable Laws regarding labor and employment, including provisions thereof relating to wages, hours, collective bargaining, labor management relations, overtime, employee classification, discrimination, sexual harassment, civil rights, equal opportunity, affirmative action, work authorization, immigration, safety and health, plant closings and mass layoffs, workers compensation, continuation coverage under group health plans, wage payment and the payment and withholding of Taxes (collectively, the "**Employment Laws**"), (ii) there are no pending or, to the knowledge of the Company, threatened complaints against the Company or its Subsidiaries regarding unfair labor practices before the National Labor Relations Board or any other Governmental Authority, (iii) there has been no pending or, to the knowledge of the Company, threatened (and the Company does not otherwise reasonably anticipate), strike, labor dispute, slowdown, work stoppage or other labor stoppage or disruption with respect to the Company or any of its Subsidiaries, (iv) there have been no pending or, to the knowledge of the Company, threatened Actions against the Company or any of its Subsidiaries with respect to the Employment Laws that would reasonably be expected to result in material liability to the Company and (v) neither the Company nor any of its Subsidiaries has (x) taken any action which would constitute a "plant closing" or "mass lay-off" within the meaning of the Worker Adjustment and Retraining Notification Act of 1988 or similar law (collectively, "**WARN**") or issued any notification of a plant closing or mass lay-off required by WARN, or (y) incurred any liability or obligation under WARN that remains unsatisfied. Neither the Company nor any of its Subsidiaries has any material liability with respect to any misclassification of: (A) any Person as an independent contractor rather than as an employee, (B) any employee currently self-employed or employed by another employer, or (C) any employee currently or formerly classified as exempt from any entitlement to overtime wages.

(d) Neither the Company nor any of its Subsidiaries has any "joint employer" liability with respect to any use of service providers, including any independent contractors or other Persons employed by a third-party employment agency or similar provider. Since January 1, 2018, (i) no current or former Service Provider has, to the knowledge of the Company, made allegations of sexual harassment against any current or former officer or director of the Company or its Subsidiaries, and (ii) neither the Company nor any of its Subsidiaries have entered into any settlement agreement related to sexual harassment or sexual misconduct by a Service Provider.

Section 5.17. *Taxes*.

(a) All material federal, state, local and foreign Tax Returns required to be filed by the Company or any of its Subsidiaries (taking into account applicable extensions) have been timely filed, and all such Tax Returns are true, correct and complete in all material respects.

(b) The Company and its Subsidiaries have paid all material Taxes (whether or not shown on any Tax Return) that are due and payable by the Company and its Subsidiaries, except with respect to matters contested in good faith by appropriate proceedings and with respect to which adequate reserves have been made in accordance with GAAP.

(c) Except for Permitted Liens, there are no Liens for Taxes upon the property or assets of the Company or any of its Subsidiaries.

(d) All material amounts of Taxes required to be withheld by the Company and its Subsidiaries have been withheld and, to the extent required, have been paid over to the appropriate Governmental Authority.

(e) None of the Company or any of its Subsidiaries has received from any Governmental Authority any written notice of, nor to the knowledge of the Company is there currently, (i) any threatened, proposed, or assessed deficiency for Taxes of the Company or any of its Subsidiaries, except for such deficiencies that have been satisfied by payment, settled or withdrawn, or (ii) any audit or other proceeding by any Governmental Authority that is pending or in progress with respect to any Taxes due from the Company or any of its Subsidiaries.

(f) Neither the Company nor any of its Subsidiaries has received a written claim to pay Taxes or file Tax Returns from a Governmental Authority in a jurisdiction where the Company or such Subsidiary has not paid Taxes or filed Tax Returns, except for claims that have been finally resolved.

(g) Neither the Company nor any of its Subsidiaries has a request for a private letter ruling, a request for administrative relief, a request for technical advice or a request for a change of any method of accounting pending with any Governmental Authority. Neither the Company nor any of its Subsidiaries has extended the statute of limitations for assessment, collection or other imposition of any Tax (other than pursuant to an extension of time to file a Tax Return of not more than seven months obtained in the ordinary course of business), which extension is currently in effect.

(h) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax sharing, indemnification or allocation agreement or other similar Contract, other than (i) any customary commercial Contracts entered into in the Ordinary Course of Business which do not primarily relate to Taxes or (ii) any such agreement solely among the Company and its Subsidiaries.

(i) Neither the Company nor any of its Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code in the prior two (2) years.

(j) Neither the Company nor any of its Subsidiaries has ever been a member of an Affiliated Group (other than an Affiliated Group the common parent of which is the Company or any of its Subsidiaries and which consists only of the Company and its Subsidiaries). Neither the Company nor any of its Subsidiaries has liability for the Taxes of any other Person (other than the Company and its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of Applicable Law), as transferor or successor, by Contract or otherwise (other than pursuant to any customary commercial Contract entered into in the Ordinary Course of Business which does not principally relate to Taxes).

(k) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of: (i) any change in method of accounting for a taxable period ending on or prior to the Closing; (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing; (iii) any installment sale or open transaction disposition made on or prior to the Closing; (iv) any prepaid amount received on or prior to the Closing outside the Ordinary Course of Business; (v) any investment in "United States property" within the meaning of Section 956 of the Code made on or prior to the Closing or (vi) Section 965 of the Code, Section 951A or any "subpart F income" under Section 951(a) of the Code with respect to transactions made prior to the Closing.

(l) Neither the Company nor any of its Subsidiaries has any obligation to make any payment described in Section 965(h) of the Code.

(m) Neither the Company nor any of its Subsidiaries has been a party to any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(n) The Company and its Subsidiaries have complied in all material respects with the conditions stipulated in each Tax Grant that the Company and its Subsidiaries have utilized.

(o) Neither the Company nor any of its Subsidiaries has (i) deferred any Taxes under Section 2302 of the CARES Act, or (ii) claimed any Tax credit under Section 2301 of the CARES Act or Sections 7001-7003 of the Families First Coronavirus Response Act, as may be amended.

(p) To the knowledge of the Company, there are no facts, circumstances or plans that, either alone or in combination, could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

Section 5.18. *Insurance*. With respect to each Insurance Policy: (a) the policy is in full force and effect, (b) neither the Company nor any of its Subsidiaries is in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and no event has occurred which, with or without notice or the lapse of time or both, will constitute such a breach or default, or permit termination or modification, under the policy, (c) to the knowledge of the Company, no insurer on any such policy has been declared insolvent or placed in receivership, conservatorship or liquidation, (d) no written or, to the knowledge of the Company, oral notice of cancellation, termination, non-renewal, disallowance or reduction in coverage has been received (or, to the Company's knowledge, threatened), nor has there been any lapse in coverage since January 1, 2018, and (e) there are no claims by the Company nor any of its Subsidiaries pending under any Insurance Policy as to which coverage has been denied or disputed by the underwriters of such policies or in respect of which such underwriters have reserved their rights. Neither the Company nor any of its Subsidiaries have any material self-insurance programs. The Insurance Policies provide coverage to the Company and its Subsidiaries that to the knowledge of the Company are reasonable and appropriate considering the business of the Company and its Subsidiaries (including the Contracts to which they are bound).

Section 5.19. *Real Property; Assets.*

(a) Neither the Company nor any of its Subsidiaries owns or has owned any real property. Section 5.19(a) of the Company Disclosure Schedule contains a complete and accurate list of Leased Real Property. The Leased Real Property constitutes all of the real property occupied or operated by the Company and its Subsidiaries in connection with their business.

(b) Each lease related to the Leased Real Property to which the Company or any of its Subsidiaries is a party is a legal, valid, binding and enforceable obligation of each of the parties thereto and is in full force and effect. The Company and its Subsidiaries have valid leasehold interests in, and enjoy undisturbed possession under, all Leased Real Property. Neither the Company nor any of its Subsidiaries is in material breach or material default under any such lease, and no condition exists which (with or without notice or lapse of time or both) would constitute a default by the Company or any of its Subsidiaries thereunder or, to the knowledge of the Company, by the other parties thereto.

(c) Neither the Company nor any of its Subsidiaries have subleased or otherwise granted any Person the right to use or occupy any Leased Real Property, which is still in effect. Neither the Company nor any of its Subsidiaries have collaterally assigned or granted any other security interest in the Leased Real Property or any interest therein, which is still in effect. Except for Permitted Liens, there exist no Liens affecting all or any portion of the Leased Real Property created by, through or under the Company or any of its Subsidiaries.

(d) There are no pending, or to the knowledge of the Company, threatened (i) Actions or other proceedings to take all or any portion of the Leased Real Property or any interests therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or (ii) sales or dispositions in relation to any such Action or proceeding.

(e) The Company and its Subsidiaries have good title to, or in the case of leased properties and assets, have valid leasehold interests in, all of the property and assets (whether personal, tangible or intangible) reflected on the Interim Financial Statements or acquired by the Company and its Subsidiaries after the date of the Interim Financial Statements, except for properties, assets and rights sold since the date of the Interim Financial Statements in the Ordinary Course of Business (or, with respect to such properties and assets sold after the date of this Agreement, as permitted pursuant to Section 7.01) or where the failure to have such good title or valid leasehold interests would not be material to the Company and its Subsidiaries, taken as a whole. None of such property, assets and rights is subject to any Lien (other than Permitted Liens). The assets of the Company and its Subsidiaries to be acquired by VGAC pursuant to this Agreement constitute all material tangible assets used or held for use by the Company and its Affiliates in, and necessary and sufficient for the operation of the businesses of the Company and its Subsidiaries as presently operated.

Section 5.20. *Environmental Matters*.

(a) The Company and its Subsidiaries are, and at all times since January 1, 2018 have been, in compliance with all Environmental Laws in all material respects, and all Permits held by the Company pursuant to applicable Environmental Laws are in all material respects in full force and effect and to the knowledge of the Company no appeal or any other Action is pending to revoke or modify any such Permit.

(b) No written or, to the knowledge of the Company, oral notice of violation, demand, request for information, citation, summons or order has been received by the Company relating to or arising out of any Environmental Laws, other than those relating to matters that have been fully resolved or that remain pending and, if adversely determined, would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(c) Neither the Company nor any of its Subsidiaries has agreed to indemnify any other Person against liability under Environmental Laws, or to assume or undertake any liability of another Person under Environmental Laws (other than pursuant to any customary commercial Contract entered into in the Ordinary Course of Business which does not principally relate to Environmental Laws).

(d) Copies of all material written reports (in the case of reports with multiple drafts or versions, the final draft or version), notices of violation, orders, audits, assessments and all other material environmental reports, in the possession, custody or control of the Company or its Subsidiaries, relating to environmental conditions in, on or about the Leased Real Property or to the Company's or its Subsidiaries' compliance with Environmental Laws have been made available to VGAC.

Section 5.21. *Affiliate Transactions*. Except for any Company Benefit Plan (including any employment or stock appreciation rights agreements entered into in the Ordinary Course of Business by the Company or any of its Subsidiaries), no (a) Company Shareholder holding 5% or more of the Company Common Stock (on an as-converted basis), (b) former or current director, officer, manager or employee of the Company or any of its Subsidiaries or (c) any Affiliate or

"associate" or any member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Securities Exchange Act of 1934), of any Person described in the foregoing clauses (a) or (b), in each case, other than the Company or any of its Subsidiaries (each a "**Related Party**"), is (i) a party to any Contract or business arrangement with the Company or any of its Subsidiaries, (ii) provides any services to, or is owed any money by or owes any money to, or has any claim or right against, the Company or any of its Subsidiaries (other than, in each case, compensation for services performed by a Person as director, officer, service provider or employee of the Company or any of its Subsidiaries and amounts reimbursable for routine travel and other business expenses in the Ordinary Course of Business), or (iii) directly or indirectly owns, or otherwise has any right, title or interest in, to or under, any tangible or intangible property, asset, or right that is, has been, or is currently planned to be used by the Company or any of its Subsidiaries (the Contracts, relationships, or transactions described in clauses (i) through (iii), the "**Affiliate Transactions**").

Section 5.22. *Vendors*. Section 5.22 of the Company Disclosure Schedule sets forth a complete and accurate list of the 10 most significant vendors of the Company, together with its Subsidiaries, as measured by amounts paid by the Company and its Subsidiaries for the 12 month period ended December 31, 2020 (the "**Top 10 Vendors**"), and the amount of consideration paid to such suppliers for such period. Since December 31, 2020, no Top 10 Vendor has cancelled, terminated, reduced or altered (including any material reduction in the rate or amount of sales or purchases or material increase in the prices charged or paid, as the case may be) its business relationship with the Company or any of its Subsidiaries, and the Company has not received written or, to the knowledge of the Company, oral notice from any of the Top 10 Vendors stating the intention of such Person to do so.

Section 5.23. *Certain Business Practices; Anti-Corruption*.

(a) The Company and its Subsidiaries, and to the knowledge of the Company each of the Company's and its Subsidiaries' respective officers, directors, employees, agents, representatives or other persons acting on its behalf, have complied with and are in compliance in all material respects with Anti-Corruption Laws.

(b) Neither the Company nor any of its Subsidiaries, nor to the knowledge of the Company any of the Company's or its Subsidiaries' respective officers, directors, employees, agents, representatives or other persons acting on its behalf, (i) has offered, promised, given or authorized the giving of money or anything else of value, whether directly or through another person or entity, to (A) any Government Official or (B) any other Person with the knowledge that all or any portion of the money or thing of value will be offered or given to a Government Official, in each of the foregoing clauses (A) and (B) for the purpose of influencing any action or decision of the Government Official in his or her official capacity, including a decision to fail to perform his or her official duties, inducing the Government Official to use his or her influence with any Governmental Authority to affect or influence any official act, or otherwise obtaining an improper advantage; or (ii) has or will make or authorize any other person to make any payments or transfers of value which have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business. For purposes of the foregoing clauses (A) and (B), a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of

(i) the existence of or (ii) a high probability of the existence of such conduct, circumstances or results.

(c) The Company and each of its Subsidiaries has in place policies, procedures and controls that are reasonably designed to promote and ensure compliance with Anti-Corruption Laws.

(d) Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any of the Company's Affiliates or its or their directors, officers, employees, agents or representatives, is, or is owned or controlled by one or more Persons that are: (i) the subject of any sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or the U.S. Department of State, the United Nations Security Council, the European Union, or other relevant sanctions authority (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) or has conducted business with any Person or entity or any of its respective officers, directors, employees, agents, representatives or other Persons acting on its behalf that is located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria).

(e) The operations of the Company and each of its Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**").

Section 5.24. *Registration Statement and Proxy Statement*. On the date the Proxy Statement is first mailed to VGAC Shareholders, and at the time of the VGAC Extraordinary General Meeting, none of the information furnished by or on behalf of the Company in writing specifically for inclusion in the Registration Statement or Proxy Statement will include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.25. *Brokers' Fees*. Section 5.25 of the Company Disclosure Schedule sets forth each broker, finder, investment banker, intermediary or other Person that is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Company, any of its Subsidiaries or any of their Affiliates.

Section 5.26. *No Additional Representations and Warranties; No Outside Reliance*. Except for the representations and warranties provided in this Article 5, and the representations and warranties as may be provided in the Ancillary Agreements, neither the Company nor any of

its Subsidiaries or Affiliates, nor any of their respective directors, managers, officers, employees, equity holders, partners, members, advisors, agents or representatives has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to or with respect to this Agreement or the transactions contemplated hereby or thereby to any VGAC Party. Neither the Company nor any of its Subsidiaries or Affiliates, nor any of their respective directors, managers, officers, employees, equityholders, partners, members, advisors, agents or representatives has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating or with respect to any financial information, financial projections, forecasts, budgets or any other document or information made available to any VGAC Party or any other Person (including information in the "data site" maintained by or on behalf of the Company or provided in any formal or informal management presentation) except for the representations and warranties made by the Company to the VGAC Parties in this Article 5 and the representations and warranties as may be provided in the Ancillary Agreements. Each of the Company and its Subsidiaries hereby expressly disclaims any representations or warranties other than those expressly given by the Company in this Article 5 and as may be provided in the Ancillary Agreements. The Company acknowledges and agrees that, except for the representations and warranties contained in Article 6 or the Ancillary Agreements, none of the VGAC Parties or any of their Subsidiaries or Affiliates nor any other Person has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any information, data, or statement regarding any of the VGAC Parties or the transactions contemplated hereunder or thereunder, including in respect of the VGAC Parties, the business, the operations, prospects, or condition (financial or otherwise), or the accuracy or completeness of any document, projection, material, statement, or other information not expressly set forth in Article 6 or the Ancillary Agreements. The Company is not relying on any representations or warranties other than those representations or warranties set forth in Article 6 or the Ancillary Agreements. Notwithstanding the foregoing, nothing in this Section 5.26 shall limit remedies in the event of fraud.

ARTICLE 6
Representations and Warranties of the VGAC Parties

Except as set forth in the VGAC Disclosure Schedule (subject to Section 12.14) or in any publicly available SEC Document filed by VGAC before the date of this Agreement (other than disclosures in the "Risk Factors" or "Forward Looking Statements" of any such SEC Document and other disclosures to the extent that such disclosure is predictive or forward-looking in nature, except for any specific factual information contained therein, which shall not be excluded), the VGAC Parties represent and warrant to the Company as of the date hereof and as of the Closing as follows:

Section 6.01. *Corporate Organization*.

(a) Each of the VGAC Parties has been duly incorporated, organized or formed and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation, as applicable, and has all requisite corporate or similar organizational power and authority to own or lease its properties and to conduct its business as it is now being conducted.

(b) A true and complete copy of the certificate of incorporation of each VGAC Party, each certified by the Secretary of State of the State of Delaware or the Registrar of Companies in the Cayman Islands, as applicable, and a true and correct copy of the bylaws, as applicable, of each VGAC Party, have been made available by VGAC to the Company and each is in full force and effect and each of the VGAC Parties is not in violation of any of the provisions thereof.

(c) Each of the VGAC Parties is duly licensed or qualified and, where applicable, in good standing as a foreign corporation or other entity in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified would not reasonably be expected to have a VGAC Material Adverse Effect.

Section 6.02. *Corporate Authorization*.

(a) Each of the VGAC Parties has all requisite corporate or similar organizational power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such VGAC Party is (or is specified to be) a party and to perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and each Ancillary Agreement to which a VGAC Party is (or is specified to be) a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized and approved by the board of directors of each VGAC Party, and no other corporate or similar organizational action on the part of any VGAC Party or any holders of any Equity Securities of any VGAC Party is necessary to authorize the execution and delivery by such VGAC Party of this Agreement or the Ancillary Agreements to which such VGAC Party is (or is specified to be) a party, the performance by such VGAC Party of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby, other than (i) the VGAC Shareholder Approval and (ii) the adoption of this Agreement by VGAC in its capacity as the sole shareholder of Merger Sub, which adoption will occur immediately following the execution of this Agreement by Merger Sub. This Agreement has been duly and validly executed and delivered by each of the VGAC Parties and, assuming this Agreement constitutes a legal, valid and binding obligation of the other parties hereto, this Agreement constitutes a legal, valid and binding obligation of each of the VGAC Parties, enforceable against each of the VGAC Parties in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. Each Ancillary Agreement to which a VGAC Party is (or is specified to be) a party, when executed and delivered by such VGAC Party, will be duly and validly executed and delivered by such VGAC Party, and, assuming such Ancillary Agreement constitutes a legal, valid and binding obligation of the other parties thereto, will constitute a legal, valid and binding obligation of such VGAC Party, enforceable against such VGAC Party in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) The VGAC Shareholder Approval is the only vote of any of VGAC's share capital necessary in connection with the entry into this Agreement by the VGAC Parties, and the consummation of the transactions contemplated hereby, including the Closing.

(c) At a meeting duly called and held, the board of directors of each of the VGAC Parties has unanimously: (i) approved this Agreement and the transactions contemplated by this Agreement, (ii) determined that this Agreement and the transactions contemplated hereby are advisable and in the best interests of their respective stockholders; (iii) determined that the fair market value of the Company is equal to at least 80% of the Trust Account, as applicable; (iv) approved the transactions contemplated by this Agreement as a Business Combination; and (v) resolved to recommend to the Pre-Closing VGAC Holders approval of the transactions contemplated by this Agreement (the "**VGAC Board Recommendation**").

Section 6.03. *Governmental Authorities; Consents*. Assuming the representations and warranties of the Company contained in this Agreement are true, correct and complete, no consent, approval or authorization of, or designation, declaration, filing, notice or action with, any Governmental Authority or other Person is required on the part of any VGAC Party with respect to any VGAC Party's execution or delivery of this Agreement or any Ancillary Agreement to which a VGAC Party is (or is specified to be) a party or the consummation of the transactions contemplated hereby or thereby, except for (a) applicable requirements of the HSR Act or foreign Antitrust Laws, (b) any consents, approvals, authorizations, designations, filings, notices or actions, the absence of which would not reasonably be expected to be, individually or in the aggregate, material to the VGAC Parties, taken as a whole, or (c) approval for listing the Newco Common Stock issued pursuant to this Agreement on the NYSE.

Section 6.04. *Noncontravention*. The execution, delivery and performance of this Agreement and each Ancillary Agreement to which any VGAC Party is (or is specified to be) a party by the VGAC Parties and the consummation of the transactions contemplated hereby and thereby do not and will not (a) contravene, conflict with or violate any provision of, or result in the breach of, any Applicable Law, or the certificate of incorporation, bylaws or other organizational documents of any VGAC Party or any Subsidiary of any VGAC Party, (b) assuming the receipt of the consents, approvals, authorizations and other requirements set forth in Section 6.03, conflict with, violate or result in a breach of any term, condition or provision of any material Contract to which any VGAC Party or any Subsidiary of any VGAC Party is a party or by which any VGAC Party or any Subsidiary of any VGAC Party is bound, or terminate or result in a default under, or require any consent, notice or other action by any Person under (with or without notice or lapse of time, or both) or the loss of any right under, or create any right of termination, acceleration or cancellation of any material Contract, or (c) result in the creation of any Lien upon any of the properties or assets of any VGAC Party or any Subsidiary of any VGAC Party or constitute an event which, after notice or lapse of time or both, would reasonably be expected to result in any such violation, breach, termination or creation of a Lien, except to the extent that the occurrence of each of the foregoing would not reasonably be expected to be, individually or in the aggregate, material to the VGAC Parties as a whole.

Section 6.05. *Litigation and Proceedings*. There are no Actions (other than investigations), or, to the knowledge of VGAC, investigations, pending before or by any Governmental Authority or, to the knowledge of VGAC, threatened, against any VGAC Party that would reasonably be expected to be, individually or in the aggregate, material to the VGAC Parties as a whole or which in any manner challenges or seeks to prevent or enjoin the transactions contemplated hereby. There is no unsatisfied judgment or any open injunction binding upon any VGAC Party.

Section 6.06. *VGAC Capitalization*.

(a) The authorized share capital of VGAC consists of (i) 200,000,000 VGAC Class A Ordinary Shares, of which 50,855,000 VGAC Class A Ordinary Shares are issued and outstanding as of the date hereof, (ii) 20,000,000 VGAC Class B Ordinary Shares, of which 12,713,750 VGAC Class B Ordinary Shares are issued and outstanding as of the date hereof, and (iii) 1,000,000 preference shares, par value $0.0001 per share, of which no preference shares are issued and outstanding as of the date hereof. As of the date hereof, there are issued and outstanding VGAC Warrants in respect of 25,065,665 VGAC Class A Ordinary Shares, which will entitle the holders thereof to purchase shares of Newco Common Stock at an exercise price of $11.50 per share on the terms and conditions set forth in the applicable warrant agreement. All of the issued and outstanding VGAC Class A Ordinary Shares and VGAC Class B Ordinary Shares (i) have been duly authorized and validly issued and are fully paid and nonassessable and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and (ii) are free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such Equity Securities).

(b) Except for the VGAC Warrants, and the VGAC Class A Ordinary Shares and the VGAC Class B Ordinary Shares set forth in Section 6.06(a), there are no Equity Securities of VGAC. Other than the VGAC Shareholder Redemption Right, there are no outstanding contractual obligations of VGAC to repurchase, redeem or otherwise acquire any Equity Securities of VGAC.

(c) Merger Sub is wholly-owned by VGAC and Merger Sub holds no Equity Securities of any Person.

(d) The Newco Common Stock will, upon issuance and delivery at the Closing, (i) be duly authorized and validly issued, and fully paid and nonassessable, (ii) be issued in compliance in all material respects with Applicable Law, (iii) not be issued in breach or violation of any preemptive rights or Contract, and (iv) be issued with good and valid title, free and clear of any Liens other than Liens arising out of, under or in connection with applicable federal, state and local securities laws and any restrictions set forth in the Newco Certificate of Incorporation or the Newco Bylaws.

Section 6.07. *Undisclosed Liabilities*.

(a) Merger Sub was formed solely for the purpose of effecting the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby and has no, and at all times prior to the Effective Time except as expressly contemplated by this Agreement, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(b) VGAC was formed solely for the purpose of effecting a Business Combination and has not engaged in any business activities or conducted any operations other than in connection with its formation and funding, including its initial public offering, and the sourcing and

negotiation of a Business Combination and the execution, delivery and performance of this Agreement.

(c) There is no material liability, debt or obligation of any VGAC Party, except for liabilities, debts and obligations (i) reflected or reserved for on VGAC's balance sheet for the fiscal quarter ended September 30, 2020 as reported on Form 10-Q or disclosed in the notes thereto, (ii) that have arisen since September 30, 2020 in the ordinary course of the operation of business of VGAC consistent with past practice or (iii) incurred in connection with the transactions contemplated by this Agreement.

Section 6.08. *VGAC SEC Documents; Controls*.

(a) VGAC has timely filed or furnished with the SEC all forms, reports, schedules and statements required to be filed or furnished under the Securities Act or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") (such forms, reports, schedules, and statements other than the Proxy Statement and the Registration Statement, the "**SEC Documents**"). As of their respective filing (or furnishing) dates, each of the SEC Documents, as amended (including all exhibits and schedules and documents incorporated by reference therein), complied in all materials respects with the applicable requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such SEC Documents, and none of the SEC Documents contained, when filed or, if amended prior to the date hereof, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the SEC Documents are the subject of ongoing SEC review or outstanding SEC comment and, to VGAC's knowledge, neither the SEC nor any other Governmental Authority is conducting any investigation or review of any SEC Document. No notice of any SEC review or investigation of VGAC or the SEC Documents has been received by VGAC.

(b) The financial statements of VGAC included in the SEC Documents, including all notes and schedules thereto (the "**VGAC Financials**"), complied in all material respects when filed, or if amended prior to the date hereof, as of the date of such amendment, with the rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP (except as may be indicated in the notes thereto, or in the case of the unaudited statements, as permitted by Rule 10-01 of Regulation S-X of the SEC) and fairly present in all material respects in accordance with the applicable requirements of GAAP (except as may be indicated in the notes thereto, subject, in the case of the unaudited statements, to normal year-end audit adjustments that are not material) the financial position of VGAC, as of their respective dates, and the results of operations and cash flows of VGAC, for the periods presented therein.

(c) VGAC has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act and the listing standards of the NYSE). VGAC's disclosure controls and procedures are (i) designed to provide reasonable assurance regarding the reliability of VGAC's financial reporting and the preparation of financial statements for external purposes in material conformity with GAAP and (ii) reasonably designed

to ensure that material information relating to VGAC is accumulated and communicated to VGAC's management as appropriate. Since VGAC's formation, there have been no significant deficiencies or material weakness in VGAC's internal control over financial reporting (whether or not remediated) and no change in VGAC's control over financial reporting that has materially affected, or is reasonably likely to materially affect, VGAC's internal control over financial reporting.

Section 6.09. *Listing*. The issued and outstanding VGAC Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. As of the date hereof, there is no Action pending, or to the knowledge of VGAC, threatened against VGAC by the NYSE or the SEC with respect to any intention by such entity to deregister any VGAC Ordinary Shares or prohibit or terminate the listing of any VGAC Ordinary Shares on the NYSE.

Section 6.10. *Registration Statement and Proxy Statement*. At the Effective Time, the Registration Statement, and when first filed in accordance with Rule 424(b) or filed pursuant to Section 14A, the Proxy Statement (or any amendment or supplement thereto), will comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the date of any filing pursuant to Rule 424(b), the date the Proxy Statement is first mailed to VGAC Shareholders, and at the time of the VGAC Extraordinary General Meeting, the Proxy Statement (together with any amendments or supplements thereto) will not include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that VGAC makes no representations or warranties as to the information contained in or omitted from the Registration Statement or Proxy Statement in reliance upon and in conformity with information furnished in writing to VGAC by or on behalf of the Company specifically for inclusion in the Registration Statement or the Proxy Statement.

Section 6.11. *Trust Account*. As of the date of this Agreement, VGAC has (and, assuming no holders of VGAC Ordinary Shares exercise the VGAC Shareholder Redemption Right, will have immediately prior to the Closing) at least $508,550,000 in the Trust Account, with such funds invested in United States Government securities meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940 and held in trust by the Trustee pursuant to the Trust Agreement. The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of VGAC and the Trustee, enforceable in accordance with its terms. The Trust Agreement has not been terminated, repudiated, rescinded, amended, supplemented or modified, in any respect, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated. There are no side letters and (except for the Trust Agreement) there are no agreements, contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (a) cause the description of the Trust Agreement in the Prospectus to be inaccurate in any material respect or (b) entitle any Person (other than (x) holders of VGAC Ordinary Shares who shall have exercised their VGAC Shareholder Redemption Right and (y) any underwriters in connection with VGAC's initial public offering which may be entitled to deferred underwriting discounts and commissions specified in the Prospectus) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except (i) to pay income and franchise Taxes from any interest income earned in the Trust Account and (ii) to redeem

VGAC Ordinary Shares pursuant to the VGAC Shareholder Redemption Right. VGAC has performed all material obligations required to be performed by it to date under, and is not in material default or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and, to the knowledge of VGAC, no event has occurred which, with due notice or lapse of time or both, would constitute such a material default thereunder. There are no Actions pending or, to the knowledge of VGAC, threatened with respect to the Trust Account.

Section 6.12. *Absence of Certain Changes*. Since its respective formation through the date of this Agreement, neither of the VGAC Parties has (a) conducted business other than its formation, the public offering of its securities (and the related private offerings), public reporting and its search for an initial Business Combination as described in the Prospectus (including the investigation of the Company and its Subsidiaries and the negotiation and execution of this Agreement) and related activities and (b) been subject to a VGAC Material Adverse Effect. Except as set forth in VGAC's SEC reports filed prior to the date of this Agreement, and except as contemplated by this Agreement, since September 30, 2020 through the date of this Agreement, there has not been any action taken or agreed upon by VGAC or any of its Subsidiaries that would be prohibited by Section 8.01 if such action were taken on or after the date hereof without the consent of the Company.

Section 6.13. *Compliance with Laws; Permits*. Each of the VGAC Parties and each of the VGAC Parties' officers, directors and employees are, and since its respective date of formation have been, in compliance with all Applicable Laws in all material respects. Since each VGAC Party's respective date of formation, (i) none of the VGAC Parties has been subjected to, or received any notification from, any Governmental Authority of a violation of any Applicable Law or any investigation by a Governmental Authority for actual or alleged violation of any Applicable Law, (ii) to the knowledge of each of the VGAC Parties, no claims have been filed against any of the VGAC Parties with any Governmental Authority alleging any material failure by any of the VGAC Parties to comply with any Applicable Law, and (iii) none of the VGAC Parties have made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Applicable Law.

Section 6.14. *Contracts*. Other than this Agreement, the Ancillary Agreements or any Contracts that are exhibits to the SEC Documents, there are no Contracts to which any of the VGAC Parties are a party or by which any VGAC Party's properties or assets may be bound, subject or affected, which (a) creates or imposes a liability greater than $50,000, (b) may not be cancelled by VGAC on less than 60 days' prior notice without payment of a material penalty or termination fee or (c) prohibits, prevents, restricts or impairs in any material respect any business practice of any of the VGAC Parties as its business is currently conducted, any acquisition of material property by the VGAC Parties, or restricts in any material respect the ability of any of the VGAC Parties from engaging in business as currently conducted by it or from competing with any other Person (each such contract, a "**VGAC Material Contract**"). All VGAC Material Contracts have been made available to the Company.

Section 6.15. *Employees and Employee Benefits Plans*. Neither of the VGAC Parties (a) have any employees or (b) maintain, sponsor, contribute to or otherwise have any liability under

any employee benefit plans. Neither the execution and delivery of this Agreement or the other Ancillary Agreements nor the consummation of the transactions contemplated by this Agreement will: (a) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of VGAC; or (b) result in the acceleration of the time of payment or vesting of any such benefits. Other than reimbursement of any out-of-pocket expenses incurred by VGAC's officers and directors in connection with activities on VGAC's behalf in an aggregate amount not in excess of the amount of cash held by VGAC outside of the Trust Account (exclusive of the proceeds of the PIPE Financing), VGAC has no unsatisfied liability with respect to any officer or director.

Section 6.16. *Properties*. VGAC does not own, license or otherwise have any right, title or interest in any material Intellectual Property rights (other than trademarks). VGAC does not own, or otherwise have an interest in, any real property, including under any real property lease, sublease, space sharing, license or other occupancy agreement.

Section 6.17. *Affiliate Transactions*. Except for equity ownership or employment relationships (including any employment or similar Contract) expressly contemplated by this Agreement, any non-disclosure or confidentiality Contract entered into in connection with the "wall-crossing" of VGAC Shareholders, any Ancillary Agreement or any Contract that is an exhibit to the SEC Documents or described therein, (a) there are no transactions or Contracts, or series of related transactions or Contracts, between VGAC, on the one hand, and any related party of VGAC, Sponsor, any beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of 5% or more of the VGAC Ordinary Shares or, to the knowledge of VGAC, any of their respective "associates" or "immediate family" members (as such terms are defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act), on the other hand, nor is any Indebtedness owed by or to VGAC, on the one hand, to or by Sponsor or any such related party, beneficial owner, associate or immediate family member, and (b) none of the officers or directors (or members of a similar governing body) of VGAC, Sponsor, any beneficial owner of 5% or more of the VGAC Ordinary Shares or, to the knowledge of VGAC, their respective "associates" or "immediate family members" owns directly or indirectly in whole or in part, or has any other material interest in, (i) any material tangible or real property that VGAC uses, owns or leases (other than through any Equity Securities of VGAC) or (ii) any customer, vendor or other material business relation of VGAC or Sponsor.

Section 6.18. *Taxes*.

(a) All material federal, state, local and foreign Tax Returns required to be filed by the VGAC Parties (taking into account applicable extensions) have been timely filed in all material respects, and all such Tax Returns are true, correct and complete in all material respects.

(b) The VGAC Parties have paid all material Taxes (whether or not shown on any Tax Return) that are due and payable by the VGAC Parties, except with respect to matters contested in good faith by appropriate proceedings and with respect to which adequate reserves have been made in accordance with GAAP.

(c) Except for Permitted Liens, there are no Liens for Taxes upon the property or assets of the VGAC Parties.

(d) All material amounts of Taxes required to be withheld by the VGAC Parties have been withheld and, to the extent required, have been paid over to the appropriate Governmental Authority.

(e) None of the VGAC Parties has received from any Governmental Authority written notice of, nor to the knowledge of the VGAC Parties is there currently (i) any threatened, proposed, or assessed deficiency for Taxes of the VGAC Parties, except for such deficiencies that have been satisfied by payment, settled or withdrawn, or (ii) any audit or other proceeding by any Governmental Authority that is pending or in progress with respect to any Taxes due from any of the VGAC Parties.

(f) None of the VGAC Parties has received a written claim to pay Taxes or file Tax Returns from a Governmental Authority in a jurisdiction where such VGAC Party has not paid Taxes or filed Tax Returns, except for claims that have been finally resolved.

(g) None of the VGAC Parties has a request for a private letter ruling, a request for administrative relief, a request for technical advice or a request for a change of any method of accounting pending with any Governmental Authority. None of the VGAC Parties has extended the statute of limitations for assessment, collection or other imposition of any Tax (other than pursuant to an extension of time to file a Tax Return of not more than seven months obtained in the ordinary course of business), which extension is currently in effect.

(h) None of the VGAC Parties is a party to or bound by any Tax sharing, indemnification or allocation agreement or other similar Contract, other than any customary commercial Contracts entered into in the ordinary course of business which do not primarily relate to Taxes.

(i) None of the VGAC Parties has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code in the prior two (2) years.

(j) None of the VGAC Parties has ever been a member of an Affiliated Group. None of the VGAC Parties has liability for the Taxes of any other Person (other than a VGAC Party) under Treasury Regulations Section 1.1502-6 (or any similar provision of Applicable Law), as transferor or successor, by Contract or otherwise (other than pursuant to any customary commercial Contract entered into in the ordinary course of business which does not principally relate to Taxes).

(k) None of the VGAC Parties will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of: (i) any change in method of accounting for a taxable period ending on or prior to the Closing; (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing; (iii) any installment sale or open transaction disposition made on or prior to the Closing; (iv) any prepaid amount received on or prior to the Closing outside the ordinary course of business; (v) any investment in "United States property" within the meaning of Section 956 of the Code made on or prior to the Closing or (vi)

Section 965 of the Code, Section 951A or any "subpart F income" under Section 951(a) of the Code with respect to transactions made prior to the Closing.

(l) None of the VGAC Parties has any obligation to make any payment described in Section 965(h) of the Code.

(m) None of the VGAC Parties has been a party to any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(n) The VGAC Parties have complied in all material respects with the conditions stipulated in each Tax Grant that the VGAC Parties have utilized.

(o) None of the VGAC Parties has (i) deferred any Taxes under Section 2302 of the CARES Act, (ii) claimed any Tax credit under Section 2301 of the CARES Act or Sections 7001-7003 of the Families First Coronavirus Response Act, as may be amended or (iii) applied for or received any loan under the Paycheck Protection Program under the CARES Act.

(p) To the knowledge of the VGAC Parties, there are no facts, circumstances or plans that, either alone or in combination, could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

Section 6.19. *PIPE Investment*.

(a) VGAC has delivered to the Company true, correct and complete copies of each of the PIPE Subscription Agreements entered into by VGAC with the applicable PIPE Investors named therein, pursuant to which the PIPE Investors have committed to provide the PIPE Financing. To the knowledge of VGAC, with respect to each PIPE Investor, each PIPE Subscription Agreement with such PIPE Investors is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and no withdrawal, termination, amendment or modification is contemplated by VGAC. Each PIPE Subscription Agreement is a legal, valid and binding obligation of VGAC and, to the knowledge of VGAC, each PIPE Investor that is party thereto, and none of the execution, delivery or performance of obligations under such PIPE Subscription Agreement by VGAC or, to the knowledge of VGAC, such PIPE Investor, violates any Applicable Laws. There are no other agreements, side letters, or arrangements between VGAC and any PIPE Investor relating to any PIPE Subscription Agreement that could affect the obligation of such PIPE Investors to contribute to VGAC the applicable portion of the PIPE Financing Amount set forth in the PIPE Subscription Agreement of such PIPE Investors, and, as of the date hereof, VGAC does not know of any facts or circumstances that may reasonably be expected to result in any of the conditions set forth in any PIPE Subscription Agreement not being satisfied, or the PIPE Financing Amount not being available to VGAC, on the Closing Date. No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of VGAC under any material term or condition of any PIPE Subscription Agreement and, as of the date hereof, VGAC has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in any PIPE Subscription Agreement. The PIPE Subscription Agreements contain all of the conditions precedent (other than the conditions contained in the other agreements related to the transactions

contemplated herein) to the obligations of the PIPE Investors to contribute to VGAC the applicable portion of the PIPE Financing Amount set forth in the PIPE Subscription Agreements on the terms therein.

(b) No fees, consideration or other discounts are payable or have been agreed by VGAC or any of its Subsidiaries (including, from and after the Closing, the Surviving Corporation and its Subsidiaries) to any PIPE Investor in respect of its portion of the PIPE Financing Amount, except as set forth in the PIPE Subscription Agreements.

Section 6.20. *Certain Business Practices; Anti-Corruption*.

(a) The VGAC Parties, and to the knowledge of VGAC each of the VGAC Parties' respective officers, directors, employees, agents, representatives or other persons acting on their behalf, have complied with and are in compliance in all material respects with Anti-Corruption Laws.

(b) Neither the VGAC Parties, nor to the knowledge of VGAC any of the VGAC Parties' respective officers, directors, employees, agents, representatives or other persons acting on their behalf, (i) has offered, promised, given or authorized the giving of money or anything else of value, whether directly or through another person or entity, to (A) any Government Official or (B) any other Person with the knowledge that all or any portion of the money or thing of value will be offered or given to a Government Official, in each of the foregoing clauses (A) and (B) for the purpose of influencing any action or decision of the Government Official in his or her official capacity, including a decision to fail to perform his or her official duties, inducing the Government Official to use his or her influence with any Governmental Authority to affect or influence any official act, or otherwise obtaining an improper advantage; or (ii) has or will make or authorize any other person to make any payments or transfers of value which have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business. For purposes of the foregoing clauses (A) and (B), a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of (i) the existence of or (ii) a high probability of the existence of such conduct, circumstances or results.

(c) Neither the VGAC Parties, nor to the knowledge of VGAC any of VGAC's Affiliates or any of its or their directors, officers, employees, agents or representatives, is, or is owned or controlled by one or more Persons that are: (i) the subject of any Sanctions or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) or has conducted business with any Person or entity or any of its respective officers, directors, employees, agents, representatives or other Persons acting on its behalf that is located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria).

(d) The operations of the VGAC Parties are and have been conducted at all times in material compliance with all Anti-Money Laundering Laws.

Section 6.21. *Independent Investigation*. VGAC and its Affiliates and their respective representatives have conducted their own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company and its Subsidiaries, and VGAC acknowledges that it and they have been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company and its Subsidiaries for such purpose. VGAC acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated herein, it has relied solely upon its own investigation and the express representations and warranties of the Company set forth in Article 5 (including the related portions of the Company Disclosure Schedule) or of the Company or Company Shareholders set forth in the Ancillary Agreements; and (b) none of the Company, its Affiliates nor their respective representatives have made any express or implied representation or warranty as to the Company and its Subsidiaries, or this Agreement, except as expressly set forth in Article 5 (including the related portions of the Company Disclosure Schedule) or in the Ancillary Agreements. Notwithstanding the foregoing, nothing in this Section 6.21 shall limit remedies in the event of fraud.

Section 6.22. *Brokers' Fees*. Except fees described on Section 6.22 of the VGAC Disclosure Schedule, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by VGAC or any of its Affiliates.

Section 6.23. *No Additional Representations and Warranties; No Outside Reliance*. Except for the representations and warranties provided in this Article 6, and the representations and warranties as may be provided in the Ancillary Agreements, none of the VGAC Parties, nor any of their respective directors, managers, officers, employees, equity holders, partners, members, advisors, agents or representatives has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to or with respect to this Agreement or the transactions contemplated hereby or thereby to the Company or any Company Shareholder. None of the VGAC Parties, nor any of their respective directors, managers, officers, employees, equityholders, partners, members, advisors, agents or representatives has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating or with respect to any information regarding the VGAC Parties or otherwise, except for the representations and warranties made by the VGAC Parties to the Company in this Article 6 and the representations and warranties as may be provided in the Ancillary Agreements. Each of the VGAC Parties hereby expressly disclaims any representations or warranties other than those expressly given by the VGAC Parties in this Article 6 and as may be provided in the Ancillary Agreements. Each of the VGAC Parties acknowledges and agrees that, except for the representations and warranties contained in Article 5 or the Ancillary Agreements, none of the Company or any of its Subsidiaries or Affiliates nor any other Person has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any information, data, or statement regarding the Company or any of the Subsidiaries of the Company or the transactions contemplated hereunder or thereunder, including in respect of the Company, the business, the operations, prospects, or condition (financial or otherwise), or the accuracy or completeness of any document, projection, material, statement, or other information, not expressly set forth in Article 5 or the Ancillary Agreements. The VGAC Parties are not relying on any representations or warranties other than

those representations or warranties set forth in Article 5 or as may be provided in the Ancillary Agreements. Notwithstanding the foregoing, nothing in this Section 6.23 shall limit remedies in the event of fraud.

ARTICLE 7
COVENANTS OF THE COMPANY

Section 7.01. *Conduct of Business.* From the date of this Agreement until the Closing Date (the "**Interim Period**"), the Company shall, and shall cause its Subsidiaries to, except as set forth on Section 7.01 of the Company Disclosure Schedule, as expressly required by this Agreement, as consented to by VGAC in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or as required by Applicable Law, (i) use commercially reasonable efforts to operate its business only in the Ordinary Course of Business, (ii) preserve the business of the Company, (iii) maintain the services of its officers and key employees, (iv) make payments of accounts payable and conduct collection of accounts receivable in the Ordinary Course of Business, (v) timely pay all material Taxes that become due and payable, (vi) maintain the existing business relationships of the Company, and (vii) not:

(a) change, amend or propose to amend the certificate of incorporation, bylaws or other organizational documents of the Company or any of its Subsidiaries;

(b) directly or indirectly adjust, split, combine, subdivide, issue, pledge, deliver, award, grant redeem, purchase or otherwise acquire or sell, or authorize or propose the issuance, pledge, delivery, award, grant or sale (including the grant of any encumbrances) of, any Equity Securities of the Company, including any Company Shares, or any Equity Securities of any of the Subsidiaries of the Company, other than the grant of Company Options in the Ordinary Course of Business;

(c) take any action that would constitute or result in Leakage (other than Permitted Leakage);

(d) other than in the Ordinary Course of Business, (i) modify, voluntarily terminate, permit to lapse, waive, or fail to enforce any material right or remedy under any Significant Contract, (ii) materially amend, extend or renew any Significant Contract or (iii) enter into any Significant Contract;

(e) (i) except as required by the terms of the Company Benefit Plans in effect on the date hereof and as made available to the VGAC Parties, grant any severance, retention or termination pay to, or enter into or amend any severance or retention agreement with, any current or former Service Provider, (ii) other than in the Ordinary Course of Business, enter into any termination, employment, consulting, bonus, change in control or severance agreement with any current or former Service Provider, (iii) increase the compensation or benefits provided to any current or former Service Provider at the level of Vice President or above, (iv) grant any equity or equity based awards to any current or former Service Provider other than in the Ordinary Course of Business, (v) other than as required by the terms of the Company Benefit Plans in effect on the date hereof and made available to the VGAC Parties, accelerate the vesting or payment of any equity or equity-based awards held by any current or former Service Provider,

(vi) establish, adopt, enter into, materially amend, or terminate any Company Benefit Plan or Labor Contract or (vii) hire any employees at the level of Vice President or above;

(f) acquire (whether by merger or consolidation or the purchase of a substantial portion of the equity in or assets of or otherwise) any other Person;

(g) (i) repurchase, prepay, redeem or incur, create, assume or otherwise become liable for Indebtedness of over $10,000,000 in the aggregate, including by way of a guarantee or an issuance or sale of debt securities, or issue or sell options, warrants, calls or other rights to acquire any debt securities of the Company or any of its Subsidiaries, enter into any "keep well" or other Contract to maintain any financial statement or similar condition of another Person, or enter into any arrangement having the economic effect of any of the foregoing, (ii) make any loans, advances or capital contributions to, or investments in, any other Person other than another direct or indirect wholly owned Subsidiary of the Company and other than loans and advances to directors, officers and employees in the Ordinary Course of Business or under the terms of existing Company Benefit Plans, (iii) cancel or forgive any material debts or other material amounts owed to the Company or any of its Subsidiaries other than in the Ordinary Course of Business or (iv) commit to do any of the foregoing;

(h) (i) make or change any material Tax election, (ii) adopt or change any material Tax accounting method, (iii) settle or compromise any material Tax liability, (iv) enter into any closing agreement within the meaning of Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law), (v) file any amended material Tax Return, (vi) consent to any extension or waiver of the statute of limitations regarding any material amount of Taxes, or (vii) settle or consent to any claim or assessment relating to any material amount of Taxes;

(i) except for non-exclusive licenses granted in the Ordinary Course of Business, assign, transfer or dispose of, license, abandon, sell, lease, sublicense, modify, terminate, permit to lapse, create or incur any Lien (other than a Permitted Lien) on, or otherwise fail to take any action necessary to maintain, enforce or protect any material Owned Intellectual Property or Licensed Intellectual Property;

(j) (i) commence, discharge, settle, compromise, satisfy or consent to any entry of any judgment with respect to any pending or threatened Action that would reasonably be expected to (A) result in any material restriction on the Company or any of its Subsidiaries, (B) result in a payment of greater than $25,000,000 individually or in the aggregate or (C) involve any equitable remedies or admission of wrongdoing, or (ii) other than in the Ordinary Course of Business, waive, release or assign any claims or rights of the Company and any of its Subsidiaries;

(k) sell, lease, license, sublicense, exchange, mortgage, pledge, create any Liens (other than Permitted Liens) on, transfer or otherwise dispose of, or agree to sell, lease, license, sublicense, exchange, mortgage, pledge, transfer or otherwise create any Liens (other than Permitted Liens) on or dispose of, any material tangible or intangible assets, properties, securities, or interests of the Company or any of its Subsidiaries (other than Intellectual Property, which is addressed in Section 7.01(i));

(l) merge or consolidate itself or any of its Subsidiaries with any Person, restructure, reorganize or completely or partially liquidate or dissolve, or adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of, the Company or any of its Subsidiaries;

(m) make any change in financial accounting methods, principles or practices of the Company and its Subsidiaries, except insofar as may have been required by a change in GAAP or Applicable Law or to obtain compliance with PCAOB auditing standards;

(n) permit any insurance policies listed in Section 5.18 of the Company Disclosure Schedule to be canceled or terminated in a manner that would be adverse or detrimental to the Company or its business, other than if, in connection with such cancellation or termination, a replacement policy having comparable deductions and providing coverage substantially similar to the coverage under the lapsed policy for substantially similar premiums or less is in full force and effect;

(o) make any commitments for capital expenditures that would reasonably be expected to require payments during fiscal year 2021 in excess of $5,000,000 in the aggregate;

(p) fail to maintain or timely obtain any Permit that is material to the ongoing operations of the Company and its Subsidiaries; or

(q) enter into any agreement to do any action prohibited under this Section 7.01.

Nothing contained in this Section 7.01 shall give to VGAC, directly or indirectly, the right to control or direct the ordinary course of business operations of the Company prior to the Closing Date. Prior to the Closing Date, each of VGAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Applicable Law.

Section 7.02. *Inspection*. The Company shall, and shall cause its Subsidiaries to, afford to VGAC and its officers, employees, accountants, counsel and other representatives reasonable access during the Interim Period, during normal business hours, to all of their respective properties, books and records (including, but not limited to, Tax Returns and work papers of, and correspondence with, the Company's independent auditors), Contracts, commitments, customers, vendors and other business relations and officers and employees of the Company and its Subsidiaries, and shall furnish such representatives with all financial and operating data and other information concerning the affairs of the Company and its Subsidiaries as such representatives may reasonably request in connection with the consummation of this Agreement or the transactions contemplated hereby; *provided* that no investigation pursuant to this Section 7.02 (or any investigation prior to the date hereof) shall affect any representation or warranty given by the Company or the VGAC Parties; *provided*, *further*, that any investigation pursuant to this Section 7.01 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Company during normal business hours under the supervision of appropriate personnel of the Company.

Section 7.03. *Termination of Certain Agreements*. Prior to the Closing, the Company shall take all actions necessary to cause the Affiliate Transactions set forth on Section 7.03 of

the Company Disclosure Schedule to be terminated effective prior to or as of the Closing such that such Affiliate Transactions are of no further force and effect following the Closing, and there shall be no further obligations or continuing liabilities of any of the relevant parties thereunder or in connection therewith following the Closing (other than those that by the terms of such Affiliate Transactions expressly survive the termination of such Affiliate Transactions). Prior to the Closing, the Company shall deliver to VGAC written evidence reasonably satisfactory to VGAC of such terminations.

Section 7.04. *Trust Account Waiver.* The Company acknowledges that VGAC is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated October 1, 2020 (the "**Prospectus**"), substantially all of VGAC's assets consist of the cash proceeds of VGAC's initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in the Trust Account for the benefit of VGAC, certain of its public shareholders and the underwriters of VGAC's initial public offering. The Company acknowledges that, except with respect to interest earned on the funds held in the Trust Account that may be released to VGAC to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of VGAC entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, contracts or agreements with VGAC or any other Person; *provided*, *however*, that nothing in this Section 7.04 shall amend, limit, alter, change, supersede or otherwise modify the right of the Company to (i) bring any action or actions for specific performance, injunctive and/or other equitable relief or (ii) bring or seek a claim for Damages against VGAC, or any of its successors or assigns, for any breach of this Agreement (but such claim shall not be against the Trust Account or any funds distributed from the Trust Account to holders of VGAC Ordinary Shares in accordance with the VGAC Governing Document and the Trust Agreement).

Section 7.05. *Written Consent; Drag-Along*. The Company and the requisite Company Shareholders have determined that the Merger constitutes a "Sale of the Company" as defined in the Company Voting Agreement, and that Section 5 of the Company Voting Agreement applies to the transactions contemplated hereby. The Company shall expend commercially reasonable efforts to obtain a duly executed counterpart to the Company Shareholder Approval from each Company Shareholder as expeditiously as possible after the effectiveness of the Registration Statement, and the Company shall promptly deliver such executed counterparts to VGAC. The materials submitted to such Company Shareholders in connection with soliciting counterparts to the Company Shareholder Approval shall include the unanimous recommendation of the Company Board that such Company Shareholders vote their Company Shares in favor of the adoption of this Agreement, the Merger and the transactions contemplated hereby.

ARTICLE 8
COVENANTS OF VGAC

Section 8.01. *Conduct of Business*. During the Interim Period, except as set forth on Section 8.01 of the VGAC Disclosure Schedule, as contemplated by this Agreement, as required by Applicable Law or as consented to by the Company in writing, VGAC shall not, and VGAC shall cause the other VGAC Parties not to:

(a) change, amend or propose to amend (i) the VGAC Governing Document or the certificate of incorporation, bylaws, memorandum and articles of association or other organizational documents of any VGAC Party or (ii) the Trust Agreement or any other agreement related to the Trust Agreement;

(b) directly or indirectly adjust, split, combine, subdivide, issue, pledge, deliver, award, grant redeem, purchase or otherwise acquire or sell, or authorize the issuance, pledge, delivery, award, grant or sale (including the grant of any encumbrances) of, any Equity Securities of any VGAC Party, other than (i) in connection with the exercise of any VGAC Warrants outstanding on the date hereof, (ii) any redemption made in connection with the VGAC Shareholder Redemption Right, (iii) in connection with the PIPE Financing, or (iv) as otherwise required by the VGAC Governing Document in order to consummate the transactions contemplated hereby;

(c) merge or consolidate itself with any Person, restructure, reorganize or completely or partially liquidate or dissolve, or adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of VGAC (other than the Merger);

(d) make, authorize or declare any dividend (whether in the form of cash or other property) or distribution;

(e) enter into any material Contract or, other than in the ordinary course of business, (i) modify, voluntarily terminate, permit to lapse, waive, or fail to enforce any material right or remedy under any material Contract or (ii) materially amend, extend or renew any material Contract;

(f) hire any employees or adopt any benefit plans;

(g) acquire (whether by merger or consolidation or the purchase of a substantial portion of the equity in or assets of or otherwise) any other Person;

(h) incur any indebtedness for borrowed money;

(i) make any loans, advances or capital contributions to, or investments in, any other Person;

(j) (i) fail to timely pay all Taxes that become due and payable, (ii) make or change any material Tax election, (iii) adopt or change any material Tax accounting method, (iv) settle or compromise any material Tax liability, (v) enter into any closing agreement within the meaning of Section 7121 of the Code (or any corresponding or similar provision of state, local or

foreign Tax Law), (vi) file any amended material Tax Return, (vii) consent to any extension or waiver of the statute of limitations regarding any material amount of Taxes, or (viii) settle or consent to any claim or assessment relating to any material amount of Taxes;

(k) (i) commence, discharge, settle, compromise, satisfy or consent to any entry of any judgment with respect to any pending or threatened Action that would reasonably be expected to (A) result in any material restriction on Newco or the Surviving Corporation, (B) result in a payment of greater than $50,000 individually or in the aggregate or (C) involve any equitable remedies or admission of wrongdoing, or (ii) waive, release or assign any claims or rights of the VGAC Parties;

(l) sell, lease, license, sublicense, exchange, mortgage, pledge, create any Liens (other than Permitted Liens) on, transfer or otherwise dispose of, or agree to sell, lease, license, sublicense, exchange, mortgage, pledge, transfer or otherwise create any Liens (other than Permitted Liens) on or dispose of, any material tangible or intangible assets, properties, securities, or interests of the VGAC Parties;

(m) merge or consolidate itself with any Person, restructure, reorganize or completely or partially liquidate or dissolve, or adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of, the VGAC Parties;

(n) make any change in financial accounting methods, principles or practices of the VGAC Parties, except insofar as may have been required by a change in GAAP or Applicable Law;

(o) pay, or make any commitments for, capital expenditures; or

(p) enter into any agreement to do any action prohibited under this Section 8.01.

Nothing contained in this Section 8.01 shall give to the Company, directly or indirectly, the right to control or direct the ordinary course of business operations of the VGAC Parties prior to the Closing Date. Prior to the Closing Date, each of VGAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Applicable Law.

Section 8.02. *NYSE Listing*. From the date hereof through the Closing, VGAC shall use reasonable best efforts to ensure that VGAC remains listed as a public company, and that VGAC Ordinary Shares remain listed, on the NYSE. VGAC shall use reasonable best efforts to ensure that Newco is listed as a public company, and that shares of Newco Common Stock are listed on the NYSE, in each case, as of the Effective Time.

Section 8.03. *PIPE Subscription Agreements*. Unless otherwise approved in writing by the Company, VGAC shall not permit any amendment or modification to be made to, or any waiver of any provision or remedy under, or any replacements or terminations of, the PIPE Subscription Agreements in any manner other than to reflect any permitted assignments or transfers of the PIPE Subscription Agreements by the applicable PIPE Investors pursuant to the PIPE Subscription Agreements. VGAC shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to

consummate the transactions contemplated by the PIPE Subscription Agreements on the terms and conditions described therein, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to (or as directed by) VGAC the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. Without limiting the generality of the foregoing, VGAC shall give the Company prompt (under the circumstances) written notice: (A) of any amendment to any PIPE Subscription Agreement (other than as a result of any assignments or transfers contemplated therein or otherwise permitted thereby); (B) of any material breach or material default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default) by any party to any PIPE Subscription Agreement known to VGAC; (C) of the receipt of any written notice or other written communication from any party to any PIPE Subscription Agreement with respect to any actual, potential or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any PIPE Subscription Agreement or any provisions of any PIPE Subscription Agreement; and (D) of any underfunding of any amount under any PIPE Subscription Agreement.

Section 8.04. *Section 16 of the Exchange Act*. Prior to the Closing, the VGAC board of directors, or an appropriate committee thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC relating to Rule 16b-3(d) under the Exchange Act, such that the acquisitions of Newco Common Stock pursuant to this Agreement by any officer or director of the Company who is expected to become a "covered person" of VGAC for purposes of Section 16 of the Exchange Act ("**Section 16**") shall be exempt acquisitions for purposes of Section 16.

Section 8.05. *Qualification as an Emerging Growth Company*. VGAC shall, at all times during the period from the date hereof until the occurrence of the Closing: (a) take all actions necessary to continue to qualify as an "emerging growth company" within the meaning of the Jumpstart Our Business Startups Act of 2012; and (b) not take any action that would cause VGAC to not qualify as an "emerging growth company" within the meaning of such Act.

ARTICLE 9
JOINT COVENANTS

Section 9.01. *Efforts to Consummate*.

(a) Subject to the terms and conditions herein provided, each Party shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under Applicable Laws and regulations to consummate and make effective as promptly as practicable the transactions contemplated hereby (including (x) the satisfaction, but not waiver, of the closing conditions set forth in Article 10, (y) obtaining consents of all Governmental Authorities and the expiration or termination of all applicable waiting periods under applicable Antitrust Laws necessary to consummate the transactions contemplated hereby, and (z) obtaining approval for listing the Newco Common Stock issued pursuant to this Agreement on the NYSE). Subject to Section 12.06, the costs incurred in connection with obtaining such consents of all Governmental Authorities, such expiration or termination of all applicable waiting periods under applicable Antitrust Laws, including HSR Act filing fees and any filing fees in connection with any other Antitrust Law,

and any fees associated with obtaining approval for listing the Newco Common Stock issued pursuant to this Agreement on the NYSE, shall be paid by VGAC (if to be paid prior to the Closing) or by Newco (if to be paid at or after the Closing). Each Party shall make or cause to be made (and not withdraw) an appropriate filing, if necessary, pursuant to the HSR Act with respect to the transactions contemplated hereby as promptly as practicable after the date hereof. The Parties shall request early termination of the waiting period in any filings submitted under the HSR Act and shall use commercially reasonable efforts to supply as promptly as practicable to the appropriate Governmental Authorities additional information and documentary material that may be requested pursuant to the HSR Act or any other Antitrust Law. (The foregoing notwithstanding, nothing herein shall require the Company to incur any liability or expense (other than *de minimis* costs and expenses) or subject itself or its business to any imposition of any limitation on the ability to conduct its business or to own or exercise control of its assets or properties.)

(b) Each Party shall cooperate in connection with any investigation of the transactions contemplated hereby or litigation by, or negotiations with, any Governmental Authority or other Person relating to the transactions contemplated hereby or regulatory filings under Applicable Law and obtaining approval for listing the Newco Common Stock issued pursuant to this Agreement on the NYSE.

(c) Each Party shall, in connection with the Agreement and the transactions contemplated hereby, to the extent permitted by Applicable Law: (i) promptly notify the other Parties of, and if in writing, furnish the other Parties with copies of (or, in the case of oral communications, advise the other parties hereto of) any material substantive communications from or with any Governmental Authority, (ii) cooperate in connection with any proposed substantive written or oral communication with any Governmental Authority and permit the other Parties to review and discuss in advance, and consider in good faith the view of the other Parties in connection with, any proposed substantive written or oral communication with any Governmental Authority, (iii) not participate in any substantive meeting or have any substantive communication with any Governmental Authority unless it has given the other Parties a reasonable opportunity to consult with it in advance and, to the extent permitted by such Governmental Authority, gives the other Parties or their outside counsel the opportunity to attend and participate therein, (iv) furnish such other Parties' outside legal counsel with copies of all filings and communications between it and any such Governmental Authority and (v) furnish such other Parties' outside legal counsel with such necessary information and reasonable assistance as such other Parties' outside legal counsel may reasonably request in connection with its preparation of necessary submissions of information to any such Governmental Authority; *provided* that materials required to be provided pursuant to this Section 9.01(c) may be restricted to outside legal counsel and may be redacted (A) as necessary to comply with contractual arrangements, and (B) to remove references to privileged information.

Section 9.02. *Indemnification and Insurance*.

(a) All rights held by each present and former director and officer of the Company and any of its Subsidiaries to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time, whether asserted or claimed prior to, at, or after the Effective Time, provided in the respective certificate of incorporation, certificate of formation,

operating agreement, bylaws or other organizational documents of the Company or such Subsidiary in effect on the date of this Agreement shall survive the Merger and shall continue in full force and effect. Without limiting the foregoing, the Company shall not, for a period of not less than six years from the Effective Time, amend, repeal or otherwise modify the provisions in its certificate of incorporation, bylaws and other organizational documents concerning the indemnification and exculpation (including provisions relating to expense advancement) of the Company's and its Subsidiaries' former and current officers, directors, employees, and agents in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Applicable Law.

(b) The Company shall cause coverage to be extended under its current directors' and officers' liability insurance by obtaining a six year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time. If any claim is asserted or made within such six year period, the provisions of this Section 9.02 shall be continued in respect of such claim until the final disposition thereof.

(c) VGAC shall cause coverage to be extended under its current directors' and officers' liability insurance by obtaining a six year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time. If any claim is asserted or made within such six year period, the provisions of this Section 9.02 shall be continued in respect of such claim until the final disposition thereof.

(d) Notwithstanding anything contained in this Agreement to the contrary, this Section 9.02 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on all successors and assigns of the Surviving Corporation. In the event that the Surviving Corporation or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Surviving Corporation shall succeed to the obligations set forth in this Section 9.02.

Section 9.03. *Tax Matters*.

(a) The Parties intend that for U.S. federal (and, as applicable, state and local) income Tax purposes: (i) the Domestication be treated as a reorganization within the meaning of Section 368(a)(1)(F) of the Code and that this Agreement be adopted as a "plan of reorganization" for purposes of Section 368 of the Code and the Treasury Regulations promulgated thereunder with respect thereto and (ii) the Merger be treated as a reorganization within the meaning of Section 368(a) of the Code and that this Agreement be adopted as a "plan of reorganization" for purposes of Section 368 of the Code and the Treasury Regulations promulgated thereunder with respect thereto (the "**Intended Tax Treatment**"). The Parties will not take any action that could reasonably be expected to prevent, impair or impede the Intended Tax Treatment and will not take any inconsistent position for Tax purposes unless otherwise required by a "determination" within the meaning of Section 1313 of the Code. This Agreement is intended to constitute and

hereby is adopted as a "plan of reorganization" with respect to the Domestication and with respect to the Merger within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) for purposes of Sections 354, 361 and 368 of the Code and the Treasury Regulations thereunder.

(b) Newco will use commercially reasonable efforts to cooperate upon reasonable request to provide the pre-Closing equityholders of VGAC information that is reasonably required to (i) determine the amount that is required to be taken into income in connection with Treasury Regulations Section 1.367(b)-3 as a result of the Domestication; (ii) make the election contemplated by Treasury Regulations Section 1.367(b)-3(c)(3); and (iii) make a timely and valid election as contemplated by Section 1295 of the Code (and the Treasury Regulations promulgated thereunder) with respect to VGAC for each year that VGAC is considered a passive foreign investment company (including through provision of the Annual Information Statement described in Treasury Regulations Section 1.1295-1(g)).

(c) All Transfer Taxes incurred by VGAC, Merger Sub and the Company in connection with this Agreement shall be borne by Newco and paid when due. Newco shall timely file all necessary Tax Returns and other documentation with respect to all such Tax Returns and, if required by Applicable Law, VGAC, Merger Sub and the Company will join in the execution of any such Tax Return or documentation.

Section 9.04. *Proxy Statement; Registration Statement.*

(a) As promptly as reasonably practicable after the date of this Agreement, VGAC shall prepare, and VGAC shall file with the SEC, (i) a preliminary proxy statement in connection with the Merger to be filed as part of the Registration Statement and sent to the Pre-Closing VGAC Holders relating to the VGAC Extraordinary General Meeting (such proxy statement, together with any amendments or supplements thereto, the "**Proxy Statement**") for the purposes of the approval of the Transaction Proposals and (ii) the Registration Statement, in which the Proxy Statement will be included as a prospectus. VGAC and the Company shall use commercially reasonable efforts to cooperate, and cause their respective Subsidiaries, as applicable, to reasonably cooperate, with each other and their respective representatives in the preparation of the Proxy Statement and the Registration Statement. VGAC shall use its commercially reasonable efforts to cause the Proxy Statement and the Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after the filing thereof and to keep the Registration Statement effective as long as is necessary to consummate the Merger.

(b) VGAC shall, as promptly as practicable, notify the Company of any correspondence with the SEC relating to the Proxy Statement, the receipt of any oral or written comments from the SEC relating to the Proxy Statement, and any request by the SEC for any amendment to the Proxy Statement or for additional information. VGAC shall cooperate and provide the Company with a reasonable opportunity to review and comment on the Proxy Statement (including each amendment or supplement thereto) and all responses to requests for additional information by and replies to comments of the SEC and include all comments reasonably proposed by the Company in respect of such documents and responses prior to filing

such with or sending such to the SEC, and, to the extent practicable, the Parties will provide each other with copies of all such filings made and correspondence with the SEC. VGAC shall use reasonable best efforts to obtain all necessary state securities law or "blue sky" permits and approvals required to carry out the Merger, and the Company shall promptly furnish all information concerning the Company as may be reasonably requested in connection with any such action. Each of VGAC and the Company shall use reasonable best efforts to promptly furnish to each other party all information concerning itself, its Subsidiaries, officers, directors, managers, members and stockholders, as applicable, and such other matters, in each case, as may be reasonably necessary in connection with and for inclusion in the Proxy Statement, the Registration Statement or any other statement, filing, notice or application made by or on behalf of VGAC and the Company or their respective Subsidiaries, as applicable, to the SEC or the NYSE in connection with the Merger (including any amendment or supplement to the Proxy Statement or the Registration Statement) (collectively, the "**Offer Documents**"). VGAC will advise the Company, promptly (under the circumstances) after VGAC receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the VGAC Ordinary Shares or the Newco Common Stock for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Proxy Statement, the Registration Statement or the other Offer Documents or for additional information.

(c) Without limiting the generality of (b), the Company shall promptly furnish to VGAC for inclusion in the Proxy Statement and the Registration Statement audited financial statements of the Company and its Subsidiaries (i) as of, and for the nine months ended, December 31, 2020, and (ii) as of, and for the twelve months ended, March 31, 2020 and March 31, 2019, in each case prepared in accordance with GAAP and Regulation S-X and audited in accordance with PCAOB auditing standards by a PCAOB-qualified auditor that was independent under Rule 2-01 of Regulation S-X under the Securities Act (the "**Audited Financial Statements**"), together with auditor's reports and consents to use such financial statements and reports.

(d) Each of VGAC and the Company shall use commercially reasonable efforts to ensure that none of the information related to it or any of its Affiliates, supplied by or on its behalf for inclusion or incorporation by reference in (i) either Proxy Statement will, as of the date it is first mailed to the Pre-Closing VGAC Holders, or at the time of the VGAC Extraordinary General Meeting, or (ii) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at each time at which it is amended, at the time it becomes effective under the Securities Act and at the Effective Time, in either case, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(e) If, at any time prior to the Effective Time, any information relating to VGAC, the Company, or any of their respective Subsidiaries, Affiliates, directors or officers, as applicable, or the Holders is discovered by any of VGAC or the Company and is required to be set forth in an amendment or supplement to either Proxy Statement or the Registration Statement, so that such Proxy Statement or the Registration Statement would not include any misstatement of a

material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall, subject to the other provisions of this Section 9.04, be promptly filed by VGAC with the SEC and, to the extent required by Applicable Law, disseminated to the Pre-Closing VGAC Holders.

Section 9.05. *VGAC Shareholder Approval*.

(a) VGAC shall take, in accordance with Applicable Law, the NYSE rules, and the VGAC Governing Document, all action necessary to call, hold, and convene an extraordinary general meeting of holders of VGAC Ordinary Shares (including any permitted adjournment or postponement, the "**VGAC Extraordinary General Meeting**") to consider and vote upon the Transaction Proposals and to provide the VGAC Shareholders with the opportunity to effect a VGAC Share Redemption in connection therewith as promptly as reasonably practicable (and in any event within thirty days) after the date that the Registration Statement is declared effective under the Securities Act. VGAC shall, through the VGAC board of directors, recommend to the VGAC Shareholders (including in the Proxy Statement) and solicit approval of (i) the adoption and approval of this Agreement and the transactions contemplated by this Agreement, including the Merger, (ii) the Domestication, (iii) in connection with the Domestication, the amendment of the VGAC Governing Document and approval of the Newco Certificate of Incorporation and Newco Bylaws, (iv) the issuance of (A) the Newco Common Stock issuable in connection with the Merger and (B) the Newco Common Stock issuable in connection with the PIPE Financing, (v) the adoption of the Incentive Equity Plan, (vi) the election of the directors constituting the Newco Board, (vii) the adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Proxy Statement, the Registration Statement or correspondence related thereto, (viii) the adoption and approval of any other proposals as reasonably agreed by VGAC and the Company to be necessary or appropriate in connection with the Merger and (ix) adjournment of the VGAC Extraordinary General Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (i) through (ix), together, the "**Transaction Proposals**"). VGAC shall use its reasonable best efforts to obtain the approval of the Transaction Proposals at the VGAC Extraordinary General Meeting, including by soliciting proxies as promptly as practicable in accordance with Applicable Law for the purpose of seeking the approval of the Transaction Proposals.

(b) Notwithstanding anything to the contrary contained in this Agreement, once the VGAC Extraordinary General Meeting to consider and vote upon the Transaction Proposals has been called and noticed, VGAC will not adjourn the VGAC Extraordinary General Meeting without the consent of the Company, other than (i) for the absence of a quorum, in which event VGAC shall adjourn the meeting up to three times for up to ten Business Days each time, (ii) to allow reasonable additional time for the filing and mailing of any supplemental or amended disclosure that VGAC has determined in good faith, after consultation with its outside legal advisors, is necessary under Applicable Law, and for such supplemental or amended disclosure to be disseminated to and reviewed by the holders of VGAC Ordinary Shares prior to the VGAC Extraordinary General Meeting, or (iii) a one-time adjournment of up to ten Business Days to solicit additional proxies from holders of VGAC Ordinary Shares to the extent VGAC has

determined that such adjournment is reasonably necessary to obtain the approval of the Transaction Proposals.

Section 9.06. *Newco Board of Directors*. The Parties shall take all necessary action to cause the Board of Directors of Newco (the "**Newco Board**") as of immediately following the Closing to consist of nine directors, of whom one individual shall be designated by VGAC (the "**VGAC Designee**"), and of whom eight individuals shall be designated by the Company no later than 14 days prior to the effectiveness of the Registration Statement (the "**Company Designees**"). Each Company Designee shall meet the director qualification and eligibility criteria of the Nominating and Corporate Governance Committee of the Board of Directors of VGAC (as in effect on the date of this Agreement), and a number of Company Designees shall qualify as independent directors as determined by the Board of Directors of VGAC such that a majority of the directors as of immediately following the Closing shall qualify as independent directors. The Company Designees and the individual designated by VGAC shall be assigned to classes of the Newco Board as set forth on Section 9.06 of the Company Disclosure Schedule.

Section 9.07. *Trust Account*. Upon satisfaction or waiver of the conditions set forth in Article 10 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) and provision of notice thereof to the Trustee (which notice VGAC shall provide to the Trustee in accordance with the terms of the Trust Agreement), in accordance with, subject to and pursuant to the Trust Agreement and the VGAC Governing Document, (a) at the Closing, (i) VGAC shall cause the documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered, and (ii) shall cause the Trustee to (A) pay as and when due all amounts payable for VGAC Share Redemptions and (B) pay all amounts then available in the Trust Account to, or at the direction of, Newco in accordance with this Agreement and the Trust Agreement, and (b) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 9.08. *Form 8-K Filings*. VGAC and the Company shall mutually agree upon and issue a press release announcing the effectiveness of this Agreement (the "**Signing Press Release**"). VGAC and the Company shall cooperate in good faith with respect to the prompt preparation by VGAC of, and, as promptly as practicable after the effective date of this Agreement (but in any event within four Business Days thereafter), VGAC shall file with the SEC, a Current Report on Form 8-K pursuant to the Exchange Act to report the execution of this Agreement as of its effective date (the "**Announcement 8-K**"). Prior to the Closing, VGAC and the Company shall mutually agree upon and prepare the press release announcing the consummation of the transactions contemplated by this Agreement ("**Closing Press Release**"). Concurrently with or promptly after the Closing, VGAC shall issue the Closing Press Release. VGAC and the Company shall cooperate in good faith with respect to the preparation by the Company of, and, at least five days prior to the Closing, the Company shall prepare, a draft Form 8-K announcing the Closing, together with, or incorporating by reference, the required pro forma financial statements and the historical financial statements prepared by the Company and its accountant (the "**Completion 8-K**"). Concurrently with the Closing, or as soon as practicable (but in any event within four Business Days) thereafter, Newco shall file the Completion 8-K with the SEC.

Section 9.09. *Incentive Equity Plan*. Prior to the effectiveness of the Registration Statement, VGAC shall approve and, subject to approval of the VGAC Shareholders, adopt, an incentive equity plan that provides for the grant of awards to employees and other service providers of Newco and its Subsidiaries with a total pool of awards of Newco Common Stock not exceeding 17% of the aggregate number of shares of Newco Common Stock outstanding at the Closing, on a fully diluted, as converted and as-exercised basis (with such total pool of awards to be inclusive of shares reserved for issuance upon the exercise of options to purchase shares of Newco Common Stock issued in the Merger in respect of unvested Company Options, and, for the avoidance of doubt, exclusive of the Rollover Elected Vested Options, if any) (the "**Incentive Equity Plan**"). The Incentive Equity Plan shall provide for an annual "evergreen" increase not more than 3% of the outstanding shares of Newco Common Stock for a period of five years following the Closing. The Incentive Equity Plan shall be in substantially the form set forth as Annex G.

Section 9.10. *No Shop*. During the Interim Period, none of VGAC or Merger Sub, on the one hand, or the Company and its Subsidiaries, on the other hand, will, nor will they direct, authorize or permit their respective Representatives to, directly or indirectly (a) take any action to solicit, initiate or engage in discussions or negotiations with, or enter into any binding agreement with, any Person concerning, or which would reasonably be expected to lead to, an Acquisition Transaction, (b) in the case of VGAC, fail to include the VGAC Board Recommendation in (or remove the VGAC Board Recommendation from) the Registration Statement, or (c) withhold, withdraw, qualify, amend or modify (or publicly propose or announce any intention or desire to withhold, withdraw, qualify, amend or modify), in a manner adverse to the other Party, the approval of such Party's governing body of this Agreement and/or any of the transactions contemplated hereby, or, in the case of VGAC, the VGAC Board Recommendation, unless, in the case of clauses (b) and (c), the Board of Directors of VGAC determines, in good faith, that the failure to take, or taking of, such action would be reasonably likely to be inconsistent with its fiduciary duties under Applicable Law. Promptly upon receipt of an unsolicited proposal regarding an Acquisition Transaction, each of the VGAC Parties and the Company shall notify the other party thereof, which notice shall include a written summary of the material terms of such unsolicited proposal. Notwithstanding the foregoing, the Parties may respond to any unsolicited proposal regarding an Acquisition Transaction only by indicating that such Party has entered into a binding definitive agreement with respect to a business combination and is unable to provide any information related to such Party or any of its Subsidiaries or entertain any proposals or offers or engage in any negotiations or discussions concerning an Acquisition Transaction. For the purposes hereof, "**Acquisition Transaction**" means, (i) with respect to the Company, any merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction (other than the transactions contemplated hereby and transactions with customers in the Ordinary Course of Business), in each case, involving the sale, lease, exchange or other disposition of properties or assets or Equity Securities of the Company or any of the Company's Subsidiaries and (ii) with respect to VGAC, any transaction (other than the transactions contemplated hereby) involving, directly or indirectly, any merger or consolidation with or acquisition of, purchase of assets or equity of, consolidation or similar business combination with or other transaction that would constitute a Business Combination with or involving VGAC (or any Affiliate or Subsidiary of VGAC), on the one hand, and any party other than the Company or the Company Shareholders, on the other hand.

Section 9.11. *Notification of Certain Matters*. Each of the Company and the VGAC Parties shall give prompt notice to the other Party of: (a) any Action or investigation that would have been required to be disclosed to the other Party under this Agreement if such Party had knowledge of it as of the date hereof; (b) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, could reasonably be expected to cause any condition set forth in Section 10.02 or Section 10.03 not to be satisfied at any time from the date of this Agreement to the Effective Time; (c) any notice or other communication from any third Person alleging that the consent of such third Person is or may be required in connection with the Merger or the other transactions contemplated by this Agreement; (d) without limiting Section 9.01, any regulatory notice or report from a Governmental Authority in respect of the transactions contemplated by this Agreement; and (e) in the case of the Company, any information or knowledge obtained by the Company or any of its Subsidiaries that could reasonably be expected to materially affect the Company's or any of its Subsidiaries' current projections, forecasts or budgets or estimates of revenues, earnings or other measures of financial performance for any period.

ARTICLE 10
CONDITIONS TO OBLIGATIONS

Section 10.01. *Conditions to Obligations of the VGAC Parties and the Company*. The obligations of the VGAC Parties and the Company to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following conditions, any one or more of which may be waived (if permitted by Applicable Law) in writing by all of such parties:

(a) *HSR Act*. All applicable waiting periods (and any extensions thereof) under the HSR Act shall have expired or been terminated.

(b) *NYSE Listing Requirements*. The shares of Newco Common Stock contemplated to be listed pursuant to this Agreement shall have been listed on the NYSE and shall be eligible for continued listing on the NYSE immediately following the Closing (as if it were a new initial listing by an issuer that had never been listed prior to the Closing).

(c) *Applicable Law*. There shall not be in force any Applicable Law or Governmental Order enjoining, prohibiting, making illegal, or preventing the consummation of the Merger.

(d) *VGAC Shareholder Approval*. The VGAC Shareholder Approval shall have been obtained.

(e) *Company Shareholder Approval*. The Company Shareholder Approval shall have been obtained.

(f) *Effectiveness of Registration Statement.* The Registration Statement shall have become effective in accordance with the Securities Act, no stop order shall have been issued by the SEC with respect to the Registration Statement and no Action seeking such stop order shall have been threatened or initiated.

(g) *Net Tangible Assets*. VGAC shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) remaining after the consummation of the PIPE Financing and the closing of the VGAC Share Redemption.

(h) *Domestication*. The Domestication shall have been consummated.

(i) *Financial Statements*. The Company shall have delivered to VGAC the financial statements required to be included in the Completion 8-K.

Section 10.02. *Conditions to Obligations of the VGAC Parties*. The obligations of the VGAC Parties to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the VGAC Parties:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Company contained in this Agreement (without giving effect to any materiality or "Company Material Adverse Effect" or similar qualifications therein), other than the representations and warranties set forth in Section 5.01, Section 5.02, Section 5.06, Section 5.09(a) and Section 5.25, shall be true and correct as of the date of this Agreement and as of the Closing, as if made at and as of such time, except with respect to representations and warranties which speak as to another specified time, which representations and warranties shall be true and correct at and as of such time, except for, in each case, such failures to be true and correct as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(ii) The representations and warranties of the Company contained in Section 5.01(c), Section 5.02 and Section 5.09(a) shall be true and correct as of the date of this Agreement and as of the Closing, as if made at and as of such time.

(iii) Each of the representations and warranties of the Company contained in Section 5.01(a), Section 5.01(b), Section 5.06 and Section 5.25 (without giving effect to any materiality or "Company Material Adverse Effect" or similar qualifications therein), shall be true and correct as of the date of this Agreement and as of the Closing, as if made at and as of such time (except to the extent that any such representation and warranty speaks expressly as of another specified time, in which case such representation and warranty shall be true and correct as of such time), except for, in each case, such failures to be true and correct as would not reasonably be expected to be material, individually or in the aggregate, to the Company and its Subsidiaries, taken as a whole.

(b) *Covenants*. Each of the covenants, obligations and agreements of the Company hereunder to be performed as of or prior to the Closing shall have been performed in all material respects.

(c) *No Company Material Adverse Effect*. From the date of this Agreement, there shall not have occurred a Company Material Adverse Effect.

(d) *Closing Deliverables*. VGAC shall have received the deliverables set forth in Section 4.06(a).

Section 10.03. *Conditions to the Obligations of the Company*. The obligation of the Company to consummate the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the VGAC Parties contained in this Agreement (without giving effect to any materiality or "VGAC Material Adverse Effect" or similar qualifications therein), other than the representations and warranties set forth in Section 6.01, Section 6.02, Section 6.06, Section 6.12(b) and Section 6.22, shall be true and correct as of the date of this Agreement and as of the Closing, as if made at and as of such time, except with respect to representations and warranties which speak as to another specified time, which representations and warranties shall be true and correct at and as of such time, except for, in each case, such failures to be true and correct as would not reasonably be expected to have, individually or in the aggregate, a VGAC Material Adverse Effect.

(ii) The representations and warranties of the VGAC Parties contained in Section 6.01(c), Section 6.02 and Section 6.12(b) shall be true and correct as of the date of this Agreement and as of the Closing, as if made at and as of such time.

(iii) Each of the representations and warranties of the VGAC Parties contained in Section 6.01(a), Section 6.01(b), Section 6.06 and Section 6.22 (without giving effect to any materiality or "VGAC Material Adverse Effect" or similar qualifications therein), shall be true and correct in all respects except for *de minimis* inaccuracies as of the date of this Agreement and as of the Closing, as if made at and as of such time (except to the extent that any such representation and warranty speaks expressly as of another specified time, in which case such representation and warranty shall be true and correct in all respects except for *de minimis* inaccuracies as of such time).

(b) *Covenants*. Each of the covenants, obligations and agreements of the VGAC Parties hereunder to be performed as of or prior to the Closing shall have been performed in all material respects.

(c) *No VGAC Material Adverse Effect*. From the date of this Agreement, there shall not have occurred a VGAC Material Adverse Effect.

(d) *Closing Deliverables*. The Company shall have received the deliverables set forth in Section 4.06(b).

(e) *Minimum Cash*. Available Cash shall be greater than or equal to Minimum Cash.

Section 10.04. *Satisfaction of Conditions*. All conditions to the obligations of the Company and the VGAC Parties to proceed with the Closing under this Agreement will be

deemed to have been fully and completely satisfied or waived for all purposes if the Closing occurs.

ARTICLE 11
TERMINATION/EFFECTIVENESS

Section 11.01. *Termination*. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by written consent of the Company and VGAC;

(b) by either the Company or VGAC if the Closing shall not have occurred on or before September 30, 2021 (the "**Termination Date**"); *provided* that the right to terminate this Agreement pursuant to this Section 11.01(b) shall not be available to any Party whose breach of or failure to perform any provision of this Agreement results in the failure of the Closing to be consummated by such date;

(c) by either the Company or VGAC if the consummation of the Merger is permanently enjoined, prohibited, deemed illegal or prevented by the terms of a final, non-appealable Governmental Order;

(d) by VGAC if there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 10.02(a) or Section 10.02(b) would not be satisfied at the Closing (a "**Terminating Company Breach**"), except that, if such Terminating Company Breach is curable by the Company, then, for a period of up to 30 days (or any shorter period of the time that remains between the date VGAC provides written notice of such violation or breach and the Termination Date) after receipt by the Company of notice from VGAC of such breach, but only as long as the Company continues to use its reasonable best efforts to cure such Terminating Company Breach (the "**Company Cure Period**"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period; *provided* that VGAC shall not have the right to terminate this Agreement pursuant to this Section 11.01(d) if any VGAC Party is then in breach of its covenants, agreements, representations or warranties contained in this Agreement, which breach by such VGAC Party would cause any condition set forth in Section 10.03(a) or Section 10.03(b) not to be satisfied;

(e) by the Company if there is any breach of any representation, warranty, covenant or agreement on the part of the VGAC Parties set forth in this Agreement, such that the conditions specified in Section 10.03(a) or Section 10.03(b) would not be satisfied at the Closing (a "**Terminating VGAC Breach**"), except that, if any such Terminating VGAC Breach is curable by any VGAC Party, then, for a period of up to 30 days (or any shorter period of the time that remains between the date the Company provides written notice of such violation or breach and the Termination Date) after receipt by VGAC of notice from the Company of such breach, but only as long as the VGAC Parties continue to use their reasonable best efforts to cure such Terminating VGAC Breach (the "**VGAC Cure Period**"), such termination shall not be effective, and such termination shall become effective only if the Terminating VGAC Breach is not cured

within the VGAC Cure Period; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section 11.01(e) if the Company is then in breach of its covenants, agreements, representations or warranties contained in this Agreement, which breach by the Company would cause any condition set forth in Section 10.02(a) or Section 10.02(b) not to be satisfied; or

(f) by either the Company or VGAC if the VGAC Shareholder Approval is not obtained upon a vote duly taken thereon at the VGAC Extraordinary General Meeting (subject to any permitted adjournment or postponement of the VGAC Extraordinary General Meeting).

The party desiring to terminate this Agreement pursuant to this Section 11.01 (other Section 11.01(a)) shall give notice of such termination to each other Party.

Section 11.02. *Effect of Termination*. Except as otherwise set forth in this Section 11.02, in the event of the termination of this Agreement pursuant to Section 11.01, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or stockholders, other than liability of any of the Parties for any (i) intentional and willful breach of this Agreement by such Party occurring prior to such termination or (ii) fraud by such Party. The provisions of Section 7.04, this Section 11.02, and Sections 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.13, 12.15, 12.16 and 12.17 (collectively, the "**Surviving Provisions**") and the Confidentiality Agreement, and any defined term or other Section or Article of this Agreement referenced in the Surviving Provisions which are required to survive in order to give appropriate effect to the Surviving Provisions, shall, in each case, survive any termination of this Agreement.

ARTICLE 12
MISCELLANEOUS

Section 12.01. *Non-Survival of Representations, Warranties and Covenants*. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument, document or certificate delivered pursuant to this Agreement shall survive the Effective Time, except for (i) those covenants and agreements contained herein and therein which by their terms expressly apply in whole or in part after the Effective Time and then only to such extent until such covenants and agreements have been fully performed, (ii) any covenants and agreements in the Surviving Provisions and (iii) any claim arising out of fraud.

Section 12.02. *Waiver*. Any party to this Agreement may, at any time prior to the Closing, waive any of the terms or conditions of this Agreement. No waiver of any term or condition of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party.

Section 12.03. *Notices*. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when delivered by email or other electronic transmission (in each case in this clause (d), solely if receipt is confirmed), addressed as follows:

(i) If to any VGAC Party, to:

VG Acquisition Corp.
65 Bleecker Street, 6th Floor
New York, NY 10012
Attention: James Cahillane
Email: james.cahillane@virgin.com

with copies (which shall not constitute notice) to:

Davis Polk & Wardwell, LLP
450 Lexington Avenue
New York, NY 10017
Attention: William H. Aaronson
Derek Dostal
Lee Hochbaum
Email: william.aaronson@davispolk.com
derek.dostal@davispolk.com
lee.hochbaum@davispolk.com

(ii) If to the Company, to:

23andMe, Inc.
223 North Mathilda Avenue
Sunnyvale, CA 94086
Attention: Kathy Hibbs,
Chief Legal and Regulatory Officer
Email: khibbs@23andme.com

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
One Oxford Centre, Thirty-Second Floor
Pittsburgh, PA 15219-6401
Attention: Marlee Myers
Todd A. Hentges
Email: marlee.myers@morganlewis.com
todd.hentges@morganlewis.com

or to such other address or addresses as the parties may from time to time designate in writing by notice to the other parties in accordance with this Section 12.03.

Section 12.04. *Assignment*. No party hereto shall assign, delegate or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Agreement or any part hereof without the prior written consent of the other parties hereto. Any assignment in contravention of the preceding sentence shall be null and void *ab initio*. Subject to the

foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 12.05. *Rights of Third Parties*. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement; *provided*, *however*, that, notwithstanding the foregoing, (a) in the event the Closing occurs, the present and former officers and directors of the Company (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 9.02, (b) from and after the Effective Time, the Holders (and their successors, heirs and representatives) shall be intended third-party beneficiaries of, and may enforce, Article 3, Article 4, and this Section 12.05 and (c) the past, present and future directors, managers, officers, employees, incorporators, members, partners, equityholders, Affiliates, agents, attorneys, advisors and representatives of the parties and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, this Section 12.05 and Section 12.15.

Section 12.06. *Expenses*. Except as otherwise provided herein, each Party shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisors and accountants; *provided* that, notwithstanding anything to the contrary, if the transactions herein contemplated are consummated, Newco shall pay or cause to be paid all (i) costs and expenses (including fees and expenses of counsel, auditors and financial and other advisors) incurred by the Company, its Subsidiaries and the VGAC Parties in connection with this Agreement and the transactions herein contemplated and (ii) deferred initial purchaser and underwriting compensation incurred by VGAC in connection with its initial public offering.

Section 12.07. *Governing Law*. This Agreement, and all Actions based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, Applicable Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Applicable Laws of another jurisdiction.

Section 12.08. *Jurisdiction; WAIVER OF TRIAL BY JURY*. Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be brought exclusively in the Delaware Chancery Court and any state appellate court therefrom within the State of Delaware (or, if the Delaware Chancery Court or such state appellate court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware), and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by Applicable Law or to commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction, in each

case, to enforce judgments obtained in any Action brought pursuant to this Section 12.08. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.08.

Section 12.09. *Headings and Captions; Counterparts*. The headings and captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. 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. Any facsimile or .pdf copies hereof or signatures hereon shall, for all purposes, be deemed originals. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 12.10. *Entire Agreement*. This Agreement (including, for the avoidance of doubt, any Annexes, Appendices, Exhibits or Schedules annexed hereto or referred to herein, including the Company Disclosure Schedule and the VGAC Disclosure Schedule), the Confidentiality Agreement, and the Ancillary Agreements constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties hereto except as expressly set forth in this Agreement and the Ancillary Agreements.

Section 12.11. *Amendments*. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the Parties; *provided* that, after the VGAC Shareholder Approval has been obtained, there shall be no amendment or modification that would require the further approval of the Pre-Closing VGAC Holders under Applicable Law without such approval having first been obtained.

Section 12.12. *Publicity*. Except (a) communications consistent with the final form of joint press release announcing the transactions contemplated by this Agreement and the investor presentation given to investors in connection with the announcement of the transactions contemplated by this Agreement or (b) as may be required by Applicable Law or by obligations pursuant to any listing agreement with or rules of any national securities exchange, the VGAC Parties, on the one hand, and the Company, on the other hand, shall consult with each other, and

provide meaningful opportunity for review and give due consideration to reasonable comment by the other, prior to issuing any press releases or other public written communications or otherwise making planned public statements with respect to the transactions contemplated by this Agreement and prior to making any filings with any third party and/or any Governmental Authority with respect thereto, and shall not make or issue any such press release or other public written communications or otherwise make any planned public statements without the prior written consent of the other Party.

Section 12.13. *Severability*. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under any Applicable Law governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Applicable 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.

Section 12.14. *Disclosure Schedules.* Each of the Company and VGAC have set forth information on their respective disclosure schedules in a section thereof that corresponds to the section of this Agreement to which it relates. A matter set forth in one section of a disclosure schedule need not be set forth in any other section so long as its relevance to such other section of the disclosure schedule or section of the Agreement is reasonably apparent. Any item of information, matter or document disclosed or referenced in, or attached to, the Company Disclosure Schedules or the VGAC Disclosure Schedules shall not (a) be used as a basis for interpreting the terms "material," "Company Material Adverse Effect," "VGAC Material Adverse Effect," "material adverse effect" or other similar terms in this Agreement or to establish a standard of materiality, (b) represent a determination that such item or matter did not arise in the Ordinary Course of Business, (c) constitute, or be deemed to constitute, an admission of liability or obligation regarding such matter (other than with respect to any Section of the Company Disclosure Schedules or VGAC Disclosure Schedules, as applicable, referred to in any representation or warranty in this Agreement that expressly requires listing facts, circumstances or agreements in such section of the Company Disclosure Schedules or VGAC Disclosure Schedules, as applicable), or (d) notwithstanding the foregoing in subclause (c), constitute, or be deemed to constitute, an admission to any third party in any respect concerning such item or matter.

Section 12.15. *Enforcement*.

(a) The Parties agree that irreparable damage for which monetary Damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of Damages or inadequacy of any remedy at Applicable Law, prior to the valid

termination of this Agreement in accordance with Section 11.01, this being in addition to any other remedy to which they are entitled under this Agreement or Applicable Law.

(b) Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this (b) shall not be required to provide any bond or other security in connection with any such injunction. The Parties acknowledge and agree that nothing contained in this Section 12.15 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 12.15 before exercising any termination right under Section 11.01 or pursuing Damages.

Section 12.16. *Non-Recourse*. This Agreement may only be enforced against, and any Action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any named party to this Agreement and no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, VGAC or Merger Sub under this Agreement of or for any Action based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

Section 12.17. *Legal Representation*. The Company hereby agrees on behalf of itself and its directors, members, partners, officers, employees and Affiliates, and each of their respective successors and assigns (all such parties, the "**Company Waiving Parties**"), that any legal counsel (including Davis Polk & Wardwell LLP) that represented VGAC, the Sponsor and/or the VGAC Designee prior to the Closing may represent the VGAC Designee, the Sponsor or any of the Sponsor's Affiliates or the Sponsor's or its Affiliates' respective directors, members, partners, officers or employees, in each case, after the Closing in connection with any Action or obligation arising out of or relating to this Agreement, notwithstanding its representation of VGAC prior to the Closing, and each of VGAC and the Company on behalf of itself and the Company Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising therefrom or relating thereto. Each of VGAC and the Company on behalf of itself and the Company Waiving Parties hereby further agrees that, as to all legally privileged communications prior to the Closing between or among any legal counsel (including Davis Polk & Wardwell LLP) that represented the VGAC Designee, the Sponsor or any of the Sponsor's Affiliates or the Sponsor's or its Affiliates' respective directors, members, partners, officers or employees prior to the Closing in any way related to the transactions contemplated hereby, the attorney/client privilege and the expectation of client confidence belongs to the VGAC Designee and the Sponsor and may be controlled by the VGAC Designee and the Sponsor, and shall not pass to or be claimed or

controlled by Newco (after giving effect to the Closing), the Surviving Corporation or any other Company Waiving Party; *provided* that the VGAC Designee and the Sponsor shall not waive such attorney/client privilege other than to the extent they determine appropriate in connection with the enforcement or defense of their respective rights or obligations existing under this Agreement. Notwithstanding the foregoing, any privileged communications or information shared by the Company or any Company Waiving Party prior to the Closing with VGAC, the Sponsor or the VGAC Designee (in any capacity) under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation.

[*Signature pages follow.*]

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be duly executed as of the date hereof.

VG ACQUISITION CORP.

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

CHROME MERGER SUB, INC.

By: /s/ James Cahillane
Name: James Cahillane
Title: Secretary

23ANDME, INC.

By: /s/ Anne Wojcicki
Name: Anne Wojcicki
Title: Chief Executive Officer

[*Signature Page to Agreement and Plan of Merger*]

Exhibit 10.1

SPONSOR LETTER AGREEMENT

This SPONSOR LETTER AGREEMENT (this "Agreement"), dated as of February 4, 2021, is made and entered into by and among 23andMe, VGAC, Credit Suisse as representative of the several Underwriters, Sponsor, the Insiders and the Holders (as each such term is defined below, together, each individually a "Party and collectively the "Parties"), in respect of and in reference to:

(A) that certain Underwriting Agreement dated October 1, 2020 (the "Underwriting Agreement"), between VG Acquisition Corp., a Cayman Islands exempted company ("VGAC"), and Credit Suisse Securities (USA) LLC, a Delaware limited liability company ("Credit Suisse"), as representative of the several Underwriters named in Schedule 1 thereto (the "Underwriters");

(B) that certain Letter Agreement dated October 1, 2020 (the "Insider Letter") among VGAC, VG Acquisition Sponsor LLC, a Cayman Islands limited liability company ("Sponsor") and each of the Insiders (as such term is defined therein, the "Insiders");

(C) that certain Warrant Agreement dated October 1, 2020 (the "Warrant Agreement"), between VGAC and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent ("Warrant Agent"); and

(D) that certain Registration Rights Agreement dated October 1, 2020 (the "Registration Rights Agreement") by and among VGAC, Sponsor and each of the other Holders (as such term is defined therein, together with Sponsor, the "Holders").

RECITALS

WHEREAS, contemporaneously with the execution and delivery of this Agreement, VGAC, 23andMe, Inc., a Delaware corporation ("23andMe"), and certain other persons party thereto, have entered into an Agreement and Plan of Merger (as amended or modified from time to time, the "Transaction Agreement") whereby the parties thereto intend to effect a business combination between VGAC and 23andMe, on the terms and subject to the conditions set forth therein (collectively, the "Transactions"), including the domestication of VGAC into Delaware as a corporation organized under the laws of the State of Delaware (the "Continuing Delaware Corporation") pursuant to Section 388 of the Delaware General Corporation Law (the "Domestication");

WHEREAS, as of the date hereof, Sponsor, each Insider and each Holder, in its respective capacity as such, is the holder of record and the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of (i) the number of Class A ordinary shares, par value $0.0001, of the Company ("Class A Shares") set forth on Exhibit A attached hereto opposite such person's name on such Exhibit, (ii) private placement warrants (the "Warrants") to purchase an aggregate number of Class A Shares set forth on Exhibit A attached hereto opposite such person's name on such Exhibit, and (iii) the number of Class B ordinary shares, par value $0.0001, of the Company ("Class B Shares") set forth on Exhibit A attached hereto opposite such person's name on such Exhibit;

WHEREAS, as part of the Transactions, effective as of and contingent upon the Domestication (as such term is defined in the Transaction Agreement), each of the Class A Shares and Class B Shares will be converted, by operation of law, into the same number of shares of Class A Common Stock, par value $0.0001, of the Continuing Delaware Corporation ("Class A Common Stock"); and

WHEREAS, each of the Parties desires to enter into and deliver this Agreement to facilitate the Transactions and the business combination to be effected thereby, and to clarify and to the extent applicable waive or amend certain provisions of each of the Underwriting Agreement, the Warrant Agreement, the Insider Letter and the Registration Rights Agreement (together, the "Affected Agreements"), in each case on the terms and subject to the conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree (as applicable to such Party) as follows:

1. Underwriting Agreement. VGAC and Credit Suisse, on its own behalf and as representative of the several Underwriters, hereby agree as follows:

(a) The Underwriting Agreement provides for certain representations and warranties and agreements in relation to Ordinary Shares, Founders Shares and the Amended and Restated Memorandum and Articles of Association (as such terms are defined in the Underwriting Agreement). From and after the time and date of the Domestication, such terms shall be deemed to refer to the Class A Common Stock and the certificate of incorporation and bylaws of the Continuing Delaware Corporation adopted in connection with the Domestication, respectively. In furtherance thereof, the Domestication, and the conversion of the Class A Shares and Class B Shares into Class A Common Stock, respectively, and the listing and registration of the Class A Common Stock in connection therewith, is hereby expressly permitted and agreed to by the parties to the Underwriting Agreement, including for purposes of Sections 6(h), 6(k) and 6(aa) of the Underwriting Agreement. For the avoidance of doubt, the representations and warranties and agreements of VGAC set forth in the Underwriting Agreement shall survive the Domestication and continue to be binding upon the Continuing Delaware Corporation, provided that the veracity of any representations and warranties shall only be measured as of the date of consummation of the Offering, and are not continuing representations and warranties.

(b) From and after the Effective Time (as such term is defined in the Transaction Agreement), all communications under the Underwriting Agreement sent VGAC (as "the Company" thereunder) shall be delivered to:

23andMe Holdings Co
Attention: Chief Legal and Regulatory Officer
223 N. Mathilda Ave.
Sunnyvale, CA 94086

With a copy to:

Morgan, Lewis & Bockius LLP
Attention: Marlee S. Myers and Howard A. Kenny
101 Park Ave., New York, NY 10178-0060

2. Insider Letter. VGAC, Sponsor and each Insider hereby agree as follows (and Credit Suisse, on its own behalf and as representative of the several Underwriters, hereby consents and agrees to the following):

(a) The Insider Letter provides in Section 1 thereof for certain requirements of Sponsor and the Insiders in respect of Business Combinations (as defined therein), including in respect of voting in favor thereof and forgoing redemption rights in respect thereof. The Transactions constitute a Business Combination and Sponsor and each Insider will comply with its, his or her respective obligations under such Section 1.

(b) The Insider Letter provides in Section 3 thereof for certain restrictions on transfer of any Units, Ordinary Shares (including, but not limited to, Founder Shares), Warrants or any securities convertible into, or exercisable, or exchangeable for, Ordinary Shares (as such terms are defined therein), during the period ending April 1, 2021. The entry into and performance of the Transaction Agreement and the agreements delivered in connection therewith or contemplated thereby, including this Agreement, and the conversion of the Class A Shares and Class B Shares into Class A Common Stock, respectively, in connection with the Domestication, are hereby permitted by, and shall not constitute a breach or violation of, Section 3 of the Insider Letter.

(c) The Insider Letter provides in Section 7 thereof for certain restrictions on Transfer of Founder Shares and Class A Ordinary Shares (as such terms are defined therein) issued upon conversion thereof until the expiration of certain time periods or the happening of certain prior events. Notwithstanding, and in precedence to, the Insider Letter, from and after the time and date of the Domestication, (i) references in the Insider Letter to the Class A Shares and Class B Shares (including by reference to Units, Founders Shares and Warrants, among other things) shall include the shares of Class A Common Stock issued upon conversion of such Class A Shares and Class B Shares in connection with the Domestication, and (ii) 30% of the number of Class B Shares of Sponsor, as further set forth under the heading "Earn-Out Shares" on Exhibit A attached hereto opposite such person's name on such Exhibit (assuming no stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event occurs between the date hereof and the Closing), shall no longer be subject to the restrictions on transfer set forth in the Insider Letter, but shall instead be subject to the provisions set forth in this Section 2(c) below (such shares, together with the shares of Class A Common Stock issued upon conversion of such shares in connection with the Domestication, the "Earn-Out Shares"), and the remaining 70% of such Class B Shares (and the shares of Class A Common Stock issued upon conversion of such shares in connection with the Domestication) and Private Placement Warrants (and the shares of Class A Common Stock issued upon exercise of such warrants) shall continue to be subject to the restrictions on transfer set forth in Section 7 of the Insider Letter for the time periods set forth therein. Earn-Out Shares shall continue to be Earn-Out Shares following their transfer to any permitted transferee under Section 7(c) of the Insider Letter. With respect to Sponsor's Earn-Out Shares the Sponsor agrees that it shall not Transfer such Earn-Out Shares until

(i), with respect to 50% of such Earn-Out Shares, such time as the Stock Price (as defined below) of the Class A Common Stock equals or exceeds $12.50 per share for any 20 Trading Days (as defined below) within any 30 Trading Day period after the Closing Date (as such term is defined in the Transaction Agreement), and (ii) with respect to 50% of such Earn-Out Shares, such time as the closing price of the Class A Common Stock equals or exceeds $15.00 per share for any 20 Trading Days within any 30 Trading Day period after the Closing Date. The foregoing restrictions on Transfer in respect of the Earn-Out Shares shall terminate and no longer be applicable upon the first to occur of (x) the seven-year anniversary of the Closing Date and (y) the date following the Closing Date on which the Surviving Delaware Corporation completes a liquidation, merger, amalgamation, capital stock exchange, reorganization or other similar transaction that results in all of the Surviving Delaware Corporation's Public Shareholders (as defined in the Insider Letter) having the right to exchange their shares of Class A Common Stock for cash, securities or other property (a "Liquidation Event"). As used herein, "Stock Price" means, on any date after the Closing, the closing sale price per share of Class A Common Stock reported as of 4:00 p.m., New York, New York time on such date by Bloomberg, or if not available on Bloomberg, as reported by Morningstar, and "Trading Day" means any day on which trading is generally conducted on the New York Stock Exchange or any other exchange on which the shares of Common Stock are traded and published. For the avoidance of doubt, Sponsor shall be entitled to vote its Earn-Out Shares and receive dividends and other distributions with respect to such Earn-Out Shares during any period of time that such shares are subject to restriction on transfer or sale hereunder. If Sponsor transfers Earn-Out Shares in compliance with Section 7(c) of the Insider Letter, the recipient shall deliver a customary joinder agreement in form and substance reasonably acceptable to VGAC and 23andMe, and become bound by the transfer restrictions and sale obligations set forth herein.

(d) If, between the Closing and a Liquidation Event, the outstanding shares of Class A Common Stock shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar transaction affecting the outstanding shares of Class A Common Stock, then any number, value (including dollar value) or amount contained herein which is based upon the number of shares of Class A Common Stock will be equitably adjusted for such dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar transaction. Any adjustment under this Section 2 shall become effective at the date and time that such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar transaction became effective. For the avoidance of doubt, the Transactions and the other transactions contemplated by the Transaction Agreement shall not constitute an event requiring an equitable adjustment hereunder.

3. Working Capital Loans. The Prospectus (as such term is defined in the Underwriting Agreement) permits loans made by the Sponsor or an affiliate of the Sponsor or any of the Company's officers or directors (each, a "Lender"), on such terms as to be determined by VGAC from time to time, to finance transaction costs in connection with an intended initial Business Combination ("Working Capital Loans"). Each of the Insider Letter, the Warrant Agreement and the Registration Rights Agreement contemplates that up to $1,500,000 of Working Capital Loans may be convertible into warrants at a price of $1.50 per warrant, at the option of the Lender. VGAC, Sponsor and each Insider, each on its own behalf and on behalf of its affiliates

(including the officers and directors of VGAC), hereby agrees, and shall take such necessary or appropriate actions so as to ensure, that each and any Working Capital Loan shall be repaid solely in cash, at or prior to the Closing, and that no Working Capital Loan will be converted into warrants or other securities (derivative or otherwise) of VGAC, notwithstanding any provisions of the Insider Letter, the Warrant Agreement or any other agreement to the contrary.

4. Registration Rights Agreement. Each of VGAC, Sponsor, and each Holder hereby agree that the Registration Rights Agreement is being amended and restated in its entirety, and superseded, in connection with the Closing, and until such time as the Closing occurs (or this Agreement is terminated in accordance with its terms), all references in the Registration Rights Agreement to the Founder Shares Lock-Up Period shall mean the period of restriction on Transfer of the Founder Shares set forth in Section 2(c) of this Agreement.

5. Anti-Dilution Adjustment Waiver. Sponsor, who is the holder of at least a majority of the outstanding Class B Shares, hereby waives on behalf of the holders of all Class B Shares, pursuant to and in compliance with the provisions of the Amended and Restated Memorandum and Articles of Association of VGAC (the "Articles"), any adjustment to the conversion ratio set forth in Section 17 of the Articles, and any rights to other anti-dilution protections with respect to the Class B Shares (or the shares of Class B Common Stock issued upon conversion thereof in connection with the Domestication), that may result from the PIPE Financing (as such term is defined in the Transaction Agreement) and/or the consummation of the Transactions.

6 Acknowledgment. Each Party understands and acknowledges that each of the other Parties is entering into the Transaction Agreement in reliance upon such Party's execution and delivery of this Agreement. Such Party has had the opportunity to read the Transaction Agreement, this Agreement and the Affected Agreements and has had the opportunity to consult with its tax and legal advisors in respect thereof.

7. Termination. This Agreement and all of its provisions shall automatically terminate and be of no further force or effect upon the termination of the Transaction Agreement in accordance with its terms. Upon such termination of this Agreement, all obligations of the Parties under this Agreement will terminate, without any liability or other obligation on the part of any Party to any person in respect hereof or the transactions contemplated hereby.

8. Governing Law. This Agreement, the rights and duties of the Parties, and any disputes (whether in contract, tort or statute) arising out of, under or in connection with this Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the District of Delaware or, if such court does not have jurisdiction, the Delaware state courts located in Wilmington, Delaware, in any action arising out of or relating to this Agreement. The Parties irrevocably agree that all such claims shall be heard and determined in such a Delaware federal or state court, and that such jurisdiction of such courts with respect thereto will be exclusive. Each Party hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding arising out of or relating to this Agreement that it is not subject to such jurisdiction, or that such action, suit or proceeding may not be brought or is not maintainable in

such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action, suit or proceeding in the manner provided in Section 14 or in such other manner as may be permitted by law, will be valid and sufficient service thereof.

9. Waiver of Jury Trial. To the extent not prohibited by applicable law that cannot be waived, each of the Parties irrevocably waives any right it may have to trial by jury in respect of any litigation based on, arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, verbal or written statement or action of any Party or thereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, statute, equity or otherwise. Each Party hereby further agrees and consents that any such litigation shall be decided by court trial without a jury and that the Parties to this Agreement may file a copy of this Agreement with any court as written evidence of the consent of the Parties to the waiver of their right to trial by jury.

10. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the Parties.

11. Specific Performance. The Parties agree that irreparable damage may 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 monetary damages may not be an adequate remedy for such breach and the non-breaching Party shall be entitled to injunctive relief, in addition to any other remedy that such Party may have in law or in equity, and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware. Without limiting the foregoing, each of the Parties acknowledges and agrees that 23andMe is a beneficiary of each of the provisions of this Agreement and has the right to enforce the same it its own name.

12. Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by all of the Parties.

13. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery; (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day (as such term is defined in the Transaction Agreement) following the date of delivery to such courier service; (c) if delivered by telecopy (with confirmation of delivery), on the date of transmission if on a Business Day before

5:00 p.m. local time of the recipient Party (otherwise on the next succeeding Business Day); (d) if delivered by electronic mail, on the date of transmission if on a Business Day before 5:00 p.m. local time of the business address of the recipient Party (otherwise on the next succeeding Business Day); and (e) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, in each case to the appropriate addresses or electronic mail addresses set forth below (or to such other addresses or electronic mail addresses as a Party may designate by notice to the other Parties in accordance with this Section 14):

(a) If to VGAC, to its address of record under the Transaction Agreement;

(b) If to Credit Suisse as representative of the several Underwriters, to its address of record under the Underwriting Agreement;

(c) If to the Sponsor or to the Insiders, to their respective addresses of record under the Insider Letter; and

(d) If to the Holders, to their respective addresses of record under the Registration Rights Agreement.

15. Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by facsimile or electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

16. Entire Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Affected Agreement, this Agreement shall control with respect to the subject matter thereof. This Agreement and the Transaction Agreement constitute the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties to the extent they relate in any way to the subject matter hereof.

[*Signature Page Follows*]

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

VGAC: VG ACQUISITION CORP.

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

CREDIT SUISSE: CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ John Hoffman
Name: John Hoffman
Title: Managing Director, ECM

Acting on behalf of itself and as the representative of the several Underwriters

SPONSOR: VG ACQUISITION SPONSOR LLC

By: Corvina Holdings Limited,
its manager

By: /s/ Clifton Struiken
Name: Clifton Struiken
Title: Alternate Director

INSIDERS:

/s/ Douglas R. Brown
DOUGLAS R. BROWN, individually

/s/ Teresa Briggs
TERESA BRIGGS, individually

/s/ James B. Lockhart III
JAMES B. LOCKHART III, individually

/s/ Evan Lovell
EVAN LOVELL, individually

/s/ Josh Bayliss
JOSH BAYLISS, individually

[*Signature Page to VGAC Letter Agreement (continues on following page)*]

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

23ANDME, INC.

By: /s/ Anne Wojcicki
Name: Anne Wojcicki
Title: Chief Executive Officer

[*Signature Page to VGAC Letter Agreement (continued)*]

Exhibit 10.2

Execution Version

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 4th day of February 2021, by and between VG Acquisition Corp., a Cayman Islands exempted company (the "**Issuer**"), and the undersigned ("**Subscriber**" or "**you**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Business Combination Agreement (as defined below).

WHEREAS, the Issuer, 23andMe, Inc., a Delaware corporation ("**23andMe**"), and the other parties named therein will, immediately following the execution of this Subscription Agreement, enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Business Combination Agreement**"), pursuant to which a wholly owned subsidiary of the Issuer will merge with and into 23andMe, with 23andMe surviving as a wholly owned subsidiary of the Issuer (together with the other transactions contemplated by the Business Combination Agreement, the "**Transactions**");

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from the Issuer, immediately following the conversion of the Issuer to a Delaware corporation, that number of shares of the Issuer's common stock (the "**Common Shares**") set forth on the signature page hereto (the "**Subscribed Shares**") for a purchase price of $10.00 per share, and for the aggregate purchase price set forth on the signature page hereto (the "**Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the Subscribed Shares in consideration of the payment of the Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and subject to the conditions set forth herein; and

WHEREAS, certain other "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**")) or "accredited investors" (within the meaning of Rule 501(a) under the Securities Act) (each, an "**Other Subscriber**") have, severally and not jointly, entered into separate subscription agreements with the Issuer that are substantially similar to this Subscription Agreement (the "**Other Subscription Agreements**"), pursuant to which such Other Subscribers have agreed to purchase Common Shares on the Closing Date (as defined below) at the same per share purchase price as Subscriber, and the aggregate amount of securities to be sold by the Issuer pursuant to this Subscription Agreement and the Other Subscription Agreements equals, as of the date hereof, 25,000,000 Common Shares.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

For ease of administration, this single Subscription Agreement is being executed so as to enable each Subscriber identified on the signature page to enter into a Subscription Agreement, severally, but not jointly. The parties agree that (i) this Subscription Agreement shall be treated as if it were a separate agreement with respect to each Subscriber listed on the signature page, as if each Subscriber entity had executed a separate Subscription Agreement naming only itself as Subscriber, and (ii) no Subscriber listed on the signature page shall have any liability under the

Subscription Agreement for the obligations of any Other Subscriber so listed. The decision of Subscriber to purchase the Subscribed Shares pursuant to this Subscription Agreement has been made by Subscriber independently of any Other Subscriber or any other investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Issuer, 23andMe or any of their respective subsidiaries which may have been made or given by any Other Subscriber or investor or by any agent or employee of any Other Subscriber or investor, and neither Subscriber nor any of its agents or employees shall have any liability to any Other Subscriber or investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or investor pursuant hereto or thereto, shall be deemed to constitute Subscriber and Other Subscribers or other investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Subscriber and Other Subscribers or other investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Subscriber acknowledges that no Other Subscriber has acted as agent for Subscriber in connection with making its investment hereunder and no Other Subscriber will be acting as agent of Subscriber in connection with monitoring its investment in the Subscribed Shares or enforcing its rights under this Subscription Agreement. Subscriber shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Subscriber or investor to be joined as an additional party in any proceeding for such purpose.

1. Subscription. Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees, upon the substantially concurrent consummation of the Transactions, to subscribe for and purchase, and the Issuer hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, the Subscribed Shares (such subscription and issuance, the "**Subscription**"). Notwithstanding anything herein to the contrary, the consummation of the Subscription is contingent upon the subsequent occurrence of the closing of the Transactions as further described herein. Each of the parties hereto acknowledge and agree that the Subscribed Shares that will be issued pursuant hereto shall be shares of common stock in a Delaware corporation (and not shares in a Cayman Islands exempted company).

2. Representations, Warranties and Agreements.

2.1. Subscriber's Representations, Warranties and Agreements. To induce the Issuer to issue the Subscribed Shares, Subscriber hereby represents and warrants to the Issuer and acknowledges and agrees with the Issuer, as of the date hereof and as of the Closing Date, as follows:

2.1.1. If Subscriber is not an individual, Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement. If Subscriber is an

individual, Subscriber has the authority to enter into, deliver and perform its obligations under this Subscription Agreement.

2.1.2. If Subscriber is not an individual, this Subscription Agreement has been duly authorized, validly executed and delivered by Subscriber. If Subscriber is an individual, the signature on this Subscription Agreement is genuine, and Subscriber has legal competence and capacity to execute the same. Assuming that this Subscription Agreement constitutes the valid and binding agreement of the Issuer, this Subscription Agreement is the valid and binding obligation of Subscriber, and is enforceable against Subscriber in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.1.3. The execution, delivery and performance by Subscriber of this Subscription Agreement and the consummation of the transactions contemplated herein do not and will not (i) if Subscriber is not an individual, result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries or (ii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber that would reasonably be expected to have a material adverse effect on the legal authority of Subscriber to enter into and timely perform its obligations under this Subscription Agreement (a "**Subscriber Material Adverse Effect**").

2.1.4. Subscriber (i) is (a) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" within the meaning of Rule 501(a) under the Securities Act, (b) an Institutional Account as defined in FINRA Rule 4512(c) and (c) a sophisticated institutional investor, experienced in investing in transactions of the type contemplated by this Subscription Agreement and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including Subscriber's participation in the purchase of the Subscribed Shares, in each case, satisfying the applicable requirements set forth on Schedule I, (ii) is acquiring the Subscribed Shares only for its own account and not for the account of others, or if Subscriber is subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a qualified institutional buyer, and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations, warranties and agreements herein on behalf of each owner of each such account, for investment purposes only and not with a view to any distribution of the Subscribed Shares in any manner that would violate the securities laws of the United States or any other applicable jurisdiction and (iii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule I following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Subscribed Shares.

2.1.5. Subscriber understands that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been registered under the Securities Act. Except in respect of any stock lending program, Subscriber understands that the Subscribed Shares may not be resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Issuer or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur solely outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that the Subscribed Shares shall be subject to a legend to such effect (provided that such legends will be eligible for removal upon compliance with the relevant resale provisions of Rule 144). Subscriber acknowledges that the Subscribed Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Subscribed Shares will be subject to the foregoing restrictions and, as a result, Subscriber may not be able to readily resell the Subscribed Shares and may be required to bear the financial risk of an investment in the Subscribed Shares for an indefinite period of time. Subscriber understands that it has been advised to consult independent legal counsel prior to making any offer, resale, pledge or transfer of any of the Subscribed Shares. Subscriber has determined based on its own independent review and such professional advice as it deems appropriate that the Subscribed Shares are a suitable investment for Subscriber, notwithstanding the substantial risks inherent in investing in or holding the Subscribed Shares.

2.1.6. Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants or agreements made to Subscriber by the Issuer, 23andMe, or any of their respective officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Subscription Agreement.

2.1.7. If Subscriber is an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Subscriber represents and warrants that its acquisition and holding of the Subscribed Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "**Similar Laws**").

2.1.8. In making its decision to purchase the Subscribed Shares, Subscriber represents that it has relied solely upon independent investigation made by Subscriber and the representations, warranties and covenants of the Issuer contained in this Subscription Agreement. Without limiting the generality of the foregoing, Subscriber

has not relied on any statements or other information provided by anyone (including Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. (collectively, in their capacity as placement agents, the "**Placement Agents**")), other than the Issuer and its representatives concerning the Issuer or the Subscribed Shares or the offer and sale of the Subscribed Shares. Subscriber acknowledges and agrees that Subscriber has received access to and has had an adequate opportunity to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the Issuer, 23andMe and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares. Subscriber represents and warrants it is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice you deem appropriate) with respect to the Transactions, the Subscribed Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuer and 23andMe including but not limited to all business, legal, regulatory, accounting, credit and tax matters. Subscriber further acknowledges that Subscriber has not relied upon the Placement Agents in connection with Subscriber's due diligence review of the offering of the Subscribed Shares and the Issuer.

2.1.9. Subscriber acknowledges and agrees that (a) it has been informed that each of the Placement Agents is acting solely as placement agent in connection with the Transactions and is not acting as an underwriter or in any other capacity in connection with the Subscriptions and is not and shall not be construed as a fiduciary for Subscriber in connection with the Transactions, (b) the Placement Agents have not made and will not make any representation or warranty, whether express or implied, of any kind or character and have not provided any advice or recommendation in connection with the Transactions, in each case, to Subscriber (c) the Placement Agents will have no responsibility to Subscriber with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the Transactions or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, condition (financial and otherwise), management, operations, properties or prospects of, the Issuer, 23andMe or the Transactions, and (d) the Placement Agents shall have no liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by Subscriber), whether in contract, tort or otherwise, to Subscriber, or to any person claiming through Subscriber, in respect of the Transactions. Subscriber further acknowledges that Citigroup Global Markets Inc. is acting as financial advisor to 23andMe in connection with the Transactions. Issuer and 23andMe are solely responsible for paying any fees or other commission owed to the Placement Agents in connection with the Transactions.

2.1.10. Subscriber became aware of this offering of the Subscribed Shares solely by means of direct contact between Subscriber and the Issuer or one of their

respective representatives. Subscriber did not become aware of this offering of the Subscribed Shares, nor were the Subscribed Shares offered to Subscriber, by any general solicitation. Subscriber acknowledges that the Issuer represents and warrants that the Subscribed Shares were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act.

2.1.11. Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of an investment in the Subscribed Shares.

2.1.12. Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC ("**OFAC List**"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. If Subscriber is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), Subscriber represents that it maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Subscribed Shares were legally derived.

2.1.13. If Subscriber is an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other Similar Laws or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "**Plan**"), Subscriber represents and warrants that neither the Issuer nor any of its affiliates (the "**Transaction Parties**") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Subscribed Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares.

2.1.14. Except as expressly disclosed in a Schedule 13D or Schedule 13G (or amendments thereto) filed by such Subscriber with the United States Securities and Exchange Commission (the "**Commission**") with respect to the beneficial ownership of the Issuer's securities, Subscriber is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any successor provision) acting for the purpose of acquiring, holding or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

2.1.15. Subscriber is not a foreign person (as defined in 31 C.F.R. Part 800.224) in which the national or subnational governments of a single foreign state have a substantial interest (as defined in 31 C.F.R. Part 800.244) and that will acquire a substantial interest in the Issuer as a result of the purchase and sale of Subscribed Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and no foreign person will have control (as defined in 31 C.F.R. Part 800.208) over the Issuer from and after the Closing as a result of the purchase and sale of the Subscribed Shares hereunder.

2.1.16. On each date the Purchase Price would be required to be funded to the Issuer pursuant to Section 3.1 Subscriber will have, sufficient immediately available funds to pay the Purchase Price pursuant to Section 3.1.

2.1.17. No broker, finder or other financial consultant has acted on behalf of Subscriber in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on the Issuer.

2.1.18. Subscriber agrees that, from the date of this Subscription Agreement until the Closing or the earlier termination of this Subscription Agreement, none of Subscriber, its controlled affiliates, or any person or entity acting on behalf of Subscriber or any of its controlled affiliates or pursuant to any understanding with Subscriber or any of its controlled affiliates will engage in any Short Sales with respect to securities of the Issuer. For the purposes hereof, "**Short Sales**" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), including through non-U.S. broker dealers or foreign regulated brokers.

2.2. Issuer's Representations, Warranties and Agreements. To induce Subscriber to purchase the Subscribed Shares, the Issuer hereby represents and warrants to Subscriber and agrees with Subscriber, as of the date hereof and as of the Closing Date, as follows:

2.2.1. The Issuer has been duly incorporated and is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, with all requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement. As of the Closing Date, the Issuer will be duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

2.2.2. The Subscribed Shares will be duly authorized and, when issued and delivered to Subscriber against full payment for the Subscribed Shares, will be free and clear of any liens or other restrictions whatsoever in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Subscribed Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights under the Issuer's constitutive agreements or applicable law.

2.2.3. This Subscription Agreement has been duly authorized, validly executed and delivered by the Issuer and, assuming that this Subscription Agreement constitutes the valid and binding obligation of the Subscriber, is the valid and binding obligation of the Issuer, and is enforceable against Issuer in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

2.2.4. The execution, delivery and performance of this Subscription Agreement (including compliance by the Issuer with all of the provisions hereof), the issuance and sale of the Subscribed Shares and the consummation of the other transactions contemplated herein, including the Transactions, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer or any of its subsidiaries pursuant to the terms of any indenture, mortgage, charge, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of the Issuer or 23andMe or their respective subsidiaries individually or taken as a whole and including the combined company after giving effect to the Transactions, or materially affects the validity or enforceability of the Subscribed Shares or the legal authority or other ability of the Issuer to enter into and timely perform its obligations under this Subscription Agreement (collectively, an "**Issuer Material Adverse Effect**"), (ii) result in any violation of the provisions of the organizational documents of the Issuer or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or

any of its subsidiaries or any of its properties that would reasonably be expected to have an Issuer Material Adverse Effect.

2.2.5. Neither the Issuer, nor any person acting on its behalf has, directly or indirectly, made any offers or sales of any security of the Issuer nor solicited any offers to buy any security under circumstances that would adversely affect reliance by the Issuer on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the issuance of the Subscribed Shares under the Securities Act.

2.2.6. Neither the Issuer, nor any person acting on its behalf has conducted any general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act, in connection with the offer or sale of any of the Subscribed Shares and neither the Issuer, nor any person acting on its behalf has offered any of the Subscribed Shares in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.7. Concurrently with the execution and delivery of this Subscription Agreement, the Issuer is entering into the Other Subscription Agreements providing for the sale of an aggregate of 25,000,000 Common Shares for an aggregate purchase price of $250,000,000 (including the Subscribed Shares purchased and sold under this Subscription Agreement). There are no Other Subscription Agreements, side letter agreements or other agreements or understandings (including written summaries of any oral understandings) with any Other Subscriber or any other investor or potential investor with respect to the purchase of equity securities of the Issuer (other than as described in the last sentence of this Section 2.2.7 and pursuant to the Business Combination Agreement) which include terms and conditions (economic or otherwise) that are materially more advantageous to any such Other Subscriber, investor or potential investor (as compared to Subscriber). The Other Subscription Agreements have not been amended or modified in any material respect following the date of this Subscription Agreement. This Section 2.2.7 shall not apply to any purchase of any equity securities of the Issuer by the Anne Wojcicki Foundation, by the sponsor of VG Acquisition Corp., or any of their respective affiliates.

2.2.8. As of the date of this Subscription Agreement and as of immediately prior to the Transactions, the authorized share capital of the Issuer consists of 200,000,000 Class A ordinary shares, 20,000,000 Class B ordinary shares and 1,000,000 preference shares, $0.0001 par value each. All issued and outstanding ordinary shares of the Issuer have been duly authorized and validly issued, are fully paid, non-assessable and are not subject to preemptive or similar rights. Except as set forth above and pursuant to the Other Subscription Agreements and the Business Combination Agreement, there are no outstanding, and between the date hereof and the Closing, the Issuer will not issue, sell or cause to be outstanding any (a) shares, equity interests or voting securities of the Issuer, (b) securities of the Issuer convertible into or exchangeable for shares or other equity interests or voting securities of the Issuer, (c) options, warrants or other rights (including preemptive rights) or agreements, arrangements or

commitments of any character, whether or not contingent, of the Issuer to subscribe for, purchase or acquire from any individual, entity or other person, and no obligation of the Issuer to issue, any ordinary shares of the Issuer, or any other equity interests or voting securities in the Issuer or any securities convertible into or exchangeable or exercisable for such shares or other equity interests or voting securities, (d) equity equivalents or other similar rights of or with respect to the Issuer, or (e) obligations of the Issuer to repurchase, redeem, or otherwise acquire any of the foregoing securities, shares, options, equity equivalents, interests or rights. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than as contemplated by the Business Combination Agreement and the Transaction Agreements (as defined in the Business Combination Agreement). There are no securities or instruments issued by or to which the Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Subscribed Shares or (ii) the shares to be issued pursuant to any Other Subscription Agreement that have not been or will not be validly waived on or prior to the closing of the Transactions.

2.2.9. Assuming the accuracy of Subscriber's representations and warranties set forth in Section 2.1 of this Subscription Agreement, (i) no registration under the Securities Act is required for the offer and sale of the Subscribed Shares by the Issuer to Subscriber and (ii) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Issuer in connection with the consummation of the transactions contemplated by this Subscription Agreement, except for filings pursuant to Regulation D of the Securities Act and applicable state securities laws and filings required to consummate the Transactions as provided under the Business Combination Agreement.

2.2.10. There are no pending or, to the knowledge of the Issuer, threatened, suits, claims, actions, or proceedings, which, if determined adversely, would, individually or in the aggregate, reasonably be expected to have an Issuer Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon the Issuer, which would, individually or in the aggregate, reasonably be expected to have an Issuer Material Adverse Effect.

2.2.11. The Issuer is in compliance with all applicable laws, except where such non-compliance would not reasonably be expected to be material. The Issuer has not received any written communication from a governmental entity, exchange or self regulatory organization that alleges that the Issuer is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, be reasonably expected to be material.

2.2.12. The Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory

organization or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement (including, without limitation, the issuance of the Subscribed Shares), other than (i) filings with the Commission, (ii) filings required by applicable state securities laws, (iii) filings required in accordance with Section 4, (iv) those required by the New York Stock Exchange (the "**NYSE**") or Nasdaq, and (v) filings, the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, an Issuer Material Adverse Effect.

2.2.13. At Closing, the Issuer will be classified as a domestic corporation for U.S. federal income tax purposes.

2.2.14. The Issuer made available to Subscriber (including via the Commission's EDGAR system) a true, correct and complete copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other documents filed by the Issuer with the Commission prior to the date of this Subscription Agreement (the "**SEC Documents**"), which SEC Documents, as of their respective filing dates, complied in all material respects with the requirements of the Exchange Act applicable to the SEC Documents and the rules and regulations of the Commission promulgated thereunder and applicable to the SEC Documents. As of their respective dates, all SEC Documents required to be filed by the Issuer with the Commission prior to the date hereof complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder. None of the SEC Documents filed under the Exchange Act, contained, when filed or, if amended prior to the date of this Subscription Agreement, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Issuer makes no such representation or warranty with respect to the registration statement on Form S-4 to be filed by the Issuer with respect to the Transactions or any other information relating to 23andMe or any of its affiliates included in any SEC Document or filed as an exhibit thereto. The Issuer has timely filed each report, statement, schedule, prospectus, and registration statement that the Issuer was required to file with the Commission since its inception and through the date hereof. There are no material outstanding or unresolved comments in comment letters from the Commission staff with respect to any of the SEC Documents.

2.2.15. No broker, finder or other financial consultant has acted on behalf of the Issuer in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on Subscriber.

2.2.16. The Issuer is not, and immediately after receipt of payment for the Subscribed Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3. Settlement Date and Delivery.

3.1. Closing. The closing of the Subscription contemplated hereby (the "**Closing**") shall occur on the date of, and immediately prior to (but subject to), the consummation of the Transactions (the date of the Closing, the "**Closing Date**"). Upon written notice from (or on behalf of) the Issuer to Subscriber (the "**Closing Notice**") at least five (5) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Transactions to be satisfied (the "**Expected Closing Date**"), upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 3, Subscriber shall deliver to the Issuer, the Purchase Price for the Subscribed Shares, (i) no later than two (2) Business Days prior to the Expected Closing Date by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Closing Notice, such funds to be held by the Issuer in escrow until the Closing, or (ii) to an account specified by the Issuer and as otherwise mutually agreed by the Subscriber and the Issuer ("**Alternative Settlement Procedures**"). For the avoidance of doubt, mutually agreeable Alternative Settlement Procedures shall include, without limitation, the Subscriber delivering to the Issuer on the Closing Date the Purchase Price for the Subscribed Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice against delivery to the undersigned of the Subscribed Shares. On the Closing Date, the Issuer shall issue to Subscriber (or the funds and accounts designated by Subscriber if so designated by Subscriber, or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, the Subscribed Shares, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), which Subscribed Shares, unless otherwise determined by the Issuer, shall be uncertificated, with record ownership reflected only in the register of shareholders of the Issuer and shall, prior to Subscriber delivering the funds on the Closing Date as provided in clause (i), provide evidence of such issuance from the Issuer's transfer agent showing Subscriber as the owner of the Subscribed Shares on and as of the Closing Date. If the Transactions are not consummated within one (1) Business Day after the Expected Closing Date, the Issuer shall promptly (but no later than one (1) Business Day thereafter) return the Purchase Price to Subscriber by wire transfer of United States dollars in immediately available funds to an account specified by Subscriber, and the Subscribed Shares shall be cancelled. Notwithstanding such return, (i) a failure to close on the Expected Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 3 to be satisfied or waived on or prior to the Closing Date, and (ii) unless and until this Subscription Agreement is terminated in accordance with Section 5 hereof, Subscriber shall remain obligated (A) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice and (B) to consummate the Closing upon satisfaction of the conditions set forth in this Section 3. For purposes of this Subscription Agreement, "**Business Day**" means any day that, in New York, New York, is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close.

3.2. Conditions to Closing of the Issuer.

The Issuer's obligations to sell and issue the Subscribed Shares at the Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by the Issuer, on or prior to the Closing Date, of each of the following conditions:

3.2.1. Representations and Warranties Correct. The representations and warranties made by Subscriber in Section 2.1 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions.

3.2.2. Compliance with Covenants. Subscriber shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by Subscriber at or prior to the Closing.

3.2.3. Closing of the Transactions. All conditions precedent to each of the Issuer's and 23andMe's obligations to consummate, or cause to be consummated, the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Business Combination Agreement (other than those conditions that may only be satisfied at the consummation of the Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Transactions), and the Transactions will be consummated immediately following the Closing.

3.2.4. Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the consummation of the Subscription.

3.3. Conditions to Closing of Subscriber.

Subscriber's obligation to purchase the Subscribed Shares at the Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Closing Date, of each of the following conditions:

3.3.1. Representations and Warranties Correct. The representations and warranties made by the Issuer in Section 2.2 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all

respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions.

3.3.2. Compliance with Covenants. The Issuer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Issuer at or prior to the Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Issuer to consummate the Closing.

3.3.3. Closing of the Transactions. All conditions precedent to the consummation of the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Business Combination Agreement (other than those conditions that may only be satisfied at the consummation of the Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Transactions), and the Transactions will be consummated immediately following the Closing.

3.3.4. Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting consummation of the transactions contemplated by this Subscription Agreement or the Transactions and no such governmental authority shall have instituted or threatened in writing a proceeding seeking to impose any such restraint or prohibition (except in the case of a governmental authority located outside the United States where such restraint or prohibition would not be reasonably expected to result in in Issuer Material Adverse Effect)..

3.3.5. Amendment of Business Combination Agreement. The terms of the Business Combination Agreement shall not have been amended in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber (in its capacity as such) would reasonably expect to receive under this Subscription Agreement in a manner disproportionate to other stockholders of the Issuer unless the Subscriber has consented in writing to such amendment.

3.3.6. Listing. No suspension of the qualification of the Common Shares for offering or sale or trading in any jurisdiction, and no suspension or removal from listing of the Common Shares on the NYSE or Nasdaq, and no initiation or threatening of any proceedings for any of such purposes or delisting, shall have occurred, and the Subscribed Shares shall be approved for listing on the NYSE or Nasdaq, as applicable, subject to official notice of issuance.

4. Registration Statement.

4.1. The Issuer agrees that, within thirty (30) calendar days after the consummation of the Transactions (the "**Filing Date**"), the Issuer will file with the Commission (at the Issuer's sole cost and expense) a registration statement (the "**Registration Statement**")

registering the resale of the Subscribed Shares (the "**Registrable Securities**"), and the Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing Date and (ii) the 5th Business Day after the date the Issuer 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 (such earlier date, the "**Effectiveness Date**"); provided, however, that the Issuer's obligations to include the Registrable Securities in the Registration Statement are contingent upon Subscriber furnishing a completed and executed selling shareholders questionnaire in customary form to the Issuer that contains the information required by Commission rules for a Registration Statement regarding Subscriber, the securities of the Issuer held by Subscriber and the intended method of disposition of the Registrable Securities to effect the registration of the Registrable Securities, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement, if applicable, as permitted hereunder; provided, that Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Registrable Securities. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Issuer of its obligations to file or effect the Registration Statement as set forth above in this Section 4. For purposes of this Section 4, Registrable Securities shall include, as of any date of determination, the Subscribed Shares and any other equity security of the Issuer issued or issuable with respect to the Subscribed Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. The Issuer will provide a draft of the Registration Statement to Subscriber for review at least two (2) business days in advance of filing the Registration Statement. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the Commission. Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the Subscribed Shares proposed to be registered for resale under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Subscribed Shares by the applicable shareholders or otherwise, (i) such Registration Statement shall register for resale such number of Subscribed Shares which is equal to the maximum number of Subscribed Shares as is permitted by the Commission and (ii) the number of Subscribed Shares to be registered for each selling shareholder named in the Registration Statement shall be reduced pro rata among all such selling shareholders; and as promptly as practicable after being permitted to register additional Subscribed Shares under Rule 415 under the Securities Act, the Issuer shall amend the Registration Statement or file a new Registration Statement to register such Subscribed Shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable.

4.2. In the case of the registration effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Issuer shall:

4.2.1. except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earlier of the following: (i) Subscriber ceases to hold any Registrable Securities and (ii) the date all Registrable Securities held by Subscriber may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable);

4.2.2. advise Subscriber, as promptly as practicable but in any event within three (3) Business Days:

(a) when a Registration Statement or any post-effective amendment thereto has become effective;

(b) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(c) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Registrable Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(d) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in (a) through (d) above constitutes material, nonpublic information regarding the Issuer;

4.2.3. use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

4.2.4. upon the occurrence of any event contemplated in Section 4.2.2(d), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

4.2.5. use its commercially reasonable efforts to cause all Subscribed Shares to be listed on each securities exchange or market, if any, on which the Issuer's common stock is then listed.

4.2.6. (a) use its commercially reasonable efforts to cause the removal of the restrictive legends from (i) any Subscribed Shares being sold under the Registration Statement, (ii) at the time of sale of such Registrable Securities pursuant to Rule 144 and (iii) at the request of a Holder (defined below) at such time as any Registrable Securities held by such Holder may be sold by such Holder without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions, and (b) request its legal counsel to deliver an opinion, if necessary, to the transfer agent to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, in each case upon the receipt of customary representations and other documentation, if any, from the Holder as reasonably requested by the Issuer, its counsel or the transfer agent, establishing that restrictive legends are no longer required. "Holder" shall mean Subscriber or any affiliate of Subscriber to which the rights under this Section 4 shall have been assigned.

4.3. Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, (i) as may be necessary in connection with the preparation and filing of a post-effective amendment to the Registration Statement following the filing of the Issuer's Annual Report on Form 10-K, or (ii) if the filing, effectiveness or continued use of any Registration Statement would require the Issuer to make any public disclosure of material non-public information, which disclosure, in the good faith determination of the board of directors of the Issuer, after consultation with counsel to the Issuer, (a) would be required to be made in any Registration Statement in order for the applicable Registration Statement not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) the Issuer has a bona fide business purpose for not making such information public (each such circumstance, a "**Suspension Event**"); provided, however, that the Issuer may not delay or suspend the Registration Statement on more than two occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt of

any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Subscribed Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer except (A) for disclosure to Subscriber's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential and (C) as required by law. If so directed by the Issuer, Subscriber will deliver to the Issuer or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Subscribed Shares in Subscriber's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Subscribed Shares shall not apply (i) to the extent Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

4.4. Subscriber may deliver written notice (including via email in accordance with Section 6.3 (an "Opt-Out Notice") to the Issuer requesting that Subscriber not receive notices from the Issuer otherwise required by Section 4.3; *provided*, *however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Issuer in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 4.4) and the related suspension period remains in effect, the Issuer will so notify Subscriber, within one (1) business day of Subscriber's notification to the Issuer, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event immediately upon its availability.

4.5. The parties agree that:

4.5.1. The Issuer shall, not withstanding the termination of this Subscription Agreement, indemnify and hold harmless, to the extent permitted by law,

Subscriber (to the extent a seller under the Registration Statement), the officers, directors, agents, partners, members, managers, shareholders, affiliates, employees and investment advisers of each Subscriber, each person who controls such Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the officers, directors, partners, members, managers, shareholders, agents, affiliates, employees and investment advisers of each such controlling from and against any and all out-of-pocket losses, claims, damages, liabilities, costs and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) (collectively, "**Losses**"), as incurred, that arise out of or are based upon any untrue or alleged untrue statement of material fact contained in any Registration Statement (or incorporated by reference therein), prospectus included in any Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Issuer by or on behalf of Subscriber expressly for use therein or Subscriber has omitted a material fact from such information; provided, however, that the indemnification contained in this Section 4.5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner, (C) as a result of offers or sales effected by or on behalf of any person by means of a "free writing prospectus" (as defined in Rule 405 under the Securities Act) that was not authorized in writing by the Issuer, or (D) in connection with any offers or sales effected by or on behalf of Subscriber in violation of Section 4.3 hereof. The Issuer shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 4 of which the Issuer is aware.

4.5.2. Subscriber agrees, severally and not jointly with any person that is a party to the Other Subscription Agreements, to indemnify and hold harmless, to the extent permitted by law, the Issuer, its directors, officers, employees and agents and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) against any and all Losses, as incurred, that arise out of or are based upon any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto or arising out of or relating to any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in

any information or affidavit so furnished in writing by such Subscriber expressly for use therein; provided, however, that the indemnification contained in this Section 4.5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary herein, in no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares purchased pursuant to this Subscription Agreement giving rise to such indemnification obligation.

4.5.3. Any person entitled to indemnification herein shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (2) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent. An indemnifying party who elects not to assume the defense of a claim shall 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 legal counsel to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.5.4. The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party and shall survive the transfer of the Subscribed Shares purchased pursuant to this Subscription Agreement.

4.5.5. If the indemnification provided under this Section 4.5 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or

indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.5 from any person who was not guilty of such fraudulent misrepresentation. In no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares purchased pursuant to this Subscription Agreement giving rise to such contribution obligation.

5. Termination. This Subscription 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 earliest to occur of (i) such date and time as the Business Combination Agreement is validly terminated in accordance with its terms, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement and (iii) at the election of Subscriber after September 30, 2021 if the Closing shall not have occurred; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Issuer shall promptly notify Subscriber of the termination of the Business Combination Agreement promptly after the termination of such agreement.

6. Miscellaneous.

6.1. Further Assurances. At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Subscription as contemplated by this Subscription Agreement.

6.1.1. Subscriber acknowledges that the Issuer will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Issuer if any of the acknowledgments, understandings, agreements, representations and warranties made by Subscriber set forth herein are no longer accurate in all material respects. The Issuer acknowledges that Subscriber will rely on the acknowledgments, understandings, agreements, representations and warranties made by the Issuer contained in this Subscription Agreement.

6.1.2. Each of the Issuer and Subscriber is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

6.1.3. The Issuer may request from Subscriber such additional information as the Issuer may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Subscribed Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent within Subscriber's possession and control or otherwise readily available to Subscriber, provided that the Issuer agrees to keep confidential any such information provided by Subscriber.

6.1.4. Each of Subscriber and the Issuer shall pay all of its own respective expenses in connection with this Subscription Agreement and the transactions contemplated herein (it being agreed that all expenses related to the Registration Statement are for the account of the Issuer to the extent provided in Section 4).

6.1.5. Each of Subscriber and the Issuer shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Transactions.

6.2. Subscriber hereby acknowledges and agrees that, except in respect of any stock lending program, it will not, nor will any person acting at Subscriber's direction or pursuant to any understanding with Subscriber (including Subscriber's controlled affiliates), directly or indirectly, offer, sell, pledge, contract to sell, sell any option in, or engage in hedging activities or execute any "short sales" (as defined in Rule 200 of Regulation SHO under the Exchange Act) with respect to, any Subscribed Shares or any securities of the Issuer or any instrument exchangeable for or convertible into any Subscribed Shares or any securities of the Issuer until the consummation of the Transactions (or such earlier termination of this Subscription Agreement in accordance with its terms). Notwithstanding the foregoing, (i) nothing herein shall prohibit any entities under common management with Subscriber that have no knowledge of this Subscription Agreement or of Subscriber's participation in the transactions contemplated hereby (including Subscriber's controlled affiliates and/or affiliates) from entering into any short sales; (ii) in the case of a Subscriber that is a multimanaged investment vehicle whereby separate portfolio managers manage separate portions of such Subscriber's assets and the portfolio managers have no knowledge of the investment decisions made by the portfolio managers managing other portions of such Subscriber's assets, this Section 6.2 shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares covered by this Subscription Agreement.

6.3. Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) Business Days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Subscriber, to such address or addresses set forth on the signature page hereto;

(ii) if to the Issuer, to:

VG Acquisition Corp.
65 Bleecker Street, 6th Floor
New York, NY
Attention: General Counsel
Email: james.cahillane@virgin.com

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Derek Dostal, Lee Hochbaum, William Aaronson
Email: derek.dostal@davispolk.com
lee.hochbaum@davispolk.com
william.aaronson@davispolk.com

6.4. Entire Agreement. This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, including any commitment letter entered into relating to the subject matter hereof.

6.5. Modifications and Amendments. This Subscription Agreement may not be amended, modified, supplemented or waived except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought (and in the case where the Issuer's consent is required, also signed by 23andMe).

6.6. Assignment. Neither this Subscription Agreement nor any rights, interests or obligations that may accrue to the parties hereunder (including Subscriber's rights to purchase the Subscribed Shares) may be transferred or assigned without the prior written consent of the Issuer; provided that Subscriber's rights and obligations hereunder may be assigned to any fund or account managed by the same investment manager as Subscriber, without the prior consent of the Issuer, provided that such assignee(s) agrees in writing to be bound by the terms hereof, and upon such assignment by a Subscriber, the assignee(s) shall become Subscriber hereunder and have the rights and obligations and be deemed to make the representations and warranties of Subscriber provided for herein to the extent of such assignment; provided further that, no assignment shall relieve the assigning party of any of its obligations hereunder, including any assignment to any fund or account managed by the same investment manager as Subscriber.

6.7. Benefit. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to

be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. This Subscription Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns, except that the Placement Agents shall be third-party beneficiaries to the representations and warranties made by the Issuer and Subscriber in this Subscription Agreement.

6.8. Governing Law. This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

6.9. Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware, "**Chosen Courts**"), in connection with any matter based upon or arising out of this Subscription Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 6.3 and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 6.9, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

6.10. Severability. If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining

provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6.11. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.12. Remedies.

6.12.1. The parties agree that irreparable damage would occur if this Subscription Agreement is not performed or the Closing is not consummated in accordance with its specific terms or is otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the parties hereto shall be entitled to equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement in an appropriate court of competent jurisdiction as set forth in Section 6.9, this being in addition to any other remedy to which any party is entitled at law or in equity, including money damages. The right to specific enforcement shall include the right of the parties hereto to cause the other parties hereto to cause the transactions contemplated hereby to be consummated on the terms and subject to the conditions and limitations set forth in this Subscription Agreement. The parties hereto further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 6.12 is unenforceable, invalid, contrary to applicable law or inequitable for any reason and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

6.12.2. The parties acknowledge and agree that this Section 6.12 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

6.13. Survival of Representations and Warranties and Covenants. All representations and warranties made by the parties hereto, and all covenants and other agreements of the parties hereto, in this Subscription Agreement shall survive the Closing. For the avoidance of doubt, if for any reason the Closing does not occur prior to the consummation

of the Transactions, all representations, warranties, covenants and agreements of the parties hereunder shall survive the consummation of the Transactions and remain in full force and effect.

6.14. Headings and Captions. The headings and captions of the various subdivisions of this Subscription Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

6.15. Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

6.16. Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Subscription Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto 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 hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant. All references in this Subscription Agreement to numbers of shares, per share amounts and purchase prices shall be appropriately adjusted to reflect any stock split, stock dividend, stock combination, recapitalization or the like occurring after the date hereof.

6.17. Mutual Drafting. This Subscription Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and shall not be construed for or against any party hereto.

7. Cleansing Statement; Disclosure.

7.1. The Issuer shall, by 9:00 a.m., New York City time, on the first (1st) Business Day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "**Disclosure Document**") disclosing all material terms of the transactions contemplated hereby and by the Other Subscription Agreements and the Transactions and any other material nonpublic information that the Issuer or its officers, directors, employees or agents has provided to Subscriber prior to the filing of the Disclosure Document. Upon the issuance of the Disclosure

Document, to the actual knowledge of the Issuer, Subscriber shall not be in possession of any material, non-public information received from the Issuer or any of its officers, directors, employees or agents, and Subscriber shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral, with the Issuer, the Placement Agents or any of their respective affiliates, relating to the transactions contemplated by this Subscription Agreement.

7.2. The Issuer shall not (and shall cause its officers, directors, employees and agents not to) publicly disclose the name of Subscriber or any affiliate or investment adviser of Subscriber, or include the name of Subscriber or any affiliate or investment adviser of Subscriber without the prior written consent (including by e-mail) of Subscriber (i) in any press release or marketing materials, or (ii) in any filing with the Commission or any regulatory agency or trading market, except as required by the federal securities laws, rules or regulations and to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under regulations of the NYSE, in which case the Issuer shall provide Subscriber with prior written notice (including by e-mail) of such permitted disclosure, and shall reasonably consult with Subscriber regarding such disclosure.

8. Trust Account Waiver. In addition to the waiver of the Issuer pursuant to Section 7.03 of the Business Combination Agreement, and notwithstanding anything to the contrary set forth herein, each of the Issuer and Subscriber acknowledges that the Issuer has established a trust account containing the proceeds of its initial public offering and from certain private placements (collectively, with interest accrued from time to time thereon, the "**Trust Account**"). Each of the Issuer and Subscriber agrees that (i) it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account, and (ii) it shall have no right of set-off or any right, title, interest or claim of any kind ("**Claim**") to, or to any monies in, the Trust Account, in each case in connection with this Subscription Agreement, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have in connection with this Subscription Agreement; provided, however, that nothing in this Section 8 shall be deemed to limit Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of securities of the Issuer, including, but not limited to, any redemption right with respect to any such securities of the Issuer. In the event Subscriber has any Claim against the Issuer under this Subscription Agreement, Subscriber shall pursue such Claim solely against the Issuer and its assets outside the Trust Account and not against the property or any monies in the Trust Account. Subscriber agrees and acknowledges that such waiver is material to this Subscription Agreement and has been specifically relied upon by the Issuer to induce the Issuer to enter into this Subscription Agreement and Subscriber further intends and understands such waiver to be valid, binding and enforceable under applicable law.

9. Non-Reliance. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation, other than the representations and warranties of the Issuer expressly set forth in this Subscription Agreement or in the SEC Documents, in making its investment or decision to invest in the Issuer. Subscriber agrees that no Other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of the Issuer's capital stock (including the controlling persons, officers, directors, partners, agents or employees of any such Subscriber)

shall be liable to any Other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of the Issuer's capital stock for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Subscribed Shares hereunder.

10. Rule 144. From and after such time as the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may allow Subscriber to sell securities of the Issuer to the public without registration are available to holders of the Issuer's shares of common stock and for so long as the Subscriber holds the Subscribed Shares, the Issuer agrees to:

10.1. make and keep public information available, as those terms are understood and defined in Rule 144; and

10.2. file with the Commission in a timely manner all reports and other documents required of the Issuer under the Securities Act and the Exchange Act so long as the Issuer remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144.

If the Subscribed Shares are eligible to be sold without restriction under, and without the Issuer being in compliance with the current public information requirements of, Rule 144 under the Securities Act, then at Subscriber's request, the Issuer will cause its transfer agent to remove the applicable restrictive legend. In connection therewith, if required by the Issuer's transfer agent, the Issuer will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Subscribed Shares without any such legend; provided that, notwithstanding the foregoing, Issuer will not be required to deliver any such opinion, authorization, certificate or direction if it reasonably believes that removal of the legend could result in or facilitate transfers of securities in violation of applicable law.

11. Massachusetts Business Trust. If Subscriber is a Massachusetts Business Trust, a copy of the Agreement and Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Subscriber or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Subscriber or any affiliate thereof individually but are binding only upon Subscriber or any affiliate thereof and its assets and property.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Issuer and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

VG ACQUISITION CORP.

By: /s/ _____
Name:
Title:

Accepted and agreed this 4th day of February, 2021.

SUBSCRIBER:

Signature of Subscriber:
By: _____
Name:
Title:

Signature of Joint Subscriber, if applicable:
By: _____
Name:
Title:

Date: February 4, 2021

Name of Subscriber: _____
(Please print. Please indicate name and
Capacity of person signing above)

Name of Joint Subscriber, if applicable: _____
(Please print. Please indicate name and
Capacity of person signing above)

_____

Name in which securities are to be registered
(if different from the name of Subscriber listed directly above):
Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Subscriber's EIN: _____
Business Address-Street:

Joint Subscriber's EIN: _____
Mailing Address-Street (if different):

City, State, Zip:
Attn:
Telephone No.: _____
Facsimile No.: _____

City, State, Zip:
Attn:
Telephone No.: _____
Facsimile No.: _____

Aggregate Number of Subscribed Shares subscribed for:

_____

Aggregate Purchase Price: $_____.

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds, to be held in escrow until the Closing, to the account specified by the Issuer in the Closing Notice.

SCHEDULE I

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS

(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "**QIB**")).

2. ☐ We are subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS

(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D;

☐ Any entity in which all of the equity owners are "accredited investors";

☐ Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status, such as a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82) and an Investment Adviser Representative license (Series 65);

☐ Any "family office" as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 which was not formed for the purpose of investing in the Company, has assets under management in excess of $5,000,000 and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

☐ Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office, whose prospective investment in the Company is directed by such family office, and such family office is one (i) with assets under management in excess of $5,000,000, (ii) that was not formed for the specific purpose of investing in the Company, and (iii) whose prospective investment in the Company is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of such prospective investment.

SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is made as of February 4, 2021, by and among (i) VG Acquisition Corp., a Cayman Islands corporation ("VGAC"), (ii) VG Acquisition Sponsor LLC, a Cayman Islands corporation ("Sponsor"), (iii) 23andMe, Inc., a Delaware corporation (the "Company"), and (iv) the undersigned Company stockholders, each of whom is as of the date of this Agreement either a director or officer of the Company, or a five percent (5%) or greater stockholder of the Company, and who together hold less than 100% of the outstanding voting capital stock of the Company (the "Company Stockholders" and, together with Sponsor, the "Voting Parties" and each a "Voting Party").

WHEREAS, contemporaneously with the execution and delivery of this Agreement, VGAC and the Company, and the other persons party thereto, have entered into an Agreement and Plan of Merger (as amended or modified from time to time, the "Transaction Agreement"), whereby the parties intend to effect a business combination between VGAC and the Company, on the terms and subject to the conditions set forth therein (collectively, the "Transactions").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein, the term "Voting Shares" shall mean, taken together, (i) all securities of VGAC beneficially owned (as such term is defined in Rule 13d-3 under the Exchange Act, excluding shares of stock underlying unexercised options or warrants, but including any shares of stock acquired upon exercise of such options or warrants) ("Beneficially Owned") by any Voting Party, including any and all securities of VGAC acquired and held in such capacity subsequent to the date hereof ("VGAC Voting Shares") and (ii) all securities of the Company Beneficially Owned by any Voting Party, including any and all securities of the Company acquired and held in such capacity subsequent to the date hereof (the "Company Voting Interests"). Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Transaction Agreement.

2. Representations and Warranties of the Voting Parties. Each Voting Party on its own behalf hereby represents and warrants to the other parties hereto, severally and not jointly, with respect to such Voting Party (and not as to any other Person) and such Voting Party's ownership of its Voting Shares set forth on Annex A as follows:

a. Authority. If Voting Party is a legal entity, Voting Party is an entity duly organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction in which it is incorporationed, organized or constituted, and has all requisite power and authority to enter into this Agreement, to perform fully Voting Party's obligations hereunder and to consummate the transactions contemplated hereby. If Voting Party is a natural person, Voting Party has the legal capacity to enter into this Agreement. If Voting Party is a legal entity, this Agreement has been duly authorized, executed and delivered by Voting Party. This Agreement constitutes a valid and binding obligation of Voting Party enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency,

reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

b. No Consent. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Voting Party is required in connection with the execution, delivery and performance of this Agreement. If Voting Party is a natural person, no consent of such Voting Party's spouse is necessary under any "community property" or other laws for the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. If Voting Party is a trust, no consent of any beneficiary is required for the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

c. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with the terms hereof, will violate, conflict with or result in a breach of, or constitute a default (with or without notice or lapse of time or both) under any provision of, Voting Party's organizational documents, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to Voting Party or to Voting Party's property or assets (including the Voting Shares) that would reasonably be expected to prevent or delay the consummation of the Transactions or that would reasonably be expected to prevent Voting Party from fulfilling its obligations under this Agreement.

d. Ownership of Shares. Voting Party (i) Beneficially Owns its Voting Shares free and clear of all Liens and (ii) has the sole power to vote or caused to be voted its Voting Shares and the sole power of dispositon and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of its Voting Shares. Except pursuant hereto and pursuant to (A), with respect to VGAC and Sponsor, (1) the VGAC Governing Document and (2) that certain letter agreement, dated as of October 1, 2020, by and between VGAC, Sponsor and each of the Insiders (as defined therein); and (B), with respect to the Company and the Company Stockholders, (1) that certain Eighth Amended and Restated Investors' Rights Agreement, dated as of December 9, 2020 (the "Investor Rights Agreement"), by and among the Company, certain Company Stockholders and the other stockholders of the Company party thereto; (2) that certain Eighth Amended and Restated Voting Agreement, dated as of December 9, 2020 (the "Voting Agreement"), by and among the Company, certain Company Stockholders and the other stockholders of the Company party thereto; (3) that certain Seventh Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of December 9, 2020 (the "ROFR Agreement" and, together with the Investor Rights Agreement, the Voting Agreement, and any other similar agreements or side letters between the Company and Voting Parties relating to management rights, board observer rights or similar arrangements, the "Company Affiliate Agreements"), by and among the Company, certain Company Stockholders and the other stockholders of the Company party thereto; (4) the Amended and Restated Certificate of Incorporation of the Company (the "Company Charter"); and (5) the Amended and Restated Bylaws of the Company, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Voting Party is a party relating to the pledge, acquisition, disposition, transfer or voting of Voting Shares prior to the consummation of the Transactions and there are no voting trusts or

voting agreements with respect to the Voting Shares. Voting Party does not Beneficially Own (i) any Voting Shares other than the Voting Shares set forth on Annex A or (ii) any options, warrants or other rights to acquire any additional Company Voting Interests or shares of common stock of VGAC ("VGAC Common Stock") or any security exercisable for or convertible into Company Voting Interests or shares of VGAC Common Stock, other than as set forth on Annex A.

e. No Litigation. There is no Action pending against, or, to the knowledge of Voting Party, threatened against, Voting Party that would reasonably be expected, individually or in the aggregate, to materially impair or materially adversely affect the ability of Voting Party to perform Voting Party's obligations hereunder or to consummate the transactions contemplated by this Agreement. None of Voting Party or any of its Affiliates is subject to any Governmental Order that would reasonably be expected, individually or in the aggregate, to materially impair or materially adversely affect the ability of Voting Party to perform Voting Party's obligations hereunder or to consummate the transactions contemplated by this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy; Further Assurances.

a. Each Voting Party shall during the term of this Agreement vote or cause to be voted the VGAC Voting Shares that he, she or it Beneficially Owns, at every meeting of the stockholders of VGAC at which such matters are considered and at every adjournment or postponement thereof: (i) in favor of (A) the approval of the Transactions and the Transaction Agreement and the other transactions contemplated thereby, (B) any proposal to adjourn or postpone such meeting of the stockholders of VGAC to a later date if there are not sufficient votes to approve the Transactions, and (C) an amendment of VGAC's governing documents to extend the outside date for consummating the Transactions, if applicable; (ii) against any action, proposal, transaction or agreement that could reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of VGAC or Merger Sub under the Transaction Agreement; and (iii) against (A) any proposal or offer from any Person (other than the Company or any of its Affiliates) concerning (1) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving VGAC, or (2) the issuance or acquisition of shares of capital stock or other equity securities of VGAC (other than as contemplated by the Transaction Agreement); and (B) any action, proposal, transaction or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Transactions or the fulfillment of VGAC's conditions under the Transaction Agreement or change in any manner the voting rights of any class of shares of VGAC (including any amendments to VGAC's certificate of incorporation or bylaws other than in connection with the Transactions).

b. Each Voting Party shall during the term of this Agreement (x) vote or cause to be voted the Company Voting Interests he, she or it Beneficially Owns, at every meeting (or in connection with any request for action by written consent) of the stockholders of the Company at which such matters are considered and at every adjournment or postponement thereof, and (y) execute a written consent or consents if the stockholders of the Company are requested to vote their voting interests through the execution of an action by written consent, in each case to the extent such Company Voting Interests are entitled to vote thereon pursuant to the Company Charter Documents: (i) in favor of (A) the Transaction Agreement and the other transactions contemplated thereby; (B) any proposal to adjourn or postpone such meeting of the Company to a later date if there are not sufficient votes to approve the Transactions; (C) the conversion of the Company's outstanding shares of preferred stock into common stock immediately prior to, and contingent upon, the consummation of the Transactions; and (D) the termination of the Company Affiliate Agreements, immediately prior to, and contingent upon, the consummation of the Transactions; and (ii) against (A) any proposal or offer from any Person (other than VGAC or any of its Affiliates) concerning (1) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company or any Company Subsidiary, (2) the issuance or acquisition of shares of capital stock or other equity securities of the Company or any Company Subsidiary, or (3) the sale, lease, exchange or other disposition of any significant portion of the Company or any Company Subsidiary's properties or assets; (B) any action, proposal, transaction or agreement which could reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company or any Company Subsidiary under the Transaction Agreement; and (C) any action, proposal, transaction or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Transactions or the fulfillment of the Company or any Company Subsidiary's conditions under the Transaction Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company Charter Documents), except as contemplated by this Agreement.

c. (1) Each of the undersigned holding Company Voting Interests (each, a "Company Holder") hereby appoints Anne Wojcicki and Steve Schoch and any designee of Ms. Wojcicki and Mr. Schoch, and each of them individually, and (2) each holder of VGAC Common Stock (each, a "VGAC Holder") hereby appoints Josh Bayliss and Evan Lovell and any designee of Josh Bayliss and Evan Lovell, and each of them individually, as its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Voting Shares in accordance with Sections 3(a) and 3(b). This proxy and power of attorney is given to secure the performance of the duties of Voting Party under this Agreement. Each Voting Party shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Voting Party shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Voting Party with respect to the Voting Shares. The power of attorney granted by Voting Party herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Voting Party. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

d. From time to time, at the request of the Company, each Company Holder shall take, and at the request of VGAC, each VGAC Holder shall take, all such further actions, as may be necessary or appropriate to, in the most expeditious manner reasonably practicable, effect the purposes of this Agreement, and execute customary documents incident to the consummation of the Transactions.

4. No Voting Trusts or Other Arrangement. Each Voting Party agrees that during the term of this Agreement Voting Party will not, and will not permit any entity under Voting Party's control

to, deposit any Voting Shares in a voting trust, grant any proxies with respect to the Voting Shares or subject any of the Voting Shares to any arrangement with respect to the voting of the Voting Shares. Each Voting Party hereby revokes any and all previous proxies and attorneys in fact with respect to the Voting Shares.

5. Transfer and Encumbrance. Each Voting Party agrees that during the term of this Agreement Voting Party will not, directly or indirectly, transfer (including by operation of law), sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("Transfer") any of his, her or its Voting Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of, any of his, her or its Voting Shares or Voting Party's voting or economic interest therein. Any attempted Transfer of Voting Shares or any interest therein in violation of this Section 5 shall be null and void. This Section 5 shall not prohibit a Transfer of Voting Shares by any Voting Party to (a) an executive officer or director of VGAC, (b) a Person holding more than 5% of the voting equity securities of the Company or VGAC, (c) any investment fund or other entity controlled or managed by or under common management or control with such Voting Party or affiliates of such Voting Party, (d) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of such Voting Party, or (e) if such Voting Party is a corporation, limited liability company, partnership, trust or other entity, any stockholder, member, partner or trust beneficiary as part of a distribution; provided, however, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to VGAC and the Company, to be bound by all of the terms of this Agreement.

6. Appraisal and Dissenters' Rights. Each Voting Party hereby (i) waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Transactions that Voting Party may have by virtue of ownership of the Company Voting Interests and (ii) agrees not to commence or participate in any claim, derivative or otherwise, against the Company relating to the negotiation, execution or delivery of this Agreement or the Transaction Agreement or the consummation of the Transactions, including any claim (1) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (2) alleging a breach of any fiduciary duty of the Board of Directors of the Company in connection with this Agreement, the Transaction Agreement or the Transactions.

7. Redemption and Registration Rights. Each VGAC Holder agrees not to exercise any right to redeem any VGAC Voting Shares Beneficially Owned as of the date hereof or acquired and held in such capacity subsequent to the date hereof.

8. Termination. This Agreement shall automatically terminate upon the earliest to occur of (i) the Effective Time and (ii) the date on which the Transaction Agreement is terminated in accordance with its terms. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, that nothing in this Section 8 shall relieve any party of liability for any willful breach of this Agreement occurring prior to termination.

9. No Agreement as Director or Officer. Each Voting Party is signing this Agreement solely in its capacity as a stockholder of VGAC or the Company, as applicable. No Voting Party makes

any agreement or understanding in this Agreement in such Voting Party's capacity (or in the capacity of any Affiliate, partner or employee of Voting Party) as a director or officer of VGAC, the Company or any of their respective subsidiaries (if Voting Party holds such office). Nothing in this Agreement will limit or affect any actions or omissions taken by a Voting Party in his, her or its capacity as a director or officer of VGAC or the Company, and no actions or omissions taken in any Voting Party's capacity as a director or officer shall be deemed a breach of this Agreement. Nothing in this Agreement will be construed to prohibit, limit or restrict a Voting Party from exercising his or her fiduciary duties as an officer or director to VGAC, the Company or their respective stockholders, as applicable.

10. Specific Enforcement. Monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto and, accordingly, this Agreement shall be specifically enforceable, in addition to any other remedy to which such injured party is entitled at law or in equity, and any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach or an award of specific performance is not an appropriate remedy for any reason at law or equity and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

11. Entire Agreement. This Agreement and the Transaction Agreement supersede all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contain the entire agreement among the parties with respect to the subject matter hereof. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or, in the case of a waiver, by the party against whom the waiver is to be effective. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

12. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the next Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on Annex A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12).

13. Miscellaneous.

a. *Governing Law*. This Agreement, the rights and duties of the parties hereto, and any disputes (whether in contract, tort or statute) arising out of, under or in connection with this Agreement will be governed by and construed and enforced in accordance with the laws of the

State of Delaware, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the District of Delaware or, if such court does not have jurisdiction, the Delaware state courts located in Wilmington, Delaware, in any action arising out of or relating to this Agreement. The parties hereto irrevocably agree that all such claims shall be heard and determined in such a Delaware federal or state court, and that such jurisdiction of such courts with respect thereto will be exclusive. Each party hereto hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding arising out of or relating to this Agreement that it is not subject to such jurisdiction, or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. The parties hereto hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action, suit or proceeding in the manner provided in Section 12 or in such other manner as may be permitted by law, will be valid and sufficient service thereof.

b. *Waiver of Jury Trial*. To the extent not prohibited by applicable law that cannot be waived, each of the parties hereto irrevocably waives any right it may have to trial by jury in respect of any litigation based on, arising out of, under or in connection with this Agreement, including but not limited to any course of conduct, course of dealing, oral or written statement or action of any party hereto.

c. *Severability*. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

d. *Counterparts*. This Agreement may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic, facsimile or portable document format shall be effective as delivery of a mutually executed counterpart to this Agreement.

e. *Titles and Headings*. The titles, captions and table of contents in this Agreement are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Agreement or otherwise affect the meaning or interpretation of this Agreement.

f. *Assignment; Successors and Assigns; No Third Party Rights*. Except as otherwise provided herein, this Agreement may not, without the prior written consent of the other parties hereto, be assigned by operation of law or otherwise, and any attempted assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

g. *Further Assurances*. Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Support Agreement as of the date first written above.

PARENT:

VG ACQUISITION CORP.

Name: _____
By: _____
Title: _____

SPONSOR:

VG ACQUISITION SPONSOR LLC

Name: _____
By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Support Agreement as of the date first written above.

COMPANY:

23ANDME, INC.

Name: _____
By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Support Agreement as of the date first written above.

[INDIVIDUAL/ENTITY]

By: _____
[Signature]

Name: _____
[Print Name of Signatory]

Title: _____
[Print Title of Signatory]

Annex A

Voting Interests

Company and Company Stockholders

Name	Address	Voting Interests		
Company				
[_____]				
[_____]				
[_____]				
[_____]				

VGAC and Sponsor

Name	Address	Voting Interests		
		[Class A common stock	Class B common stock	Warrants (for Class A common stock)]
VG Acquisition Corp.		n/a	n/a	n/a
VG Acquisition Sponsor LLC				

Exhibit 10.4

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

by and among

23andMe Holding Co.,

and

THE STOCKHOLDERS THAT ARE SIGNATORIES HERETO

Dated as of February 4, 2021

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AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of February 4, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made and entered into by and among (i) 23andMe Holding Co., a Delaware corporation domesticated from VG Acquisition Corp., a Cayman Islands exempted company (the "Company"), (ii) the stockholders of the Company party hereto (the "Stockholders") and (iii) any person or entity who hereafter becomes a party to this Agreement pursuant to Section 4.6 of this Agreement (each, a "Holder" and collectively with the Stockholders, the "Holders").

RECITALS:

WHEREAS, the Company, VGAC Merger Sub, a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), and 23andMe, Inc., a Delaware corporation ("23andMe"), have entered into an Agreement and Plan of Merger, dated as of February 4, 2021 (as amended from time to time on or prior to the date hereof, the "Merger Agreement"), pursuant to which Merger Sub has merged with and into 23andMe with 23andMe continuing as the surviving entity and a subsidiary of the Company (the "Merger");

WHEREAS, the Company and VG Acquisition Sponsor LLC, a Cayman Island limited liability company and a Stockholder (the "Sponsor") are parties to that certain Registration and Shareholder Rights Agreement, dated as of October 1, 2020 (the "Original Registration Rights Agreement"), which shall be amended and restated by this Agreement;

WHEREAS, following the closing of the Merger (the "Closing"), the Sponsor and the other Stockholders owned shares of Class A Common Stock, par value $0.0001 per share of the Company (the "Class A Common Stock"), Class A Common Stock Equivalents (as defined herein), shares of Class B Common Stock, par value $0.0001 per share of the Company (the "Class B Common Stock"), which are convertible on a share for share basis into shares of Class A Common Stock, and/or Class B Common Stock Equivalents (as defined herein);

WHEREAS, each of the Stockholders (other than the Sponsor, Corvina Holdings Limited and Anne Wojcicki Foundation) beneficially owns at least 5% of the Common Stock; and

WHEREAS, in connection with the Merger, the Company has agreed to provide the registration rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

Section 1. Certain Definitions. As used herein, the following terms shall have the following meanings:

"Additional Piggyback Rights" has the meaning ascribed to such term in Section 2.3(a).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with, such Person. For the purposes of this definition "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such

specified Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, neither the Company nor any Person controlled by the Company shall be deemed to be an Affiliate of any Holder.

"Agreement" has the meaning ascribed to such term in the Preamble.

"Automatic shelf registration statement" has the meaning ascribed to such term in Section 2.4.

"Board" means the Board of Directors of the Company.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"Claims" has the meaning ascribed to such term in Section 2.9(a).

"Class A Common Stock" has the meaning ascribed to such term in the recitals.

"Class A Common Stock Equivalents" means all shares of Class B Common Stock, all Class B Common Stock Equivalents, and all options, warrants and other securities convertible into, or exchangeable or exercisable for (at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions to which such securities may be subject), shares of Class A Common Stock (including any note or debt security convertible into or exchangeable for shares of Class A Common Stock).

"Class B Common Stock" has the meaning ascribed to such term in the recitals.

"Class B Common Stock Equivalents" means all options, warrants and other securities convertible into, or exchangeable or exercisable for (at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions to which such securities may be subject), shares of Class B Common Stock (including any note or debt security convertible into or exchangeable for shares of Class B Common Stock).

"Common Stock" means all shares existing or hereafter authorized of the Class A Common Stock and Class B Common Stock, and any class of common stock of the Company and any and all securities of any kind whatsoever which may be issued after the date hereof in respect of, or in exchange for, such shares of common stock of the Company pursuant to a merger, consolidation, stock split, stock dividend or recapitalization of the Company or otherwise.

"Company" has the meaning ascribed to such term in the Preamble.

"Confidential Information" has the meaning ascribed to such term in Section 4.15.

"Demand Exercise Notice" has the meaning ascribed to such term in Section 2.1(b)(i).

"Demand Registration" has the meaning ascribed to such term in Section 2.1(b)(i).

"Demand Registration Period" has the meaning ascribed to such term in Section 2.1(b)(i).

"Demand Registration Request" has the meaning ascribed to such term in Section 2.1(b)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC issued under such Act, as they may from time to time be in effect.

"Expenses" means any and all fees and expenses incident to the Company's performance of or compliance with Section 2, including: (i) SEC, stock exchange, FINRA and all other registration and filing fees and all listing fees and fees with respect to the inclusion of securities on the Nasdaq or on any other U.S. or non-U.S. securities market on which the Registrable Securities are listed or quoted, (ii) fees and expenses of compliance with state securities or "blue sky" laws of any state or jurisdiction of the United States or compliance with the securities laws of foreign jurisdictions and in connection with the preparation of a "blue sky" survey, including reasonable fees and expenses of outside "blue sky" counsel and securities counsel in foreign jurisdictions, (iii) word processing, printing and copying expenses, (iv) messenger and delivery expenses, (v) expenses incurred in connection with any road show, (vi) fees and disbursements of counsel for the Company, (vii) with respect to each registration or underwritten offering, the reasonable fees and disbursements of one counsel for the Initiating Holder and one counsel for all other Participating Holder(s) collectively (selected by the holders of a majority of the Registrable Securities held by such other Participating Holder(s)), together in each case with any local counsel, provided that expenses payable by the Company pursuant to this clause (vii) shall not exceed (1) $150,000 for the first registration pursuant to this Agreement and (2) $100,000 for each subsequent registration, (viii) fees and disbursements of all independent public accountants (including the expenses of any opinion and/or audit/review and/or "comfort" letter and updates thereof) and fees and expenses of other Persons, including special experts, retained by the Company, (ix) fees and expenses payable to a Qualified Independent Underwriter (but expressly excluding any underwriting discounts and commissions), (x) fees and expenses of any transfer agent or custodian, (xi) any other fees and disbursements of underwriters, if any, customarily paid by issuers or sellers of securities, including reasonable fees and expenses of counsel for the underwriters in connection with any filing with or review by FINRA (but expressly excluding any underwriting discounts and commissions) and (xii) rating agency fees and expenses.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Initiating Holders" has the meaning ascribed to such term in Section 2.1(b)(i).

"Joinder Agreement" means a writing in the form set forth in Exhibit A hereto whereby a new Holder of Registrable Securities becomes a party to, and agrees to be bound, to the same extent as its transferor, as applicable, by the terms of this Agreement.

"Majority Participating Holders" means Participating Holders holding more than 50% of the Registrable Securities proposed to be included in any offering of Registrable Securities by such Participating Holders pursuant to Section 2.1 or Section 2.2.

"Manager" means the lead managing underwriter of an underwritten offering.

"Merger Agreement" has the meaning ascribed to such term in the Recitals.

"Merger Sub" has the meaning ascribed to such term in the Recitals.

"Minimum Threshold" means $50.0 million.

"Opt-Out Request" has the meaning ascribed to such term in Section 4.16.

"Participating Holders" means all Holders of Registrable Securities which are proposed to be included in any offering of Registrable Securities pursuant to Section 2.1 or Section 2.2.

"Person" means any individual, firm, corporation, company, limited liability company, partnership, trust, joint stock company, business trust, incorporated or unincorporated association, joint venture, governmental authority or other legal entity of any nature whatsoever.

"Piggyback Notice" has the meaning ascribed to such term in Section 2.2(a).

"Piggyback Shares" has the meaning ascribed to such term in Section 2.3(a)(ii).

"Postponement Period" has the meaning ascribed to such term in Section 2.1(c).

"Qualified Independent Underwriter" means a "qualified independent underwriter" within the meaning of FINRA Rule 5121.

"Registrable Securities" means (a) any shares of Class A Common Stock held by the Holders at any time (including those held as a result of, or issuable upon, the conversion or exercise of Class A Common Stock Equivalents) or any other equity security other than Class B Common Stock or Class B Common Stock Equivalents (including warrants to purchase shares of Class A Common Stock), whether now owned or acquired by the Holders at a later time, (b) any shares of Class A Common Stock or any other equity security other than Class B Common Stock or Class B Common Stock Equivalents (including warrants to purchase shares of Class A Common Stock) issued or issuable, directly or indirectly, in exchange for or with respect to the Common Stock or any other equity security (including warrants to purchase shares of Class A Common Stock) referenced in clause (a) above by way of stock dividend, stock split or combination of shares or in connection with a reclassification, recapitalization, merger, share exchange, consolidation or other reorganization and (c) any securities other than Class B Common Stock or Class B Common Stock Equivalents issued in replacement of or exchange for any securities described in clause (a) or (b) above. Class B Common Stock and Class B Common Stock Equivalents shall not constitute Registrable Securities hereunder. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (including upon conversion, exercise or exchange of any equity interests but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person shall not be required to convert, exercise or exchange such equity interests (or otherwise acquire such Registrable Securities) to participate in any registered offering hereunder until the closing of such offering. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) such securities shall have been disposed of in compliance with the requirements of Rule 144, (C) such securities have been sold in a public offering of securities or (D) such securities have ceased to be outstanding.

"Rule 144" have the meaning ascribed to such term in Section 4.2.

"SEC" means the U.S. Securities and Exchange Commission or such other federal agency which at such time administers the Securities Act.

"Section 2.3(a) Sale Number" has the meaning ascribed to such term in Section 2.3(a).

"Section 2.3(b) Sale Number" has the meaning ascribed to such term in Section 2.3(b).

"Section 2.3(c) Sale Number" has the meaning ascribed to such term in Section 2.3(c).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC issued under such Act, as they may from time to time be in effect.

"Shelf Registrable Securities" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Shelf Registration Statement" has the meaning ascribed to such term in Section 2.1(a)(i).

"Shelf Underwriting" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Shelf Underwriting Initiating Holders" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Shelf Underwriting Notice" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Shelf Underwriting Request" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Subsidiary" means any direct or indirect subsidiary of the Company on the date hereof and any direct or indirect subsidiary of the Company organized or acquired after the date hereof.

"Underwritten Block Trade" has the meaning ascribed to such term in Section 2.1(a)(ii).

"Valid Business Reason" has the meaning ascribed to such term in Section 2.1(c).

"WKSI" means a "well-known seasoned issuer" (as defined in Rule 405 of the Securities Act).

Section 2. Registration Rights.

2.1. Demand Registrations.

(a) (1) As soon as practicable but no later than thirty (30) calendar days following the closing of the Merger (the "Filing Date"), the Company shall prepare and file with the SEC a shelf registration statement under Rule 415 of the Securities Act (such registration statement, a "Shelf Registration Statement") covering the resale of all the Registrable Securities (determined as of two business days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof and no later than the earlier of (x) the ninetieth (90th) calendar day following the Filing Date if the Commission notifies the Company that it will "review" the Shelf Registration

Statement and (y) the tenth (10th) business day after the date the Company is notified in writing by the SEC that such Shelf Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf Registration Statement shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain the Shelf Registration Statement in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf Registration Statement continuously effective, available for use to permit all Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Shelf Registration Statement on Form S-1, the Company shall use its commercially reasonable efforts to convert such Shelf Registration Statement to a Shelf Registration Statement on Form S-3 as soon as practicable after the Company is eligible to use Form S-3.

(ii) Subject to Section 2.1(c) and the provisions below with respect to the Minimum Threshold, following the expiration of any applicable lock-up agreement, each Holder (or Holders) shall have the right at any time and from time to time to elect to sell all or any part of its Registrable Securities pursuant to an underwritten offering pursuant to the Shelf Registration Statement by delivering a written request therefor to the Company specifying the number of Registrable Securities to be included in such registration and the intended method of distribution thereof. The Holder or Holders shall make such election by delivering to the Company a written request (a "Shelf Underwriting Request") for such underwritten offering specifying the number of Registrable Securities that the Holder or Holders desire to sell pursuant to such underwritten offering (the "Shelf Underwriting"). With respect to any Shelf Underwriting Request, the Holder or Holders making such demand shall be referred to as the "Shelf Underwriting Initiating Holders". As promptly as practicable, but no later than two (2) Business Days after receipt of a Shelf Underwriting Request, the Company shall give written notice (the "Shelf Underwriting Notice") of such Shelf Underwriting Request to the Holders of record of other Registrable Securities registered on such Shelf Registration Statement ("Shelf Registrable Securities"). The Company, subject to Sections 2.3 and 2.6, shall include in such Shelf Underwriting (x) the Registrable Securities of the Shelf Underwriting Initiating Holders and (y) the Shelf Registrable Securities of any other Holder of Shelf Registrable Securities which shall have made a written request to the Company for inclusion in such Shelf Underwriting (which request shall specify the maximum number of Shelf Registrable Securities intended to be disposed of by such Holder) within five (5) days after the receipt of the Shelf Underwriting Notice. The Company shall, as expeditiously as possible (and in any event within fifteen (15) Business Days after the receipt of a Shelf Underwriting Request), but subject to Section 2.1(b), use its reasonable best efforts to effect such Shelf Underwriting. The Company shall, at the request of any Shelf Underwriting Initiating Holder or any other Holder of Registrable Securities registered on such Shelf Registration Statement, file any prospectus supplement or, if the applicable Shelf Registration Statement is an automatic shelf registration statement, any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Shelf Underwriting Initiating Holders or any other Holder of Shelf Registrable Securities to effect such Shelf Underwriting. Notwithstanding anything to the contrary in this Section 2.1(a)(ii), each Shelf Underwriting must include, in the aggregate, Registrable Securities having an aggregate market value of at least the Minimum Threshold (based on the

Registrable Securities included in such Shelf Underwriting by all Participating Holders). In connection with any Shelf Underwriting (including an Underwritten Block Trade), the Shelf Underwriting Initiating Holders shall have the right to designate the Manager and each other managing underwriter in connection with any such Shelf Underwriting or Underwritten Block Trade; provided that in each case, each such underwriter is reasonably satisfactory to the Company, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if a Shelf Underwriting Initiating Holder wishes to engage in an underwritten block trade or similar transaction or other transaction with a 2-day or less marketing period (collectively, "Underwritten Block Trade") off of a Shelf Registration Statement, then notwithstanding the foregoing time periods, such Shelf Underwriting Initiating Holder only needs to notify the Company of the Underwritten Block Trade two (2) Business Days prior to the day such offering is to commence and the Holders of record of other Registrable Securities shall not be entitled to notice of such Underwritten Block Trade and shall not be entitled to participate in such Underwritten Block Trade.

(b) (2) At any time first anniversary of the Closing Date that a Shelf Registration Statement as required by Section 2.1(a) is not available for use by the Holders (a "Demand Registration Period") other than pursuant to Section 2.1ii), subject to this Section 2.1(b) and Sections 2.1(c) and 2.3) and the provisions below with respect to the Minimum Threshold, at any time and from time to time during such Demand Registration Period, each Holder (or Holders) shall have the right to require the Company to effect one or more registration statements under the Securities Act covering all or any part of its Registrable Securities by delivering a written request therefor to the Company specifying the number of Registrable Securities to be included in such registration and the intended method of distribution thereof. Any such request by any Holder or Holders pursuant to this Section 2.1(b)(i) is referred to herein as a "Demand Registration Request," and the registration so requested is referred to herein as a "Demand Registration" (with respect to any Demand Registration, the Investor(s) making such demand for registration being referred to as the "Initiating Holders"). Subject to Section 2.1(c), the Holders shall be entitled to request (and the Company shall be required to effect) an unlimited number of Demand Registrations. The Company shall give written notice (the "Demand Exercise Notice") of such Demand Registration Request to each of the Holders of record of Registrable Securities in accordance with Section 2.2, and, subject to Sections 2.3 and 2.6, shall include in a Demand Registration (x) the Registrable Securities of the Initiating Holders and (y) the Registrable Securities of any other Holder of Registrable Securities which shall have made a written request to the Company for inclusion in such registration pursuant to Section 2.2. Notwithstanding anything to the contrary in this Section 2.1(b)(i), each Demand Registration must include, in the aggregate, Registrable Securities having an aggregate market value of at least the Minimum Threshold (based on the Registrable Securities included in such Demand Registration by all Holders participating in such Demand Registration). In connection with any Demand Registration, the Initiating Holder shall have the right to designate the Manager and each other managing underwriter in connection with any underwritten offering pursuant to such registration; provided that in each case, each such underwriter is reasonably satisfactory to the Company, which approval shall not be unreasonably withheld or delayed.

(ii) The Company shall, as expeditiously as possible, but subject to Section 2.1(c), use its reasonable best efforts to (x) file or confidentially submit with the SEC (no later than (A) sixty (60) days from the Company's receipt of the applicable Demand Registration

Request if the Demand Registration is on Form S-1 or similar long-form registration and or (B) thirty (30) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-3 or any similar short-form registration), (y) cause to be declared effective as soon as reasonably practicable such registration statement under the Securities Act that includes the Registrable Securities which the Company has been so requested to register for distribution in accordance with the intended method of distribution, and (z) if requested by the Initiating Holders, obtain acceleration of the effective date of the registration statement relating to such registration.

(c) Notwithstanding anything to the contrary in Section 2.1(a) or Section 2.1(b), the Shelf Underwriting and Demand Registration rights granted in Section 2.1 (a) and Section 2.1(b) are subject to the following limitations: (i) the Company shall not be required to cause a registration statement filed pursuant to Section 2.1(b) to be declared effective within a period of ninety (90) days after the effective date of any other registration statement of the Company filed pursuant to the Securities Act (other than a Form S-4, Form S-8 or a comparable form or an equivalent registration form then in effect); (ii) the Company shall not be required to effect more than three (3) Demand Registrations on Form S-1 or any similar long-form registration statement at the request of the Holders in the aggregate; (iii) if the Board, in its good faith judgment, determines that any registration of Registrable Securities or Shelf Underwriting should not be made or continued because it would materially and adversely interfere with any existing or potential financing, acquisition, corporate reorganization, merger, share exchange or other transaction or event involving the Company or any of its subsidiaries or would otherwise result in the public disclosure of information that the Board in good faith has a bona fide business purpose for keeping confidential (a "Valid Business Reason"), then (x) the Company may postpone filing or confidentially submitting a registration statement relating to a Demand Registration Request or a prospectus supplement relating to a Shelf Underwriting Request until five (5) Business Days after such Valid Business Reason no longer exists, but in no event for more than forty five (45) days after the date the Board determines a Valid Business Reason exists or (y) if a registration statement has been filed or confidentially submitted relating to a Demand Registration Request or a prospectus supplement has been filed relating to a Shelf Underwriting Request, if the Valid Business Reason has not resulted in whole or in part from actions taken or omitted to be taken by the Company (other than actions taken or omitted with the consent of the Initiating Holder (not to be unreasonably withheld or delayed)), the Company may, to the extent determined in the good faith judgment of the Board to be reasonably necessary to avoid interference with any of the transactions described above, suspend use of or, if required by the SEC, cause such registration statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such registration statement until five (5) Business Days after such Valid Business Reason no longer exists, but in no event for more than forty five (45) days after the date the Board determines a Valid Business Reason exists (such period of postponement or withdrawal under this clause (iv), the "Postponement Period"). The Company shall give written notice to the Initiating Holders or Shelf Underwriting Initiating Holders and any other Holders that have requested registration pursuant to Section 2.2 of its determination to postpone or suspend use of or withdraw a registration statement and of the fact that the Valid Business Reason for such postponement or suspension or withdrawal no longer exists, in each case, promptly after the occurrence thereof; provided, however, that the Company shall not be entitled to more than two (2) Postponement Periods during any twelve (12) month period.

Each Holder of Registrable Securities agrees that, upon receipt of any notice from the Company that the Company has determined to suspend use of, withdraw, terminate or postpone amending or supplementing any registration statement pursuant to clause (c)(iii) above, such Holder will discontinue its disposition of Registrable Securities pursuant to such registration statement. If the Company shall have suspended use of, withdrawn or terminated a registration statement filed under Section 2.1(b)(i) (whether pursuant to clause (c)(iii) above or as a result of any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court), the Company shall not be considered to have effected a Demand Registration for the purposes of this Agreement and such request shall not count as a Demand Registration Request under this Agreement until the Company shall have permitted use of such suspended registration statement or filed a new registration statement covering the Registrable Securities covered by the withdrawn or terminated registration statement and such registration statement shall have been declared effective and shall not have been withdrawn. If the Company shall give any notice of suspension, withdrawal or postponement of a registration statement, the Company shall, not later than five (5) Business Days after the Valid Business Reason that caused such suspension, withdrawal or postponement no longer exists (but, with respect to a suspension, withdrawal or postponement pursuant to clause (c)(iii) above, in no event later than forty five (45) days after the date of the suspension, postponement or withdrawal), as applicable, permit use of such suspended registration statement or use its reasonable best efforts to effect the registration under the Securities Act of the Registrable Securities covered by the withdrawn or postponed registration statement in accordance with this Section 2.1 (unless the Initiating Holders or Shelf Underwriting Initiating Holders shall have withdrawn such request, in which case the Company shall not be considered to have effected a Demand Registration for the purposes of this Agreement and such request shall not count as a Demand Registration Request under this Agreement), and following such permission or such effectiveness such registration shall no longer be deemed to be suspended, withdrawn or postponed pursuant to clause (iv) of Section 2.1(c) above.

(d) No Demand Registration shall be deemed to have occurred for purposes of Section 2.1(b) (i) if the registration statement relating thereto (x) does not become effective, (y) is not maintained effective for a period of at least one hundred eighty (180) days after the effective date thereof or such shorter period during which all Registrable Securities included in such Registration Statement have actually been sold (provided, however, that such period shall be extended for a period of time equal to the period any Holder of Registrable Securities refrains from selling any securities included in such Registration Statement at the request of the Company or an underwriter of the Company), or (z) is subject to a stop order, injunction, or similar order or requirement of the SEC during such period, (ii) for each Initiating Holder, if less than seventy five percent (75%) of the Registrable Securities requested by such Initiating Holder to be included in such Demand Registration are not so included pursuant to Section 2.3, (iii) if the method of disposition is a firm commitment underwritten public offering and less than seventy five percent (75%) of the applicable Registrable Securities have not been sold pursuant thereto (excluding any Registrable Securities included for sale in the underwriters' overallotment option) or (iv) if the conditions to closing specified in any underwriting agreement, purchase agreement or similar agreement entered into in connection with the registration relating to such request are not satisfied (other than as a result of a default or breach thereunder by such Initiating Holder(s) or its Affiliates or are otherwise waived by such Initiating Holder(s)).

(e) Any Initiating Holder may withdraw or revoke a Demand Registration Request delivered by such Initiating Holder at any time prior to the effectiveness of such Demand Registration by giving written notice to the Company of such withdrawal or revocation and such Demand Registration shall have no further force or effect and such request shall not count as a Demand Registration Request under this Agreement.

2.2. Piggyback Registrations.

(a) If the Company proposes or is required to register any of its equity securities for its own account or for the account of any other shareholder under the Securities Act (other than pursuant to registrations on Form S-4 or Form S-8 or any similar successor forms thereto), the Company shall give written notice (the "Piggyback Notice") of its intention to do so to each of the Holders of record of Registrable Securities, at least five (5) Business Days prior to the filing of any registration statement under the Securities Act. Notwithstanding the foregoing, the Company may delay any Piggyback Notice until after filing a registration statement, so long as all recipients of such notice have the same amount of time to determine whether to participate in an offering as they would have had if such notice had not been so delayed. Upon the written request of any such Holder, made within five (5) days following the receipt of any such Piggyback Notice (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder and the intended method of distribution thereof), the Company shall, subject to Sections 2.2(c), 2.3 and 2.6 hereof, use its reasonable best efforts to cause all such Registrable Securities, the Holders of which have so requested the registration thereof, to be registered under the Securities Act with the securities which the Company at the time proposes to register to permit the sale or other disposition by the Holders (in accordance with the intended method of distribution thereof) of the Registrable Securities to be so registered, including, if necessary, by filing with the SEC a post-effective amendment or a supplement to the registration statement filed by the Company or the prospectus related thereto. There is no limitation on the number of such piggyback registrations which the Company is obligated to effect pursuant to the preceding sentence. No registration of Registrable Securities effected under this Section 2.2(a) shall relieve the Company of its obligations to effect Demand Registrations under Section 2.1 hereof. For the avoidance of doubt, this Section 2.2 shall not apply to any Underwritten Block Trade.

(b) Other than in connection with a Demand Registration or a Shelf Underwriting, at any time after giving a Piggyback Notice and prior to the effective date of the registration statement filed in connection with such registration, if the Company shall determine for any reason not to register or to delay registration of such equity securities, the Company may, at its election, give written notice of such determination to all Holders of record of Registrable Securities and (x) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such abandoned registration, without prejudice, however, to the rights of Holders under Section 2.1, and (y) in the case of a determination to delay such registration of its equity securities, shall be permitted to delay the registration of such Registrable Securities for the same period as the delay in registering such other equity securities.

(c) Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any registration statement pursuant to this Section 2.2 by giving written

notice to the Company of its request to withdraw; provided, however, that such request must be made in writing prior to the earlier of the execution by such Holder of the underwriting agreement or the execution by such Holder of the custody agreement with respect to such registration or as otherwise required by the underwriters.

2.3. Allocation of Securities Included in Registration Statement.

(a) If any requested registration or offering made pursuant to Section 2.1 (including a Shelf Underwriting) involves an underwritten offering and the Manager of such offering shall advise the Company in good faith that, in its view, the number of securities requested to be included in such underwritten offering by the Holders of Registrable Securities, the Company or any other Persons exercising contractual registration rights ("Additional Piggyback Rights") exceeds the largest number of securities (the "Section 2.3(a) Sale Number") that can be sold in an orderly manner in such underwritten offering within a price range acceptable to the Initiating Holders and the Majority Participating Holders, the Company shall include in such underwritten offering:

(i) first, all Registrable Securities requested to be included in such underwritten offering by the Holders thereof (including pursuant to the exercise of piggyback rights pursuant to Section 2.2); provided, however, that if the number of such Registrable Securities exceeds the Section 2.3(a) Sale Number, the number of such Registrable Securities (not to exceed the Section 2.3(a) Sale Number) to be included in such underwritten offering shall be allocated on a pro rata basis among all Holders (including each Initiating Holder) requesting that Registrable Securities be included in such underwritten offering (including pursuant to the exercise of piggyback rights pursuant to Section 2.2), based on the number of Registrable Securities then owned by each such Holder requesting inclusion in relation to the aggregate number of Registrable Securities owned by all Holders requesting inclusion; and

(ii) second, to the extent that the number of Registrable Securities to be included pursuant to clause (i) of this Section 2.3(a) is less than the Section 2.3(a) Sale Number, any securities that the Company proposes to register for its own account, up to the Section 2.3(a) Sale Number; and (iii) third, to the extent that the number of securities to be included pursuant to clauses (i) and (ii) of this Section 2.3(a) is less than the Section 2.3(a) Sale Number, the remaining securities to be included in such underwritten offering shall be allocated on a pro rata basis among all Persons other than Holders requesting that securities be included in such underwritten offering pursuant to the exercise of Additional Piggyback Rights ("Piggyback Shares"), based on the aggregate number of Piggyback Shares then owned by each Person requesting inclusion in relation to the aggregate number of Piggyback Shares owned by all Persons requesting inclusion, up to the Section 2.3(a) Sale Number.

(b) If any registration or offering made pursuant to Section 2.2 involves an underwritten primary offering on behalf of the Company and the Manager shall advise the Company that, in its view, the number of securities requested to be included in such underwritten offering by the Holders of Registrable Securities, the Company or any other Persons exercising Additional Piggyback Rights exceeds the largest number of securities (the "Section 2.3(b) Sale Number") that can be sold in an orderly manner in such underwritten offering within a price range acceptable to the Company, the Company shall include in such underwritten offering:

(i) first, all equity securities that the Company proposes to register for its own account; and

(ii) second, to the extent that the number of securities to be included pursuant to clause (i) of this Section 2.3(b) is less than the Section 2.3(b) Sale Number, the remaining Registrable Securities to be included in such underwritten offering shall be allocated on a pro rata basis among all Holders requesting that Registrable Securities be included in such underwritten offering pursuant to the exercise of piggyback rights pursuant to Section 2.2(a), based on the aggregate number of Registrable Securities then owned by each such Holder requesting inclusion in relation to the aggregate number of Registrable Securities owned by all Holders requesting inclusion, up to the Section 2.3(b) Sale Number; and (iii) third, to the extent that the number of securities to be included pursuant to clauses (i) and (ii) of this Section 2.3(b) is less than the Section 2.3(b) Sale Number, the remaining securities to be included in such underwritten offering shall be allocated on a pro rata basis among all Persons requesting that Piggyback Shares be included in such underwritten offering pursuant to the exercise of Additional Piggyback Rights, based on the aggregate number of Piggyback Shares then owned by each Person requesting inclusion in relation to the aggregate number of Piggyback Shares owned by all Persons requesting inclusion, up to the Section 2.3(b) Sale Number.

(c) If any registration pursuant to Section 2.2 involves an underwritten offering that was initially requested by any Person(s) (other than a Holder) to whom the Company has granted registration rights which are not inconsistent with the rights granted in, and do not otherwise conflict with the terms of, this Agreement and the Manager shall advise the Company that, in its view, the number of securities requested to be included in such underwritten offering exceeds the largest number of securities (the "Section 2.3(c) Sale Number") that can be sold in an orderly manner in such underwritten offering within a price range acceptable to the Company, the Company shall include in such underwritten offering:

(i) first, the shares requested to be included in such underwritten offering shall be allocated on a pro rata basis among such Person(s) requesting the registration and all Holders requesting that Registrable Securities be included in such underwritten offering pursuant to the exercise of piggyback rights pursuant to Section 2.2(a), based on the aggregate number of securities or Registrable Securities, as applicable, then owned by each of the foregoing requesting inclusion in relation to the aggregate number of securities or Registrable Securities, as applicable, owned by all such Persons and Holders requesting inclusion, up to the Section 2.3(c) Sale Number; and

(ii) second, to the extent that the number of securities to be included pursuant to clause (i) of this Section 2.3(c) is less than the Section 2.3(c) Sale Number, the remaining securities to be included in such underwritten offering shall be allocated on a pro rata basis among all Persons requesting that Piggyback Shares be included in such underwritten offering pursuant to the exercise of Additional Piggyback Rights, based on the aggregate number of Piggyback Shares then owned by each Person requesting inclusion in relation to the aggregate number of Piggyback Shares owned by all Persons requesting inclusion, up to the Section 2.3(c) Sale Number; and (iii) third, to the extent that the number of securities to be included pursuant to clauses (i) and (ii) of this Section 2.3(c) is less than the Section 2.3(c) Sale Number, any equity securities that the Company proposes to register for its own account, up to the Section 2.3(c) Sale Number.

(d) If, as a result of the proration provisions set forth in clauses (a), (b) or (c) of this Section 2.3, any Holder shall not be entitled to include all Registrable Securities in an underwritten offering that such Holder has requested be included, such Holder may elect to withdraw such Holder's request to include Registrable Securities in the registration to which such underwritten offering relates or may reduce the number requested to be included; provided, however, that (x) such request must be made in writing prior to the earlier of such Holder's execution of the underwriting agreement or such Holder's execution of the custody agreement with respect to such registration and (y) such withdrawal or reduction shall be irrevocable and, after making such withdrawal or reduction, such Holder shall no longer have any right to include Registrable Securities in the registration as to which such withdrawal or reduction was made to the extent of the Registrable Securities so withdrawn or reduced.

Registration Procedures. If and whenever the Company is required by the provisions of this Agreement to effect or cause the registration of and/or participate in any offering or sale of any Registrable Securities under the Securities Act as provided in this Agreement (or use reasonable best efforts to accomplish the same), the Company shall, as expeditiously as possible:

(a) prepare and file all filings with the SEC and FINRA required for the consummation of the offering, including preparing and filing with the SEC a registration statement on an appropriate registration form of the SEC for the disposition of such Registrable Securities in accordance with the intended method of disposition thereof, which registration form (i) shall be selected by the Company (except as provided for in a Demand Registration Request) and (ii) shall, in the case of a shelf registration, be available for the sale of the Registrable Securities by the selling Holders thereof and such registration statement shall comply as to form in all material respects with the requirements of the applicable registration form and include all financial statements required by the SEC to be filed therewith, and the Company shall use its reasonable best efforts to cause such registration statement to become effective and remain continuously effective for such period as required by this Agreement (provided, however, that as far in advance as reasonably practicable before filing a registration statement or prospectus or any amendments or supplements thereto, or comparable statements under securities or state "blue sky" laws of any jurisdiction, or any free writing prospectus related thereto, the Company will furnish to the Holders participating in the planned offering and to the Manager, if any, copies of all such documents proposed to be filed (including all exhibits thereto), which documents will be subject to their reasonable review and reasonable comment and the Company shall not file any registration statement or amendment thereto, any prospectus or supplement thereto or any free writing prospectus related thereto to which the Initiating Holders, the Majority Participating Holders or the underwriters, if any, shall reasonably object); provided, however, that, notwithstanding the foregoing, in no event shall the Company be required to file any document with the SEC which in the view of the Company or its counsel contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make any statement therein not misleading;

(b) (i) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith and such free writing prospectuses and Exchange Act reports as may be necessary to keep such registration statement continuously effective for such period as required by this Agreement and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement, and any prospectus so supplemented to be filed pursuant to Rule 424 under the Securities Act, in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such registration statement and (ii) provide notice to such sellers of Registrable Securities and the Manager, if any, of the Company's reasonable determination that a post-effective amendment to a registration statement would be appropriate;

(c) furnish, without charge, to each Participating Holder and each underwriter, if any, of the securities covered by such registration statement such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits), the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the Securities Act, each free writing prospectus utilized in connection therewith, in each case, in conformity with the requirements of the Securities Act, and other documents, as such seller and underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such seller (the Company hereby consenting to the use in accordance with all applicable laws of each such registration statement (or amendment or post-effective amendment thereto) and each such prospectus (or preliminary prospectus or supplement thereto) or free writing prospectus by each such Participating Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such registration statement or prospectus);

(d) use its reasonable best efforts to register or qualify the Registrable Securities covered by such registration statement under such other securities or state "blue sky" laws of such jurisdictions as any sellers of Registrable Securities or any managing underwriter, if any, shall reasonably request in writing, and do any and all other acts and things which may be reasonably necessary or advisable to enable such sellers or underwriter, if any, to consummate the disposition of the Registrable Securities in such jurisdictions (including keeping such registration or qualification in effect for so long as such registration statement remains in effect), except that in no event shall the Company be required to qualify to do business as a foreign corporation in any jurisdiction where it would not, but for the requirements of this paragraph (d), be required to be so qualified, to subject itself to taxation in any such jurisdiction or to consent to general service of process in any such jurisdiction;

(e) promptly notify each Participating Holder and each managing underwriter, if any: (i) when the registration statement, any pre-effective amendment, the prospectus or any prospectus supplement related thereto, any post-effective amendment to the registration statement or any free writing prospectus has been filed with the SEC and, with respect to the registration statement or any post-effective amendment, when the same has become effective; (ii) of any request by the SEC or state securities authority for amendments or supplements to the registration statement or the prospectus related thereto or for additional information; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of the registration statement or the initiation

of any proceedings for that purpose; (iv) 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 securities or state "blue sky" laws of any jurisdiction or the initiation of any proceeding for such purpose; (v) of the existence of any fact of which the Company becomes aware which results in the registration statement or any amendment thereto, the prospectus related thereto or any supplement thereto, any document incorporated therein by reference, any free writing prospectus or the information conveyed at the time of sale to any purchaser containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not misleading; and (vi) if at any time the representations and warranties contemplated by any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct in all material respects (unless otherwise qualified by materiality in which case such representations and warranties shall cease to be true and correct in all respects); and, if the notification relates to an event described in clause (v), unless the Company has declared that a Postponement Period exists, the Company shall promptly prepare and furnish to each such seller and each underwriter, if any, a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading;

(f) comply (and continue to comply) with all applicable rules and regulations of the SEC (including maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) in accordance with the Exchange Act), and make generally available to its security holders (including by way of filings with the SEC), as soon as reasonably practicable after the effective date of the registration statement (and in any event within forty-five (45) days, or ninety (90) days if it is a fiscal year, after the end of such twelve month period described hereafter), an earnings statement (which need not be audited) covering the period of at least twelve (12) consecutive months beginning with the first day of the Company's first calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(g) (i) (A) use its reasonable best efforts to cause all such Registrable Securities covered by such registration statement to be listed on the principal securities exchange on which similar securities issued by the Company are then listed, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (B) if no similar securities are then so listed, use its reasonable best efforts to either cause all such Registrable Securities to be listed on a national securities exchange or to secure designation of all such Registrable Securities as a New York Stock Exchange "national market system security" within the meaning of Rule 11Aa2-1 of the Exchange Act or, failing that, secure New York Stock Exchange authorization for such shares and, without limiting the generality of the foregoing, take all actions that may be required by the Company as the issuer of such Registrable Securities in order to facilitate the managing underwriter's arranging for the registration of at least two market makers as such with respect to such shares with FINRA, and (ii) comply (and continue to comply) with the requirements of any self-regulatory organization applicable to the Company, including all corporate governance requirements;

(h) cause its senior management, officers and employees to participate in, and to otherwise facilitate and cooperate with the preparation of the registration statement and prospectus and any amendments or supplements thereto (including participating in meetings, drafting sessions, due diligence sessions and rating agency presentations) taking into account the Company's reasonable business needs;

(i) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities covered by such registration statement not later than the effective date of such registration statement and, in the case of any secondary equity offering, provide and enter into any reasonable agreements with a custodian for the Registrable Securities;

(j) enter into such customary agreements (including, if applicable, an underwriting agreement) and take such other actions as the Initiating Holder or the Majority Participating Holders or the underwriters shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (it being understood that the Holders of the Registrable Securities which are to be distributed by any underwriters shall be parties to any such underwriting agreement and may, at their option, require that the Company make for the benefit of such Holders the representations, warranties and covenants of the Company which are being made to and for the benefit of such underwriters);

(k) use its reasonable best efforts (i) to obtain opinions from the Company's counsel, including local and/or regulatory counsel, and a "comfort" letter and updates thereof from the independent public accountants who have certified the financial statements of the Company (and/or any other financial statements) included or incorporated by reference in such registration statement, in each case, in customary form and covering such matters as are customarily covered by such opinions and "comfort" letters (including, in the case of such "comfort" letter, events subsequent to the date of such financial statements) delivered to underwriters in underwritten public offerings, which opinions and letters shall be dated the dates such opinions and "comfort" letters are customarily dated and otherwise reasonably satisfactory to the underwriters, if any, and (ii) furnish to each Participating Holder and to each underwriter, if any, a copy of such opinions and letters addressed to such underwriter;

(l) deliver promptly to counsel for the Majority Participating Holders and to each managing underwriter, if any, copies of all correspondence between the SEC and the Company, its counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the registration statement, and, upon receipt of such confidentiality agreements as the Company may reasonably request, make reasonably available for inspection by counsel for the Majority Participating Holders, by counsel for any underwriter participating in any disposition to be effected pursuant to such registration statement and by any attorney, accountant or other agent retained by the Majority Participating Holders or any such underwriter, during regular business hours, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees to supply all information reasonably requested by any such counsel for the Majority Participating Holders, counsel for an underwriter, attorney, accountant or agent in connection with such registration statement;

(m) use its reasonable best efforts to prevent the issuance or obtain the prompt withdrawal of any order suspending the effectiveness of the registration statement, or the prompt lifting of any suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction, in each case, as promptly as reasonably practicable;

(n) provide a CUSIP number for all Registrable Securities, not later than the effective date of the registration statement;

(o) use its reasonable best efforts to make available its senior management for participation in "road shows" and other marketing efforts and otherwise provide reasonable assistance to the underwriters (taking into account the Company's reasonable business needs and the requirements of the marketing process) in the marketing of Registrable Securities in any underwritten offering;

(p) promptly prior to the filing of any document which is to be incorporated by reference into the registration statement or the prospectus (after the initial filing or confidential submission of such registration statement), and prior to the filing or use of any free writing prospectus, provide copies of such document to counsel for the Majority Participating Holders and to each managing underwriter, if any, and make the Company's representatives reasonably available for discussion of such document and make such changes in such document concerning the information regarding the Participating Holders contained therein prior to the filing thereof as counsel for the Majority Participating Holders or underwriters may reasonably request (provided, however, that, notwithstanding the foregoing, in no event shall the Company be required to file or confidentially submit any document with the SEC which in the view of the Company or its counsel contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make any statement therein not misleading);

(q) furnish to counsel for the Majority Participating Holders and to each managing underwriter, without charge, upon request, at least one conformed copy of the registration statement and any post-effective amendments or supplements thereto, including financial statements and schedules, all documents incorporated therein by reference, the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus), any other prospectus and prospectus supplement filed under Rule 424 under the Securities Act and all exhibits (including those incorporated by reference) and any free writing prospectus utilized in connection therewith;

(r) cooperate with the Participating Holders and the managing underwriter, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement at least two (2) Business Days prior to any sale of Registrable Securities to the underwriters or, if not an underwritten offering, in accordance with the instructions of the Participating Holders at least two (2) Business Days prior to any sale of Registrable Securities and instruct any transfer agent and registrar of Registrable Securities to release any stop transfer orders in respect thereof (and, in the case of Registrable Securities registered on a Shelf Registration Statement, at the request of any Holder, prepare and deliver certificates representing such Registrable Securities not bearing any restrictive legends and deliver or cause to be delivered an opinion or instructions to the transfer agent in order to allow such Registrable Securities to be sold from time to time);

(s) include in any prospectus or prospectus supplement if requested by any managing underwriter updated financial or business information for the Company's most recent period or current quarterly period (including estimated results or ranges of results) if required for purposes of marketing the offering in the view of the managing underwriter;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, however, that to the extent that any prohibition is applicable to the Company, the Company will use its reasonable best efforts to make any such prohibition inapplicable;

(u) use its reasonable best efforts to cause the Registrable Securities covered by the applicable registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Participating Holders or the underwriters, if any, to consummate the disposition of such Registrable Securities;

(v) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities;

(w) take all reasonable action to ensure that any free writing prospectus utilized in connection with any registration covered by Section 2.1 or 2.2 complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(x) in connection with any underwritten offering, if at any time the information conveyed to a purchaser at the time of sale includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, promptly file with the SEC such amendments or supplements to such information as may be necessary so that the statements as so amended or supplemented will not, in the light of the circumstances, be misleading;

(y) to the extent required by the rules and regulations of FINRA, retain a Qualified Independent Underwriter acceptable to the managing underwriter; and

(z) use reasonable best efforts to cooperate with the managing underwriters, Participating Holders, any indemnitee of the Company and their respective counsel in connection with the preparation and filing of any applications, notices, registrations and responses to requests for additional information with FINRA, Nasdaq, or any other national securities exchange on which the shares of Class A Common Stock are listed.

To the extent the Company is a WKSI at the time any Demand Registration Request is submitted to the Company, the Company shall file an automatic shelf registration statement (as

defined in Rule 405 under the Securities Act) (an "automatic shelf registration statement") on Form S-3 which covers those Registrable Securities which are requested to be registered. The Company shall not take any action that would result in it not remaining a WKSI or would result in it becoming an ineligible issuer (as defined in Rule 405 under the Securities Act) during the period during which such automatic shelf registration statement is required to remain effective. If the Company does not pay the filing fee covering the 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 in compliance with the SEC rules. If the automatic shelf registration statement has been outstanding for at least three (3) years, at or prior to the end of the third year the Company shall refile a new automatic shelf registration statement covering the Registrable Securities. If at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, the Company shall use its reasonable best efforts to refile the shelf registration statement on Form S-3 and, if such form is not available, Form S-1 and keep such registration statement effective during the period which such registration statement is required to be kept effective.

If the Company files any shelf registration statement for the benefit of the holders of any of its securities other than the Holders, and the Holders do not request that their Registrable Securities be included in such Shelf Registration Statement, the Company agrees that it shall include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such shelf registration statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment.

The Company may require as a condition precedent to the Company's obligations under this Section 2.4 that each Participating Holder as to which any registration is being effected (i) furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request (including as required under state securities laws), provided that such information is necessary for the Company to consummate such registration and shall be used only in connection with such registration and (ii) provide any underwriters participating in the distribution of such securities such information as the underwriters may request and execute and deliver any agreements, certificates or other documents as the underwriters may request.

Each Holder of Registrable Securities agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in clause (v) of paragraph (e) of this Section 2.4, such Holder will discontinue such Holder's disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by paragraph (e) of this Section 2.4 and, if so directed by the Company, will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the prospectus covering such Registrable Securities that was in effect at the time of receipt of such notice. In the event the Company shall give any such notice, the applicable period mentioned in paragraph (b) of this Section 2.4 shall be extended by the number of days during such period from and including the date of the giving of such notice to and including the date when each Participating Holder covered by such registration statement shall have received the copies of the supplemented or amended prospectus contemplated by paragraph (e) of this Section 2.4.

The Company agrees not to file or make any amendment to any registration statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus, or any free writing prospectus, which amendment refers to any Holder covered thereby by name, or otherwise identifies such Holder, without the consent of such Holder, such consent not to be unreasonably withheld or delayed, unless such disclosure is required by law, in which case the Company shall provide written notice to such Holders no less than five (5) Business Days prior to the filing.

2.5. Registration Expenses.

(a) The Company shall pay all Expenses with respect to any registration or offering of Registrable Securities pursuant to Section 2, whether or not a registration statement becomes effective or the offering is consummated.

(b) Notwithstanding the foregoing, (x) the provisions of this Section 2.5 shall be deemed amended to the extent necessary to cause these expense provisions to comply with state "blue sky" laws of each state in which the offering is made and (y) in connection with any underwritten offering hereunder, each Participating Holder shall pay all underwriting discounts and commissions and any transfer taxes, if any, attributable to the sale of such Registrable Securities, pro rata with respect to payments of discounts and commissions in accordance with the number of shares sold in the offering by such Participating Holder.

Certain Limitations on Registration Rights. In the case of any registration under Section 2.1 involving an underwritten offering, or, in the case of a registration under Section 2.2, if the Company has determined to enter into an underwriting agreement in connection therewith, all securities to be included in such underwritten offering shall be subject to such underwriting agreement and no Person may participate in such underwritten offering unless such Person (i) agrees to sell such Person's securities on the basis provided therein and completes and executes all reasonable questionnaires, and other documents (including custody agreements and powers of attorney) which must be executed in connection therewith; provided, however, that all such documents shall be consistent with the provisions hereof and (ii) provides such other information to the Company or the underwriter as may be necessary to register such Person's securities.

Limitations on Sale or Distribution of Other Securities.

(a) Each Holder that is a director or officer of the Company agrees, to the extent requested by the Manager of any underwritten public offering pursuant to a registration or offering effected pursuant to Section 2.1 (including any Shelf Underwriting pursuant to Section 2.1) or Section 2.2 (including any offering effected by the Company for its own account), not to sell, transfer or otherwise dispose of, including any sale pursuant to Rule 144, any Class A Common Stock or Class A Common Stock Equivalents (other than as part of such underwritten public offering) during the time period reasonably requested by the Manager, not to exceed the period from seven days prior to the pricing date of such offering until ninety (90) days after the pricing date of such offering or such shorter period as the Manager, the Company or any executive officer or director of the Company shall agree to.

(b) The Company hereby agrees that, in connection with an offering pursuant to Section 2.1 (including any Shelf Underwriting pursuant to Section 2.1(e)) or 2.2, the Company shall not sell, transfer, or otherwise dispose of, any Class A Common Stock or Class A Common Stock Equivalent (other than as part of such underwritten public offering, a registration on Form S-4 or Form S-8 or any successor or similar form which is (x) then in effect or (y) shall become effective upon the conversion, exchange or exercise of any then outstanding Class A Common Stock Equivalent), until a period from seven days prior to the pricing date of such offering until ninety (90) days after the pricing date of such offering or such shorter period as the Manager, the Company or any executive officer or director of the Company shall agree to and the Company shall so provide in any registration rights agreements hereafter entered into with respect to any of its securities.

No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective registration statement. A Holder is not required to include any of its Registrable Securities in any registration statement, is not required to sell any of its Registrable Securities which are included in any effective registration statement, and may sell any of its Registrable Securities in any manner in compliance with applicable law (subject to applicable lock-up restrictions) even if such shares are already included on an effective registration statement.

2.9. Indemnification.

(a) In the event of any registration or offer and sale of any securities of the Company under the Securities Act pursuant to this Section 2, the Company will (without limitation as to time), and hereby agrees to, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, each Participating Holder, its directors, officers, employees, stockholders, members, general and limited partners, agents, affiliates, representatives, successors and assigns (and the directors, officers, employees, stockholders, members, general and limited partners, agents, affiliates, representatives, successors and assigns thereof), each other Person who participates as a seller (and its directors, officers, employees, stockholders, members, general and limited partners, agents, affiliates, representatives, successors and assigns), underwriter or Qualified Independent Underwriter, if any, in the offering or sale of such securities, each officer, director, employee, stockholder, managing director, agent, affiliate, representative, successor, assign or partner of such underwriter or Qualified Independent Underwriter, and each other Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such seller or any such underwriter or Qualified Independent Underwriter and each director, officer, employee, stockholder, managing director, agent, affiliate, representative, successor, assign or partner of such controlling Person, from and against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) and expenses (including reasonable fees of counsel and any amounts paid in any settlement effected with the Company's consent, which consent shall not be unreasonably withheld or delayed) to which each such indemnified party may become subject under the Securities Act or otherwise in respect thereof (collectively, "Claims"), insofar as such Claims arise out of, are based upon, relate to or are in connection with (i) any untrue statement or alleged untrue statement of a

material fact contained in any registration statement under which such securities were registered under the Securities Act or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary, final or summary prospectus or any amendment or supplement thereto, together with the documents incorporated by reference therein, or any free writing prospectus utilized in connection therewith, or the omission or alleged omission to state therein 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, or (iii) any untrue statement or alleged untrue statement of a material fact in the information conveyed by the Company or any underwriter 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 (iv) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company and relating to any action required of or inaction by the Company in connection with any such offering of Registrable Securities, and the Company will reimburse any such indemnified party for any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the Company shall not be liable to any such indemnified party in any such case to the extent such Claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in such registration statement or amendment thereof or supplement thereto or in any such prospectus or any preliminary, final or summary prospectus or free writing prospectus in reliance upon and in conformity with written information furnished to the Company by or on behalf of such indemnified party specifically for use therein. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such seller.

(b) Each Participating Holder (and, if the Company requires as a condition to including any Registrable Securities in any registration statement filed in accordance with Section 2.1 or 2.2, any underwriter and Qualified Independent Underwriter, if any) shall, severally and not jointly, indemnify and hold harmless (in the same manner and to the same extent as set forth in paragraph (a) of this Section 2.9) to the extent permitted by law the Company, its officers and its directors, each Person controlling the Company within the meaning of the Securities Act and all other prospective sellers and their directors, officers, stockholders, fiduciaries, managing directors, agents, affiliates, representatives, successors, assigns or general and limited partners and respective controlling Persons with respect to any untrue statement or alleged untrue statement of any material fact in, or omission or alleged omission of any material fact from, such registration statement, any preliminary, final or summary prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus utilized in connection therewith, if such statement or alleged statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company or its representatives by or on behalf of such Participating Holder or underwriter or Qualified Independent Underwriter, if any, specifically for use therein, and each such Participating Holder, underwriter or Qualified Independent Underwriter, if any, shall reimburse such indemnified party for any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the aggregate amount which any such Participating Holder shall be required to pay pursuant to this Section 2.9 (including pursuant to indemnity, contribution or otherwise) shall in no case be greater than the

amount of the net proceeds received by such Participating Holder upon the sale of the Registrable Securities pursuant to the registration statement giving rise to such Claim; provided, further, that such Participating Holder shall not be liable in any such case to the extent that prior to the filing or confidential submission of any such registration statement or prospectus or amendment thereof or supplement thereto, or any free writing prospectus utilized in connection therewith, such Participating Holder has furnished in writing to the Company information expressly for use in such registration statement or prospectus or any amendment thereof or supplement thereto or free writing prospectus which corrected or made not misleading information previously furnished to the Company. The Company and each Participating Holder hereby acknowledge and agree that, unless otherwise expressly agreed to in writing by such Participating Holders to the contrary, for all purposes of this Agreement, the only information furnished or to be furnished to the Company for use in any such registration statement, preliminary, final or summary prospectus or amendment or supplement thereto, or any free writing prospectus, are statements specifically relating to (i) the beneficial ownership of shares of Common Stock by such Participating Holder and its Affiliates as disclosed in the section of such document entitled "Selling Stockholders" or "Principal and Selling Stockholders" and (ii) the name and address of such Participating Holder. If any additional information about such Holder or the plan of distribution (other than for an underwritten offering) is required by law to be disclosed in any such document, then such Holder shall not unreasonably withhold its agreement referred to in the immediately preceding sentence. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such Holder.

(c) Indemnification similar to that specified in the preceding paragraphs (a) and (b) of this Section 2.9 (with appropriate modifications) shall be given by the Company and each Participating Holder with respect to any required registration or other qualification of securities under any applicable securities and state "blue sky" laws.

(d) Any Person entitled to indemnification under this Agreement shall notify promptly the indemnifying party in writing of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Section 2.9, but the failure of any indemnified party to provide such notice shall not relieve the indemnifying party of its obligations under the preceding paragraphs of this Section 2.9, except to the extent the indemnifying party is materially and actually prejudiced thereby and shall not relieve the indemnifying party from any liability which it may have to any indemnified party otherwise than under this Section 2.9. In case any action or proceeding is brought against an indemnified party and such indemnified party shall have notified the indemnifying party of the commencement thereof (as required above), the indemnifying party shall be entitled to participate therein and, unless in the reasonable opinion of outside counsel to the indemnified party a conflict of interest between such indemnified and indemnifying parties exists in respect of such Claim, to assume the defense thereof jointly with any other indemnifying party similarly notified, to the extent that it chooses, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party that it so chooses, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that (i) if the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within twenty (20) days after receiving

notice from such indemnified party that the indemnified party believes it has failed to do so; or (ii) if such indemnified party who is a defendant in any action or proceeding which is also brought against the indemnifying party reasonably shall have concluded that there may be one or more legal or equitable defenses available to such indemnified party which are not available to the indemnifying party or which may conflict with or be different from those available to another indemnified party with respect to such Claim; or (iii) if representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then, in any such case, the indemnified party shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel for all indemnified parties in each jurisdiction, except to the extent any indemnified party or parties reasonably shall have made a conclusion described in clause (ii) or (iii) above) and the indemnifying party shall be liable for any expenses therefor. No indemnifying party shall be liable for any settlement of any proceeding effected without its written consent (which consent shall not be unreasonably withheld or delayed), but if settled with such consent or if there be a final judgment for the plaintiff, such indemnifying party agrees to indemnify each indemnified party from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (B) does not include a statement as to or an admission of fault or culpability, by or on behalf of any indemnified party.

(e) If for any reason the foregoing indemnity is unavailable, unenforceable or is insufficient to hold harmless an indemnified party under Sections 2.9(a), (b) or (c), then each applicable indemnifying party shall contribute to the amount paid or payable to such indemnified party as a result of any Claim in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, with respect to such Claim. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. If, however, the allocation provided in the second preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if any contribution pursuant to this Section 2.9(e) were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentences of this Section 2.9(e). The amount paid or payable in respect of any Claim shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything in this Section 2.9(e) to the contrary, no indemnifying party (other than the Company) shall be

required pursuant to this Section 2.9(e) to contribute any amount greater than the amount of the net proceeds received by such indemnifying party from the sale of Registrable Securities pursuant to the registration statement giving rise to such Claim, less the amount of any indemnification payment made by such indemnifying party pursuant to Sections 2.9(b) and (c). In addition, no Holder of Registrable Securities or any Affiliate thereof shall be required to pay any amount under this Section 2.9(e) unless such Person or entity would have been required to pay an amount pursuant to Section 2.9(b) if it had been applicable in accordance with its terms.

(f) The indemnity and contribution agreements contained herein shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract and shall remain operative and in full force and effect regardless of any investigation made or omitted by or on behalf of any indemnified party and shall survive the transfer of the Registrable Securities by any such party.

(g) The indemnification and contribution required by this Section 2.9 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities that is inconsistent in any material respects with the rights granted to the Holders in this Agreement.

Section 3. Underwritten Offerings.

Requested Underwritten Offerings. If requested by the underwriters for any underwritten offering pursuant to a registration requested under Section 2.1, the Company shall enter into a customary underwriting agreement with the underwriters. Such underwriting agreement shall (i) be satisfactory in form and substance to the Initiating Holders and the Majority Participating Holders, (ii) contain terms not inconsistent with the provisions of this Agreement and (iii) contain such representations and warranties by, and such other agreements on the part of, the Company and such other terms as are generally prevailing in agreements of that type, including indemnities and contribution agreements on substantially the same terms as those contained herein or as otherwise customary for the lead underwriter. Every Participating Holder shall be a party to such underwriting agreement. Each Participating Holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than customary representations of a selling shareholder, including representations, warranties or agreements regarding its ownership of and title to the Registrable Securities, any written information specifically provided by such Participating Holder for inclusion in the registration statement and its intended method of distribution; and any liability of such Participating Holder to any underwriter or other Person under such underwriting agreement for indemnity, contribution or otherwise shall in no case be greater than the amount of the net proceeds received by such Participating Holder upon the sale of Registrable Securities pursuant to such registration statement and in no event shall relate to anything other than information about such Holder specifically provided by such Holder for use in the registration statement and prospectus.

Piggyback Underwritten Offerings. In the case of a registration pursuant to Section 2.2, if the Company shall have determined to enter into an underwriting agreement in

connection therewith, all of the Participating Holders' Registrable Securities to be included in such registration shall be subject to such underwriting agreement. Each such Participating Holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than customary representations of a selling shareholder, including representations, warranties or agreements regarding its ownership of and title to the Registrable Securities, any written information specifically provided by such Participating Holder for inclusion in the registration statement and its intended method of distribution; and any liability of such Participating Holder to any underwriter or other Person under such underwriting agreement shall in no case be greater than the amount of the net proceeds received by such Participating Holder upon the sale of Registrable Securities pursuant to such registration statement and in no event shall relate to anything other than information about such Holder specifically provided by such Holder for use in the registration statement and prospectus.

Section 4. General.

Adjustments Affecting Registrable Securities. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Registrable Securities, to any and all shares of capital stock of the Company, any successor or assign of the Company (whether by merger, share exchange, consolidation, sale of assets or otherwise) or any Subsidiary or parent company of the Company which may be issued in respect of, in exchange for or in substitution of, Registrable Securities and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof.

Rule 144. The Company covenants that (i) so long as it remains subject to the reporting provisions of the Exchange Act, it will timely file the reports required to be filed by it under the Securities Act or the Exchange Act (including, but not limited to, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1)(i) of Rule 144 under the Securities Act, as such Rule may be amended ("Rule 144")) or, if the Company is not required to file such reports, it will, upon the request of any Holder, make publicly available other information so long as necessary to permit sales by such Holder under Rule 144, or any similar rules or regulations hereafter adopted by the SEC, and (ii) it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144, or any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company will promptly deliver to such Holder a written statement as to whether it has complied with such requirements.

Nominees for Beneficial Owners. If Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its option, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any Holder or Holders of Registrable Securities pursuant to this Agreement (or any determination of any number or percentage of shares constituting Registrable Securities held by any Holder or Holders of Registrable Securities contemplated by this Agreement); provided, however, that the Company shall have received evidence reasonably satisfactory to it of such beneficial ownership.

Amendments and Waivers. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Company

or any Holder unless such modification, amendment or waiver is approved in writing by the Company and the Holders holding a majority of the Registrable Securities then held by all Holders; provided that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a Holder of Registrable Securities, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other or future exercise of any such right, power or privilege.

Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) if personally delivered, on the date of delivery, (ii) if delivered by express courier service of national standing (with charges prepaid), on the Business Day following the date of delivery to such courier service, (iii) if deposited in the United States mail, first-class postage prepaid, on the fifth (5th) Business Day following the date of such deposit, (iv) if delivered by facsimile transmission, upon confirmation of successful transmission, (x) on the date of such transmission, if such transmission is completed at or prior to 5:00 p.m., local time of the recipient party on a Business Day, and (y) on the next Business Day following the date of transmission, if such transmission is completed after 5:00 p.m., local time of the recipient party, or is transmitted on a day that is not a Business Day, or (v) if via e-mail communication, on the date of delivery. All notices, demands and other communications hereunder shall be delivered as set forth below and to any subsequent holder of Stock subject to this Agreement at such address as indicated by the Company's records, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to the Company, to:

23andMe Holding Co.
223 North Mathilda Avenue
Sunnyvale, CA 94086
Attention: Kathy Hibbs, Chief Legal and
Regulatory Officer
Email: khibbs@23andme.com

if to any Holder, to the address set forth opposite the name of such Holder on the signature pages hereto or such other address indicated in the records of the Company.

Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and the respective successors, permitted assigns, heirs and personal representatives of the parties hereto, whether so expressed or not. This Agreement may not be assigned by the Company without the prior written consent of the Holders. No Holder shall have the right to assign all or part of its or his rights and obligations under this Agreement to any Person without the consent of the Company and unless such Person duly executes and delivers to the Company a Joinder Agreement. Upon any such assignment, such assignee shall have and be able to exercise and enforce all rights of the assigning Holder which are assigned to it and, to the extent such rights are assigned, any reference

to the assigning Holder shall be treated as a reference to the assignee. If any Holder shall acquire additional Registrable Securities, such Registrable Securities shall be subject to all of the terms, and entitled to all the benefits, of this Agreement. Additional Persons may become parties to this Agreement as Holders with the consent of the Company (not to be unreasonably withheld or delayed), by executing and delivering to the Company the Joinder Agreement.

4.7. Termination.

(a) The obligations of the Company and a Holder under this Agreement, in each case solely with respect to such Holder, will terminate upon the earlier of:

(i) the date on which such Holder no longer holds any Registrable Securities; or

(ii) the later of (A) the date on which such Holder no longer beneficially owns at least 1% of the then outstanding Class A Common Stock or Class A Common Stock Equivalents, and such Holder (notwithstanding any beneficial ownership of Class A Common Stock or Class A Common Stock Equivalents by such Holder) is not an Affiliate of the Company and (B) the date on which such the Holder is eligible to sell its Registrable Securities pursuant to Rule 144 (without limitation as to volume or manner of sale).

(b) This Agreement shall terminate on the date that is seven (7) years from date hereof.

(c) Notwithstanding clauses (a) and (b) above, Section 2.5, Section 2.9, Section 4.9 and Section 4.13 shall survive termination of this Agreement.

Entire Agreement. This Agreement and the other documents referred to herein or delivered pursuant hereto which form part hereof constitute the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

4.9. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

(b) Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought against any of the parties in the United States District Court for the Southern District of New York or any New York state court located in New York, New York, and each of the parties hereby consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to venue laid therein. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

4.10. Interpretation; Construction.

(a) The table of contents and headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Counterparts. This Agreement may be executed and delivered in any number of separate counterparts (including by facsimile or electronic mail), each of which shall be an original, but all of which together shall constitute one and the same agreement.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto and, accordingly, that this Agreement shall be specifically enforceable, in addition to any other remedy to which such injured party is entitled at law or in equity, and that any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach or an award of specific performance is not an appropriate remedy for any reason at law or equity and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof. Each party further agrees that no party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtain any remedy referred to in this Section 4.13, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Confidentiality. Each Holder agrees that any non-public information which they may receive relating to the Company and its Subsidiaries (the "Confidential Information") will be held strictly confidential and will not be disclosed by it to any Person without the express written permission of the Company; provided, however, that the Confidential Information may be disclosed (i) in the event of any compulsory legal process or compliance with any applicable law, subpoena or other legal process, as required by an administrative requirement, order, decree or the rules of any relevant stock exchange or in connection with any filings that the Holder may be required to make with any regulatory authority; provided, however, that in the event of compulsory legal process, unless prohibited by applicable law or that process, each Holder agrees (A) to give the Company prompt notice thereof and to cooperate with the Company in securing a protective order in the event of compulsory disclosure and (B) that any disclosure made pursuant to public filings will be subject to the prior reasonable review of the Company, (ii) to any foreign or domestic governmental or quasi-governmental regulatory authority, including any stock exchange or other self-regulatory organization having jurisdiction over such party, (iii) to each Holder's or its Affiliate's, officers, directors, employees, partners, accountants, lawyers and other professional advisors for use relating solely to management of the investment or administrative purposes with respect to such Holder and (iv) to a proposed transferee of securities of the Company held by a Holder; provided, however, that the Holder informs the proposed transferee of the confidential nature of the information and the proposed transferee agrees in writing to comply with the restrictions in this Section 4.15 and delivers a copy of such writing to the Company.

Opt-Out Requests. Each Holder shall have the right, at any time and from time to time (including after receiving information regarding any potential public offering), 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 within the meaning of Regulation FD promulgated under the Exchange Act. 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.

Original Registration Rights Agreement. The Sponsor hereby agrees that upon execution of this Agreement by the Sponsor, the Original Registration Rights Agreement shall be automatically terminated and superseded in its entirety by this Agreement.

[Remainder of Page Intentionally Left Blank]

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

THE COMPANY:

23ANDME HOLDING CO.,
a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Amended and Registration Rights Agreement]

HOLDERS

VG Acquisition Sponsor LLC,
a Cayman Islands limited liability company

By: _____
Name:
Title:

[OTHER HOLDERS]

JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is made as of [ ], by [and among [_____] (the "Transferring Holder") and] [_____] (the "New Holder"), in accordance with that certain Amended and Restated Registration Rights Agreement, dated as of [●], 2021 (as amended from time to time, the "Agreement"), by and among 23andMe Holding Co. (the "Company") and the other Holders party thereto.

WHEREAS, the Agreement requires the New Holder to become a party to the Agreement by executing this Joinder Agreement, and upon the New Holder signing this Joinder Agreement, the Agreement will be deemed to be amended to include the New Holder as a Holder thereunder;

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Party to the Agreement. By execution of this Joinder Agreement, as of the date hereof the New Holder is hereby made a party to the Agreement as a Holder. The New Holder hereby agrees to become a party to the Agreement and to be bound by, and subject to, all of the representations, covenants, terms and conditions of the Agreement in the same manner as if the New Holder were an original signatory to the Agreement. Execution and delivery of this Joinder Agreement by the New Holder shall also constitute execution and delivery by the New Holder of the Agreement, without further action of any party.

Section 2. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement unless otherwise noted.

Section 3. Representations and Warranties of the New Holder.

3.1. Authorization. The New Holder has all requisite power and authority and has taken all action necessary in order to duly and validly approve the New Holder's execution and delivery of, and performance of its obligations under, this Joinder Agreement. This Joinder Agreement has been duly executed and delivered by the New Holder and constitutes a legal, valid and binding agreement of the New Holder, enforceable against the New Holder in accordance with its terms.

3.2. No Conflict. The New Holder is not under any obligation or restriction, nor shall it assume any such obligation or restriction, that does or would materially interfere or conflict with the performance of its obligations under this Joinder Agreement.

Section 4. Further Assurances. The parties agree to execute and deliver any further instruments or perform any acts which are or may become necessary to effectuate the purposes of this Joinder Agreement.

Section 5. Governing Law. This Joinder Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

Section 6. Counterparts. This Joinder Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument.

Section 7. Entire Agreement. This Joinder Agreement and the Agreement contain the entire understanding, whether oral or written, of the parties hereto with respect to the matters covered hereby. Any amendment or change in this Joinder Agreement shall not be valid unless made in writing and signed by each of the parties hereto.

[*Signature pages follow*]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have executed this Joinder Agreement as of the date first above written.

[TRANSFERRING HOLDER]

[ ]

By: _____
Name:
Title:

NEW HOLDER

[ ]

By: _____
Name:
Title:

Notice Address: [_____]
[ ]
[ ]

Attn: [ ]
Facsimile: [ ]

Accepted and Agreed to as of
the date first written above:

COMPANY:

23ANDME HOLDING CO.

By: _____
Name:
Title:

23andMe to Merge with Virgin Group's VG Acquisition Corp. to Become Publicly-Traded Company Set to Revolutionize Personalized Healthcare and Therapeutic Development through Human Genetics

- *23andMe is a leading consumer genetics and research company that offers a personalized health and wellness experience, and has built a premier genetic database to unlock insights leading to the rapid discovery of promising new targets for drug development*
- *Transaction will provide the capital to fund additional investment in key growth initiatives across 23andMe's consumer health and therapeutics businesses*
- *The transaction will value the outstanding shares of capital stock of 23andMe at an aggregate enterprise value of approximately $3.5 billion*
- *23andMe CEO and Co-Founder Anne Wojcicki and Virgin Group's Sir Richard Branson are each investing $25 million into the $250 million PIPE and are joined by leading institutional investors including Fidelity Management & Research Company LLC, Altimeter Capital, Casdin Capital and Foresite Capital*
- *The pro forma cash balance of the combined company will exceed $900 million at closing*
- *Current shareholders of 23andMe will own 81% of the combined company*

SUNNYVALE, CALIFORNIA & NEW YORK, NY – February 4, 2021 – 23andMe, Inc., a leading consumer genetics and research company, and VG Acquisition Corp. (NYSE: VGAC), a special purpose acquisition company sponsored by Virgin Group, announced today that they have entered into a definitive merger agreement. Upon completion of the transaction, estimated in the second calendar quarter of 2021, VGAC will change its New York Stock Exchange (NYSE) ticker symbol, and the combined company's securities will trade under the ticker symbol "ME".

23andMe Overview

23andMe's mission is to help people access, understand and benefit from the human genome. The company pioneered direct-to-consumer genetic testing, giving consumers unique, personalized information about their genetic health risks, ancestry and traits. 23andMe is the only consumer genetic testing company with multiple FDA clearances for over-the-counter health and carrier status reports. The company is dedicated to empowering its customers with information they can use to make better decisions about their healthcare, helping them to live healthier lives.

23andMe offers its customers the option to participate in genetic research. To date, more than 80% of customers have chosen to participate. This participation, which has helped create a premier re-contactable database for genetic research, enables 23andMe to analyze genotypic and phenotypic data and to discover new genetic insights. These insights unlock future

opportunities across health, therapeutics and other areas. 23andMe's dedicated therapeutics group leverages the company's research platform to help discover novel treatments for patients with serious unmet medical needs. The company has generated a broad pipeline of more than 30 therapeutic programs, spanning oncology, respiratory, cardiovascular diseases and more.

"As a fellow industry disruptor as well as early investor in 23andMe, we are thrilled to partner with Sir Richard Branson and VG Acquisition Corp. as we approach the next phase of our business, which will create new opportunities to revolutionize personalized healthcare and medicine," said Anne Wojcicki, CEO and Co-Founder of 23andMe. "We have always believed that healthcare needs to be driven by the consumer, and we have a huge opportunity to help personalize the entire experience at scale, allowing individuals to be more proactive about their health and wellness. Through a genetics-based approach, we fundamentally believe we can transform the continuum of healthcare."

"Of the hundreds of companies we reviewed for our SPAC, 23andMe stands head and shoulders above the rest," said Sir Richard Branson, Virgin Group Founder. "As an early investor, I have seen 23andMe develop into a company with enormous growth potential. Driven by Anne's vision to empower consumers, and with our support, I'm excited to see 23andMe make a positive difference to many more people's lives."

Key Transaction Terms

On February 4, 2021, VG Acquisition Corp. (NYSE: VGAC) entered into a definitive agreement to combine with 23andMe through a combination of stock and cash financing. The business combination values 23andMe at an enterprise value of approximately $3.5 billion.

The transaction is expected to deliver up to $759 million of gross proceeds through the contribution of up to $509 million of cash held in VG Acquisition Corp.'s trust account and a concurrent $250 million private placement (PIPE) of common stock, priced at $10.00 per share. Sir Richard Branson, Founder of the Virgin Group, and Anne Wojcicki, CEO and Co-Founder of 23andMe, are each investing $25 million in the PIPE and are joined by leading institutional investors, including funds managed by Fidelity Management & Research Company LLC, Altimeter Capital, Casdin Capital and Foresite Capital.

As part of the transaction, 23andMe's existing equity holders will roll 100% of their equity into the combined company. Assuming no public shareholders of VG Acquisition Corp. exercise their redemption rights, 23andMe will be capitalized with up to $984 million in cash to fund operations and support new and existing growth initiatives.

The transaction, which has been unanimously approved by the Boards of Directors of each of 23andMe and VG Acquisition Corp., is subject to approval by VG Acquisition Corp.'s shareholders and other customary closing conditions. The transaction is expected to close in the second calendar quarter of 2021.

A more detailed description of the transaction terms and a copy of the Agreement and Plan of Merger will be included in a current report on Form 8-K to be filed by VG Acquisition Corp. with the United States Securities and Exchange Commission (the "SEC"). VG Acquisition Corp. will file a registration statement (which will contain a proxy statement/prospectus) with the SEC in connection with the transaction.

Advisors

Citi is serving as lead financial advisor, capital markets advisor and placement agent to 23andMe. Morgan, Lewis & Bockius LLP is serving as legal counsel to 23andMe.

Credit Suisse acted as lead financial advisor, capital markets advisor and placement agent to VG Acquisition Corp. LionTree Advisors acted as financial advisor and Davis Polk & Wardwell LLP is serving as legal counsel to VG Acquisition Corp.

Investor Management Presentation

23andMe and VG Acquisition Corp. management will host a conference call on February 4, 2021 at 8:00 am ET to review an investor presentation. The conference call can be accessed at https://mediacenter.23andme.com/company/investors/. A recording of the webcast will be available online following the conference call, through VG Acquisition Corp. at https://vgacquisition.com/investor-relations/ and 23andMe at https://mediacenter.23andme.com/company/investors/. The presentation will also be filed with the SEC by VG Acquisition Corp. as an exhibit to a Current Report on Form 8-K, which can be viewed on the SEC's website at www.sec.gov.

About 23andMe

23andMe, Inc., headquartered in Sunnyvale, CA, is a leading consumer genetics and research company. Founded in 2006, the company's mission is to help people access, understand, and benefit from the human genome. 23andMe has pioneered direct access to genetic information as the only company with multiple FDA clearances for genetic health reports. The company has created the world's largest crowdsourced platform for genetic research, with 80% of its customers electing to participate. The 23andMe research platform has generated more than 180 publications on the genetic underpinnings of a wide range of diseases. The platform also powers the 23andMe Therapeutics group, currently pursuing drug discovery programs rooted in human genetics across a spectrum of disease areas, including oncology, respiratory, and cardiovascular diseases, in addition to other therapeutic areas. More information is available at www.23andMe.com.

About VG Acquisition Corp.

VG Acquisition Corp. was formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination

with one or more businesses. The management team includes Sir Richard Branson, founder of the Company, a renowned global entrepreneur and founder of the Virgin Group; Josh Bayliss, the Company's Chief Executive Officer and director, who is the Chief Executive Officer of the Virgin Group and is responsible for the Virgin Group's strategic development, licensing of the brand globally and management of direct investments on behalf of the Virgin Group in various companies around the world; and Evan Lovell, the Company's Chief Financial Officer and director, who is the Chief Investment Officer of the Virgin Group and is responsible for managing the Virgin Group's investment team and portfolio in North America. More information is available at https://vgacquisition.com/.

Forward-Looking Statements

This communication contains certain “forward-looking statements” including statements regarding the anticipated timing and benefits of the merger (the “Transaction”) between VG Acquisition Corp. (“VG”) and 23andMe, Inc. (“23andMe”). The words “anticipate”, “believe”, “continue”, “could”, “estimate”, “expect”, “intends”, “may”, “might”, “plan”, “possible”, “potential”, “predict”, “project”, “should”, “would” and similar expressions may identify forward looking statements, but the absence of these words does not mean that a statement is not forward looking. The forward-looking statements contained herein are based on 23andMe’s current expectations and beliefs concerning future developments and their potential effects, but there can be no assurance that these will be as anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of 23andMe) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These factors include, among others: the inability to complete the Transaction; the inability to recognize the anticipated benefits of the proposed Transaction, including due to the failure to receive required security holder approvals, or the failure of other closing conditions; and costs related to the proposed Transaction. Except as required by law, VG and 23andMe do not undertake any obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise.

Additional Information

VG intends to file with the SEC a registration statement on Form S-4, which will include a preliminary proxy statement of VG and a prospectus. The definitive proxy statement and other relevant documents will be mailed to stockholders of VG as of a record date to be established for voting on the business combination. Shareholders of VG and other interested persons are advised to read, when available, the preliminary proxy statement, and amendments thereto, and the definitive proxy statement because these documents will contain important information about VG, 23andMe and the Transaction. Shareholders will also be able to obtain copies of the registration statement and the proxy statement/prospectus, without charge, by directing a request to: VG Acquisition Corp. 65 Bleecker Street, 6th Floor, New York NY 10012. These documents, once available, and VG’s annual and other reports filed with the SEC can also be obtained, without charge, at the SEC’s internet site (http://www.sec.gov).

This communication does not constitute an offer to sell or the solicitation of an offer to buy any

securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation

VG, 23andMe and their respective directors, executive officers, other members of management and employees may be deemed to be participants in the solicitation of proxies from VG's shareholders in connection with the Transaction. Information regarding the names and interests in the proposed transaction of VG's directors and officers is contained in VG's filings with the SEC. Additional information regarding the interests of such potential participants in the solicitation process will also be included in the registration statement (and will be included in the definitive proxy statement/prospectus) and other relevant documents when they are filed with the SEC.

Contacts

Investor Relations:

23andMe
Sard Verbinnen & Co
23andMe-SVC@sardverb.com

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23andMe
Investor
Presentation

Disclaimer

This presentation (this "Presentation") is for informational purposes only to assist interested parties in making their own evaluation of the proposed transaction (the "Transaction") between VG Acquisition Corp. ("VG") and 23andMe, Inc. ("23andMe"). This Presentation does not constitute investment, tax or legal advice. No representation, express or implied, is or will be given by VG, 23andMe or their respective affiliates and advisors as to the accuracy or completeness of the information contained herein, or any other written or oral information made available in the course of an evaluation of the Transaction. To the fullest extent permitted by law, in no circumstances will VG, 23andMe or any of their respective stockholders, affiliates, representatives, partners, directors, officers, employees, advisers or agents be responsible or liable for any direct, indirect or consequential loss or loss of profit arising from the use of this presentation, its contents, its omissions, reliance on the information contained within it or on opinions communicated in relation thereto or otherwise arising in connection therewith.

Forward-Looking Statements
This Presentation may contain certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding VG's and its management teams' expectations, hopes, beliefs, intentions or strategies regarding the future. The words "anticipate", "believe", "continue", "could", "estimate", "expect", "intends", "may", "might", "plan", "possible", "potential", "predict", "project", "should", "would" and similar expressions may identify forward looking statements, but the absence of these words does not mean that a statement is not forward looking. The forward-looking statements contained herein are based on VG's and 23andMe's current expectations and beliefs concerning future developments and their potential effects on VG, 23andMe or any successor entity of the Transaction. There can be no assurance that the future developments affecting VG, 23andMe or any successor entity of the Transaction will be those that have been anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of VG and 23andMe) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These factors include, among others: the inability to complete the Transaction; the inability to recognize the anticipated benefits of the proposed transaction, including due to the failure to receive required security holder approvals, or the failure of other closing conditions; and costs related to the proposed Transaction. Except as required by law, VG and 23andMe do not undertake any obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise.

Financial Information
The historical financial information respecting 23andMe contained in this Presentation has been taken from or prepared based on unaudited historical financial statements of 23ndMe for its fiscal years ended March 31, 2019 and 2020, and the nine-month period ended December 31, 2020. An audit of such financial statements is in process and audited financial statements for such periods will be included in the registration statement/ proxy statement related to the Transaction. Accordingly, the historical financial information included herein should be considered preliminary and subject adjustment in connection with the completion of the audits. 23andMe's results and financial condition as reflected in the financial statements included in the registration statement/ proxy statement may be adjusted or presented differently from the historical financial information included herein, and the variations could be material.

Non-GAAP Financial Measures
Certain of the financial measures included in this Presentation, including Adjusted EBITDA, have not been prepared in accordance with generally accepted accounting principles, or "GAAP", and constitute "non-GAAP financial measures" as defined by the rules of the Securities and Exchange Commission (the "SEC"). VG has included these non-GAAP financial measures because it believes they provide an additional tool for investors to use in evaluating the financial performance and prospects of 23andMe or any successor entity of the Transaction. These non-GAAP financial measures should not be considered in isolation from, or as an alternative to, financial measures determined in accordance with GAAP. In addition, these non-GAAP financial measures may differ from non-GAAP financial measures with comparable names used by other companies. See the Appendix for a description of these non-GAAP financial measures and a reconciliation of the historic measures to 23andMe's most comparable GAAP financial measures. Note however, that to the extent forward looking non-GAAP financial measures are provided herein, they are not reconciled to comparable forward-looking GAAP measures due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliation.

Intellectual Property
All rights to the trademarks, copyrights, logos and other intellectual property listed herein belong to their respective owners and VG's and 23andMe's use thereof does not imply an affiliation with, or endorsement by the owners of such trademarks, copyrights, logos and other intellectual property. Solely for convenience, trademarks and trade names referred to in this Presentation may appear with the ® or ™ symbols, but such references are not intended to indicate, in any way, that such names and logos are trademarks or registered trademarks of VG or 23andMe.

Industry and Market Data
This Presentation relies on and refers to certain information and statistics based on 23andMe's management's estimates, and/or obtained from third party sources which it believes to be reliable. Neither VG nor 23andMe has independently verified the accuracy or completeness of any such third party information.

Additional Information
VG intends to file with the SEC a registration statement on Form S-4, which will include a preliminary proxy statement of VG and a prospectus. The definitive proxy statement and other relevant documents will be mailed to stockholders of VG as of a record date to be established for voting on the business combination. Shareholders of VG and other interested persons are advised to read, when available, the preliminary proxy statement, and amendments thereto, and the definitive proxy statement because these documents will contain important information about VG, 23andMe and the Transaction. Shareholders will also be able to obtain copies of the registration statement and the proxy statement/prospectus, without charge, by directing a request to: VG Acquisition Corp. VG Acquisition Corp. 65 Bleecker Street, 6th Floor, New York NY 10012. These documents, once available, and VG's annual and other reports filed with the SEC can also be obtained, without charge, at the SEC's internet site (http://www.sec.gov).

This Presentation does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation
VG, 23andMe and their respective directors, executive officers, other members of management and employees may be deemed to be participants in the solicitation of proxies from VG's shareholders in connection with the Transaction. Information regarding the names and interests in the proposed transaction of VG's directors and officers is contained VG's filings with the SEC. Additional information regarding the interests of such potential participants in the solicitation process will also be included in the registration statement (and will be included in the definitive proxy statement/prospectus) and other relevant documents when they are filed with the SEC.

Evan Lovell
CIO, Virgin Group
CFO, VGAC

Anne Wojcicki
Co-Founder and CEO

Steve Schoch
CFO

Kenneth Hillan, M.B., Ch.B.
Head of Therapeutics

Virgin's Investment Thesis for 23andMe

1. **Disrupting the Healthcare experience.** 23andMe is building a personalized health and wellness experience that caters uniquely to the individual by harnessing the power of their DNA

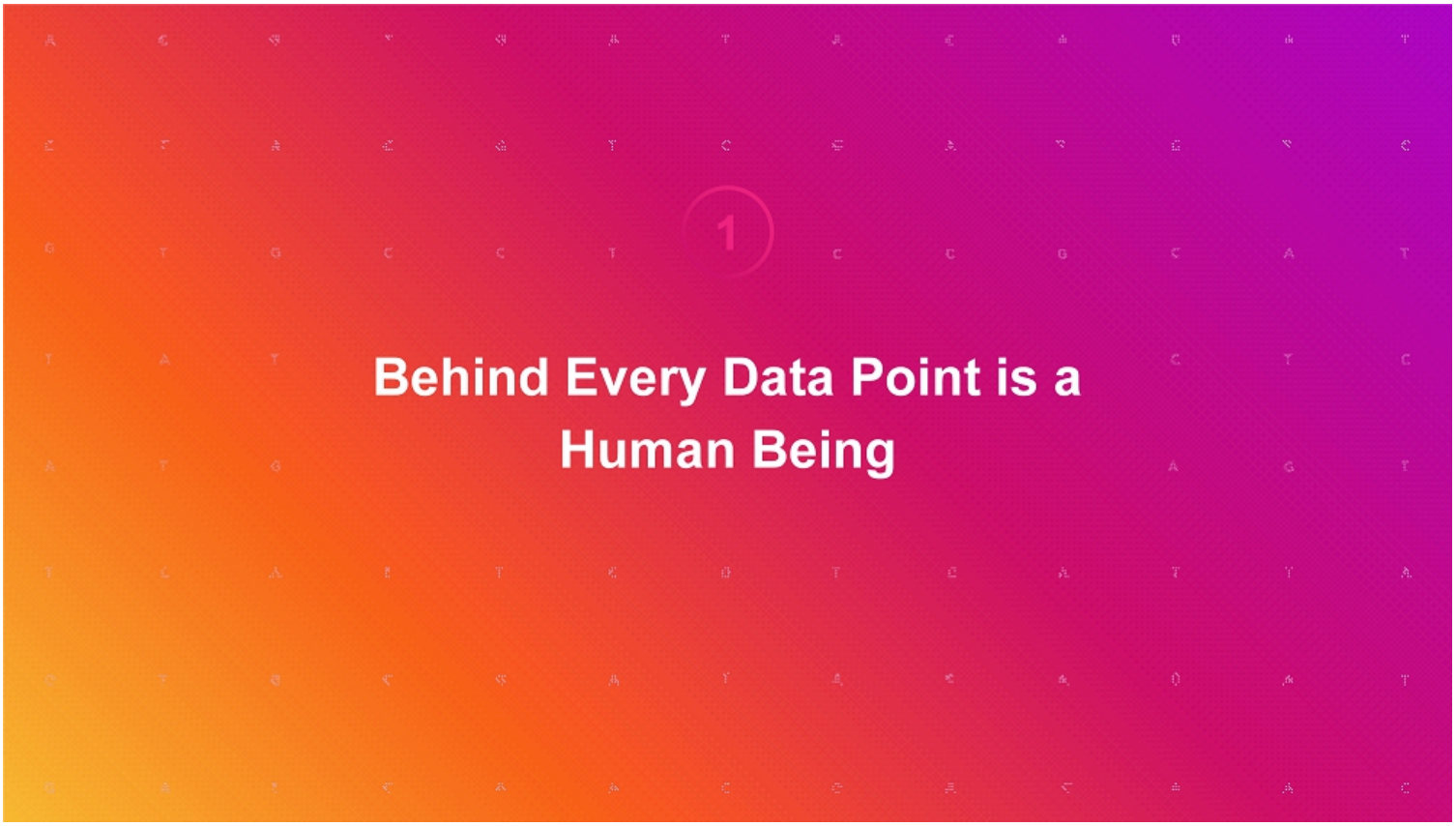
2. **The world's premier re-contactable genetic database.** A vast proprietary dataset rich with both genotypic and phenotypic information allows insights that unlock revenue streams across digital health, therapeutics, and much more

3. **Recognized and trusted brand with leading engagement metrics.** Impressive repeat customer engagement validates the 23andMe platform and the demand for genetics-based consumer service

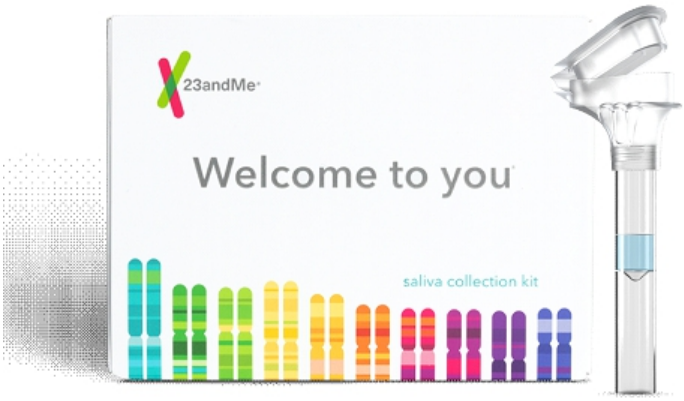
4. **Institutionally sponsored therapeutics efforts.** A broad pipeline established in collaboration with GSK validates the approach of developing novel therapeutics using genetic data

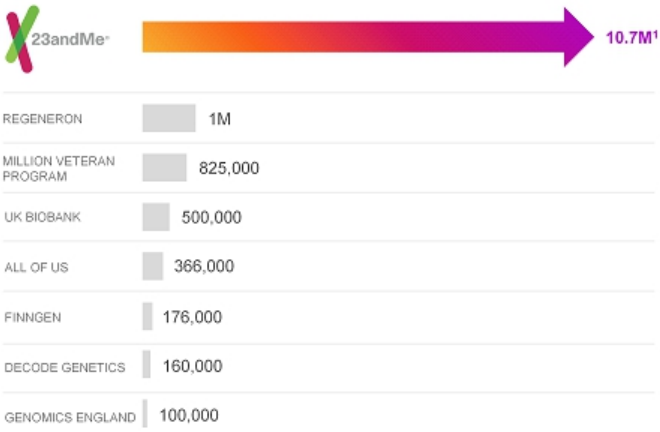
5. **Multiple avenues for value creation.** The FDA-approved consumer platform, the therapeutics efforts, and the rich database each create optionality for outsized value creation that is difficult to replicate

6. **A world-class management team.** Pioneers in their industries, the team has a long track record of success and value creation


1
Behind Every Data Point is a
Human Being

Our Mission is to Help People **Access**, **Understand** and **Benefit** from the **Human Genome**





Size and scale of 23andMe enables rapid, novel discoveries

[1] 8.5M of 23andMe's genotyped customers consented to research. Participant counts sourced from company websites (January 19, 2021). This comparison was conducted against databases that collect genetic information (genotypes, exomes, or genomes) on research participants and have disclosed or published their consented research participant numbers, as of December 31, 2020.

The Healthcare System is Dysfunctional

"Of course our system isn't about healthcare, it's about maximizing revenue for a whole bunch of different players that have nothing to do with what's good for patients."

Elisabeth Rosenthal (Editor-in-Chief, Kaiser Health News)

25% [1]

U.S. healthcare spending is **waste**

75% [2]

Consumers wish their healthcare experience was **more personalized**

-15 [3]

The net positive score Americans gave the **pharmaceutical industry**

<12% [4]

Probability of success for a drug to be approved, taking ~10 years and costing $2.6B to develop

[1] JAMA, "Waste in the US Health Care System" (2019). [2] Redpoint Global / Dynata survey of over 1,000 U.S. consumers (2020). [3] Gallup, "Americans' Views of U.S. Business and Industry Sectors" (2020). [4] PhRMA, "Biopharmaceutical Research & Development: The Process Behind New Medicines" (2015).

Media	»	YouTube
Travel	»	Virgin
Commerce	»	amazon
Hospitality	»	airbnb
Healthcare	»	23andMe

Consumer Scale and Empowerment is the Key to Disrupting Healthcare

"Healthcare cannot change from within, it will need an outside force to change it, and that force will be our customers."

Anne Wojcicki

We Pioneered Digital D2C Healthcare to Empower Customers With Affordable, Direct Access

TIME MAGAZINE INVENTION OF THE YEAR

1. The Retail DNA Test

By Anita Hamilton | Wednesday, Oct. 29, 2008

Best Inventions of 2008

From a genetic testing service to an invisibility cloak to an ingenious public bike system to the world's first moving skyscraper — here are TIME's picks for the top innovations of 2008

6 FDA Authorizations

Proven accuracy (99% NPV/PPV) and accessibility[1]

- **2015** Carrier Status (inherited conditions)
- **2016** GHR (genetic health risk)
- **2017** BRCA (breast and ovarian cancer)
- **2018** PGt (pharmacogenetic metabolism)
- **2019** MUTYH (colorectal cancer)
- **2020** PGt (pharmacogenetic drug response)

[1] See FDA De Novo Authorizations 140044, 160026, 170046 and 180028 and FDA 510K Clearances K182784 and K193492.

80%
Customers receive a report with a meaningful genetic variant

12,000+
Customers with an increased risk for Chronic Kidney Disease

6,000+
Customers with a tested BRCA1 / BRCA2 variant

7,000+
Customers with Hypercholesterolemia (FH) variants

Note: Estimates based on penetrance of variants in 23andMe's Database.

Providing Customers With Key, Actionable Insights

"Like me, there are many women who have slipped through the cracks of our current medical screening system, either because they don't have a family history of breast or ovarian cancer. Or they do not know that they have Ashkenazi Jewish ancestry. In my case, even though I know I have Ashkenazi ancestry, that wasn't enough to prompt my doctor to consider screening. So there are many women walking around with this risk, who, like me, would have never known of their own risk but for this test from 23andMe."

23andMe customer who discovered she had a BRCA1 mutation

World Class Leadership Team Merging Tech, Biotech and Healthcare

Anne Wojcicki
Co-Founder and Chief Executive Officer

Steve Schoch
Chief Financial Officer

Kathy Hibbs, JD
Chief Legal & Regulatory Officer

Kenneth Hillan, M.B., Ch.B.
Head of Therapeutics

Consumer

Kumar Iyer
Head of Product
Previously at Facebook, Netflix

Steve Lemon
VP, Engineering
Previously at Loopt, WebMD, Apple

Tracy Keim
VP, Consumer, Marketing & Brand
Previously at RAPP, Bonobos, Volvo

Okey Onyejekwe, MD, JD
VP, Healthcare Ops & Medical Affairs
Previously at Veterans Health, U.S. Air Force, Virta

Research & Corporate

Joyce Tung, PhD
VP, Research
Previously at Stanford University, UCSF

Jacquie Haggarty, MPP, JD
VP, Deputy General Counsel & Privacy Officer
Previously at Genomic Health, Latham & Watkins

David Baker
Chief Security Officer
Previously at Okta, Bugcrowd

Therapeutics

Jennifer Low, MD, PhD
Head of Therapeutics Development
Previously at Loxo, Genentech

Adam Auton, PhD
VP, Human Genetics
Previously at Albert Einstein College of Medicine, University of Oxford

Monica Viziano, PhD
VP, Portfolio Strategy & Alliance Management
Previously at GSK, Gilead

Richard Scheller, PhD
Board Director (former Chief Science Officer)
Previously at Genentech, Stanford University

Select Investors

2

Transforming Healthcare With 23andMe's Crowdsourced, Genetic Database

"The mission of 23andMe is not just about genetics. We want to transform healthcare...What I have learned after 11 years is that people want to participate in research…They don't want to be a human subject. They want to be respected as an equal and as a partner in the process."

Anne Wojcicki to Recode Decode (2018)

Unlocking the Genetic Code Creates the Opportunity to Revolutionize the Diagnosis, Prevention and Treatment of Most, if Not All, Human Disease

Cracking the code…

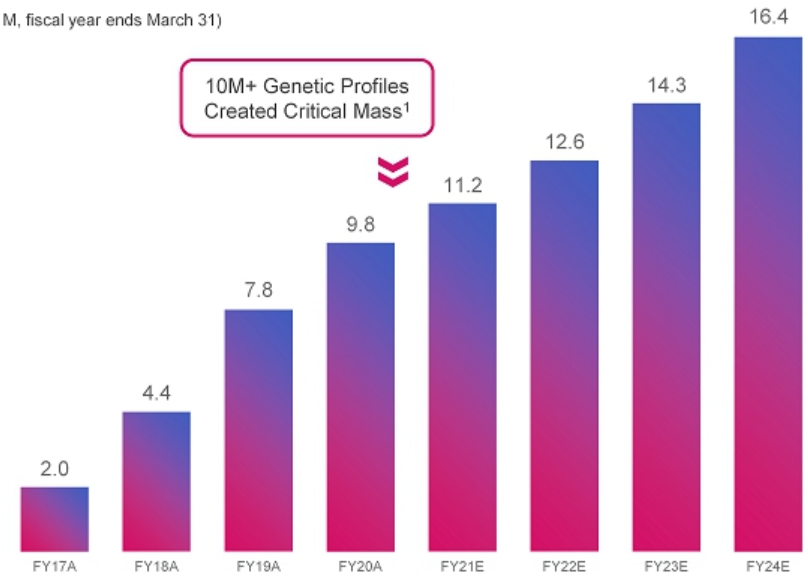
A C G T

...is a data problem, a very big data problem

We Are Redefining Healthcare. With Data. At Scale.

Cumulative Genotyped Customers

(in M, fiscal year ends March 31)



Empowering **Consumers**

10.7M

Genotyped Customers

Enabling **Research & Services**

4B+

Phenotypic Data Points

Developing **Therapeutics**

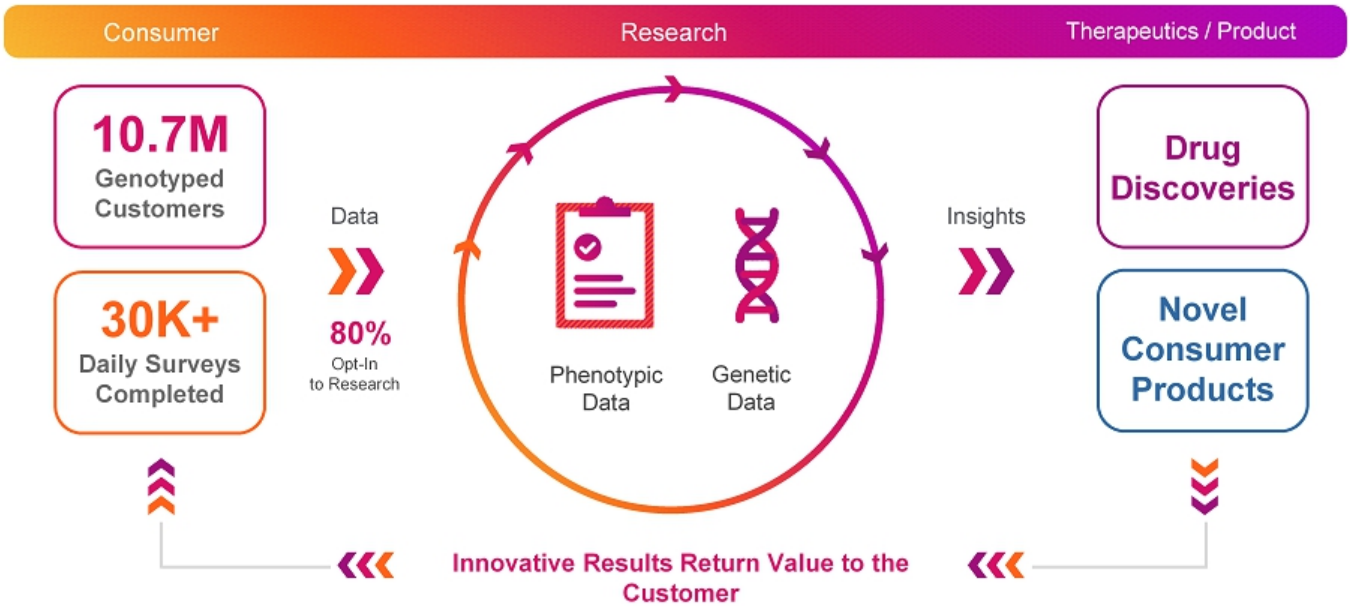
30+

Programs[2]

[1] 8.5M consented customers allows 23andMe to perform Genome-Wide Association Studies with over 10,000 cases on all diseases over 0.1% prevalence.
[2] Based on internal estimates subject to scientific, development and compliance risks. Includes collaborated, 100% owned and royalty interests targets.

Consumer Powered Healthcare Flywheel

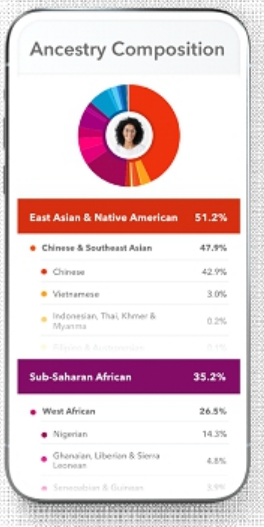
We run hundreds of billions of association tests per year that further our unique understanding of human biology

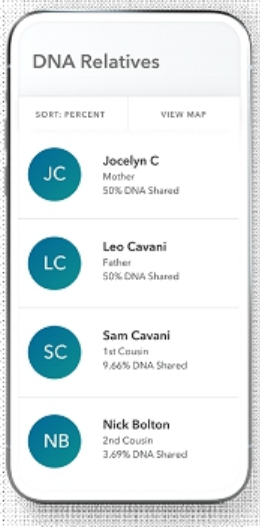


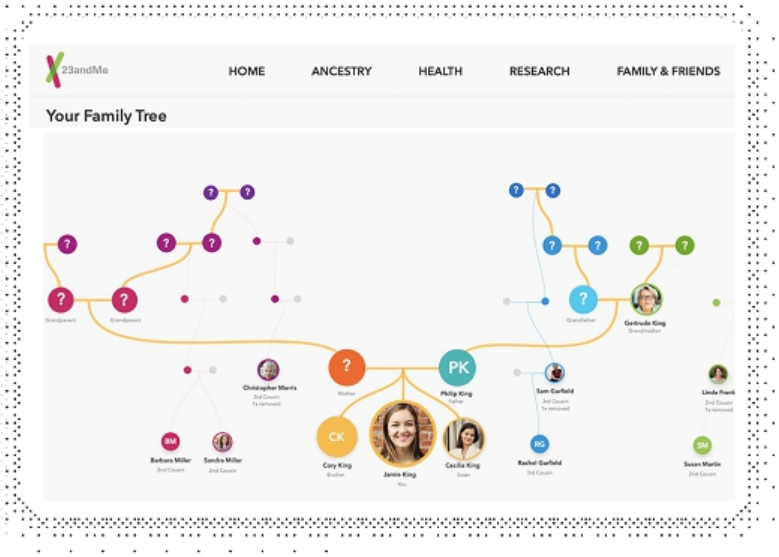
Our Ancestry Service

A Mass Entry Point to Building a Revolutionary Database

Ancestry Composition | DNA Relatives | Visualize Genetic Connections With an Automatically Built Family Tree







Note: Opt-in required for DNA Relatives and Family Tree builder.

How Ancestry Matters In Connection To Your Health

Ann M.
23andMe
Customer

Ann did not know her ancestry origins and would not have been eligible for clinical testing under current guidelines.

Ann decided to do 23andMe to learn more about her potential health risks. Based on her 23andMe report, she discovered she had a BRCA1 mutation.

Her doctor confirmed the results and she opted to have surgeries to reduce her risk of having ovarian and/or breast cancer.

Current clinical guidelines and eligibility for insurance coverage limit BRCA testing to women with a personal or family history of cancer (Robson, 2003)

Adult individuals with a BRCA1 or BRCA2 variant

50% → Meet NCCN® criteria[1]

- 20% → Identified by healthcare system
- 80% → Missed by healthcare system

50% → Do not meet NCCN® criteria

- 45% No first-degree family history of a BRCA-related cancer
- 21% Did not self-report having Jewish ancestry

DTC Testing

[1] NCCN is the National Comprehensive Cancer Network® (NCCN®).

Our Health Service

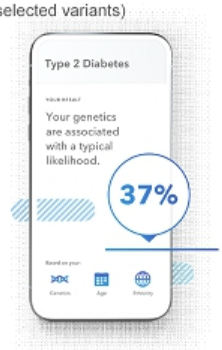
The First and Only Multi-Disease DTC Genetic Service That Includes FDA-Authorized Reports and Provides Personalized Genetic Insights and Tools

6 FDA Authorizations

Health Predispositions

14

Including:
Type 2 Diabetes (Powered by 23andMe Research)
Celiac Disease
Uterine Fibroids
Chronic Kidney Disease
G6PD Deficiency
MUTYH-Associated Polyposis
BRCA1/BRCA2 (selected variants)



Wellness[1]

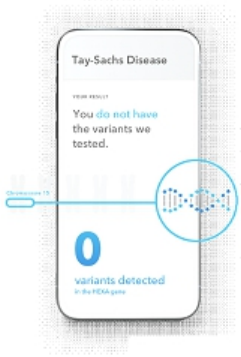
8

Including:
Muscle Composition
Genetic Weight
Alcohol Flush Reaction
Saturated Fat and Weight
Sleep Movement

Carrier Status

40+

Including:
Cystic Fibrosis
Sickle Cell Anemia
Familial Hyperinsulinism (ABCC8-Related)
Tay-Sachs Disease
Glycogen Storage Disease (Type 1a)

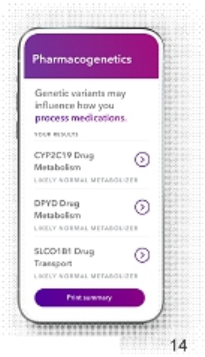


Pharmacogenetics

3

23andMe

Including:
SLCO1B1 Drug Transport
CYP2C19 Drug Metabolism
DPYD Drug Metabolism



[1] Wellness information does not require FDA Authorization.

A Meaningful, Engaging (and Fun) Experience

Strong Engagement and Trust Drive Longitudinal Data Collection

80%
customers consent to research

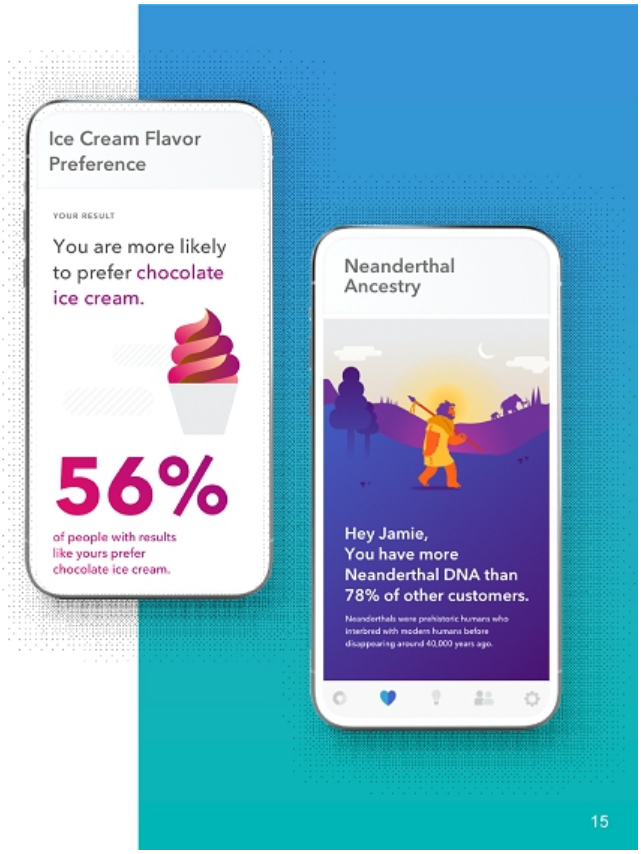
30K
research surveys completed daily

4B+
phenotypic data points

180+
published research papers

7M
genotyped customers logged-in in 2020

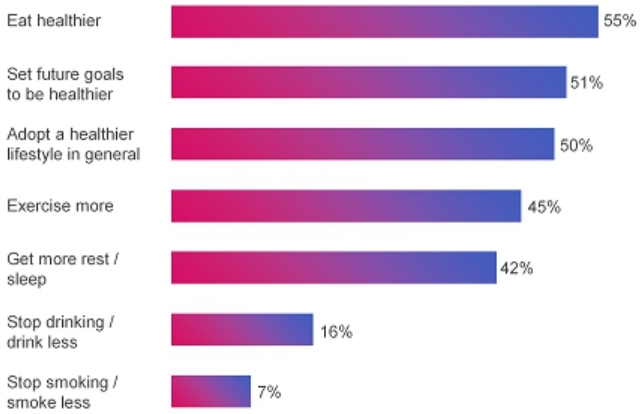
60%
pre-2015 customers logged-in during 2020



Genetic Data Helps Drive Behavior Change

76%

Report taking a positive health action[1]



[1] Based on 2019 online survey, designed by 23andMe and M/A/R/C Research, of 1,046 23andMe Health + Ancestry customers.

23andMe+ SM

Subscription is the Next Phase of Our D2C Journey

Pharmacogenetics

3 reports (FDA-Authorized)

Heart Health Reports

Atrial Fibrillation, Coronary Artery Disease, LDL Cholesterol, Hypertension

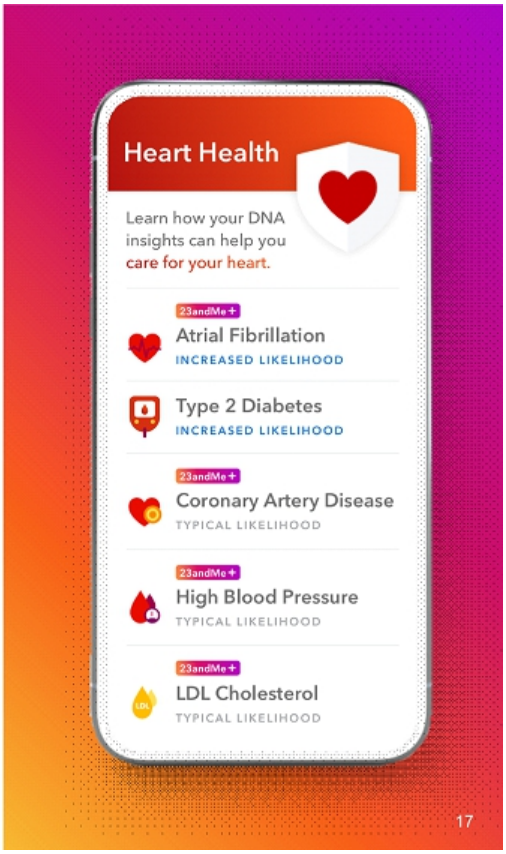
DNA Relatives

Advanced filters, access up to 5,000 relatives

Polygenic Risk Scores (Powered by 23andMe Research)

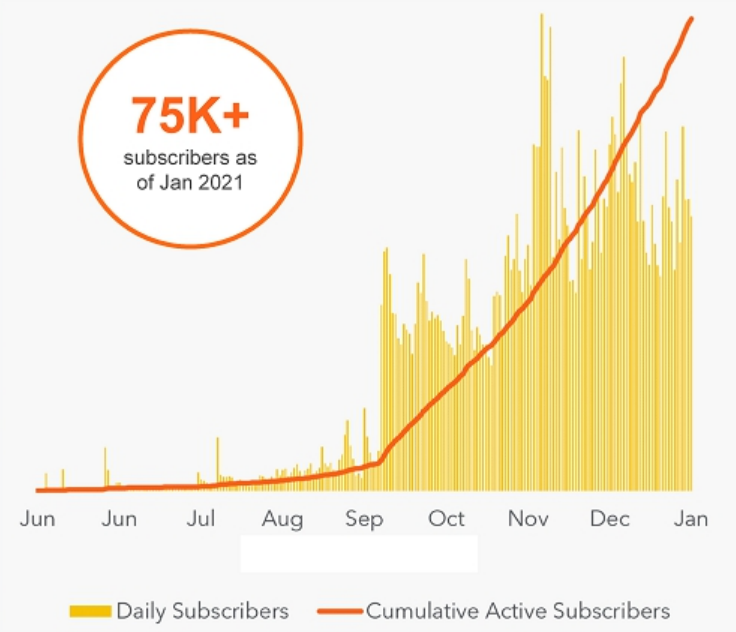
Rapidly discovering new genetic insights:

Cancer risk	Sleep
Reproductive Health	Fitness and injuries
Diet	Migraines



Strong Early Demand From Customers for Subscription Product

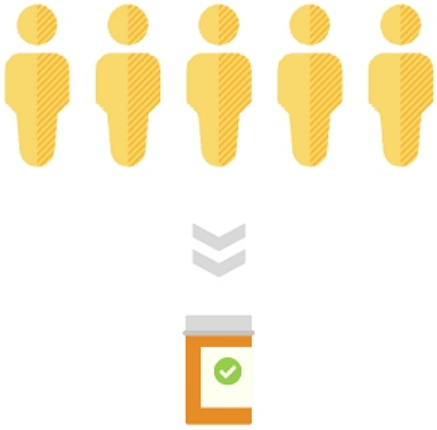
Soft Launch October 2020



Opportunity for Personalized Healthcare at Scale

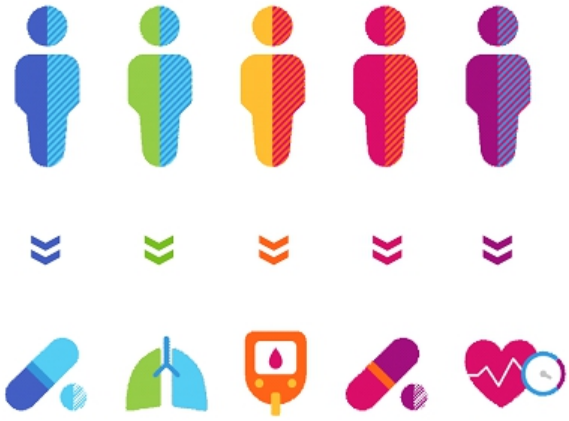
Practice of Medicine Today

Reactive – no customization until symptomatic



23andMe+™

Proactive – truly individualized from the very beginning



Genetics-Based Approach Will Transform the Continuum of Care

70%

Providers think genetic tests will improve clinical outcomes[1]

- Genetics-Based Primary Care
- Telehealth
- Diagnostics Testing
- Wellness Reports
- Pharmacy / E-Prescribing
- Medical Records
- Wearables
- Hospital Connection

[1] Health Affairs, "Views Of Primary Care Providers On Testing Patients For Genetic Risks For Common Chronic Diseases." (2018).


3
Transforming Therapeutic Development
With the 23andMe Database

Limited Use of Data and Lack of Patient Engagement Constrains Productivity

[1] IND = Investigational New Drug Application. fdareview.org, "The Drug Development and Approval Process" (2020).
[2] Probability of success for a drug to be approved is estimated to be <12%. [3] PhRMA, "Biopharmaceutical Research & Development: The Process Behind New Medicines" (2015).

Drug Development is Inefficient

NATURE PUBLICATION

The support of human genetic evidence for approved drug indications

Nelson et. al 2015

[1] IND = Investigational New Drug Application. fdareview.org. "The Drug Development and Approval Process" (2020).
[2] Probability of success for a drug to be approved is estimated to be <12%. PhRMA, "Biopharmaceutical Research & Development: The Process Behind New Medicines" (2015).
[3] Nature Publication, "The support of human genetic evidence for approved drug indications" (2015).

23andMe Can Efficiently Develop Novel Therapeutics by Power, Need and Speed

Our Scale Enables Real-Time Genetics Health Research

1,728,000 High cholesterol	**539,000** Type 2 Diabetes	**29,000** Type 1 Diabetes
1,572,000 Depression	**1,260,000** APOE e4 carriers (Alzheimer's risk)	**76,000** Epilepsy
986,000 Asthma	**593,000** Atopic Dermatitis	**225,000** Psoriasis
565,000 Irritable Bowel	**96,000** UC / Crohn's	**59,000** Barrett's Esophagus
479,000 Arrhythmia	**144,000** Coronary Artery	**38,000** Pulmonary Embolism
7,700 Systemic Sclerosis	**6,200** Sarcoidosis	**4,300** Idiopathic Pulmonary Fibrosis

[1] As of January 2021. [2] 23andMe COVID-19 manuscript live on MedRXiv September 7, 2020.

1,100,000[1]
COVID-19 study participants
(January 2021)

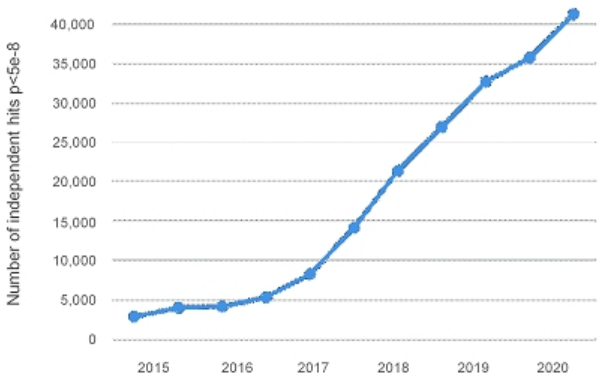
750K
Consumers participated in the COVID-19 study in the **first 90 days**

COVID-19 Research

- **March 16** Kicked Off Study
- **April 6** Launched Study
- **June 8** Preliminary Findings
- **Sept. 7** Printed Findings[2]

Size and Scale Accelerates the Quality of Target Discovery

New programs are identified through GWAS[1] hits, which increase linearly as size of database grows

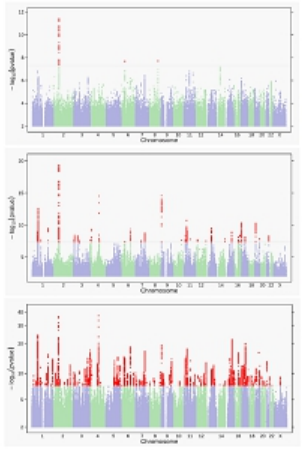


Example: Osteoarthritis GWAS hits dramatically increase as database grows

2016

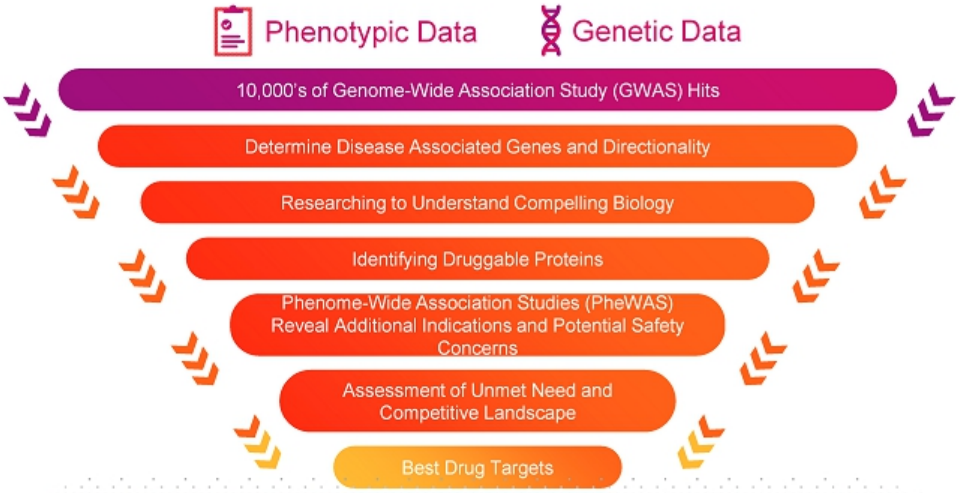
2017

2019



[1] Genome-Wide Association Study.

Systematic, Scalable Research Platform Yields Novel Drug Targets



Wet lab validated targets progress through standard stages of research toward the selection of preclinical lead molecules and clinical development

23andMe's database yields thousands of potential new drug targets

Advanced biology and medicinal chemistry guide design of optimal compounds from initial targets

Phenotypic breadth provides unique ability to uncover potential safety issues or possible indication expansions

Strategic Collaboration With gsk

$300M
equity investment

50/50
shared costs and profits

Access to
GSK technology and platforms

"Our work with 23andMe is exceeding expectations and helping us advance a new way of thinking about drug discovery, one driven by genetics and the DNA we inherit. The insights of why some people are protected from or are at greater risk for certain diseases can lead to genetically validated targets that are at least twice as successful in clinical trials."

Dr. Hal Barron, Chief Scientific Officer & President R&D, GSK (2021)

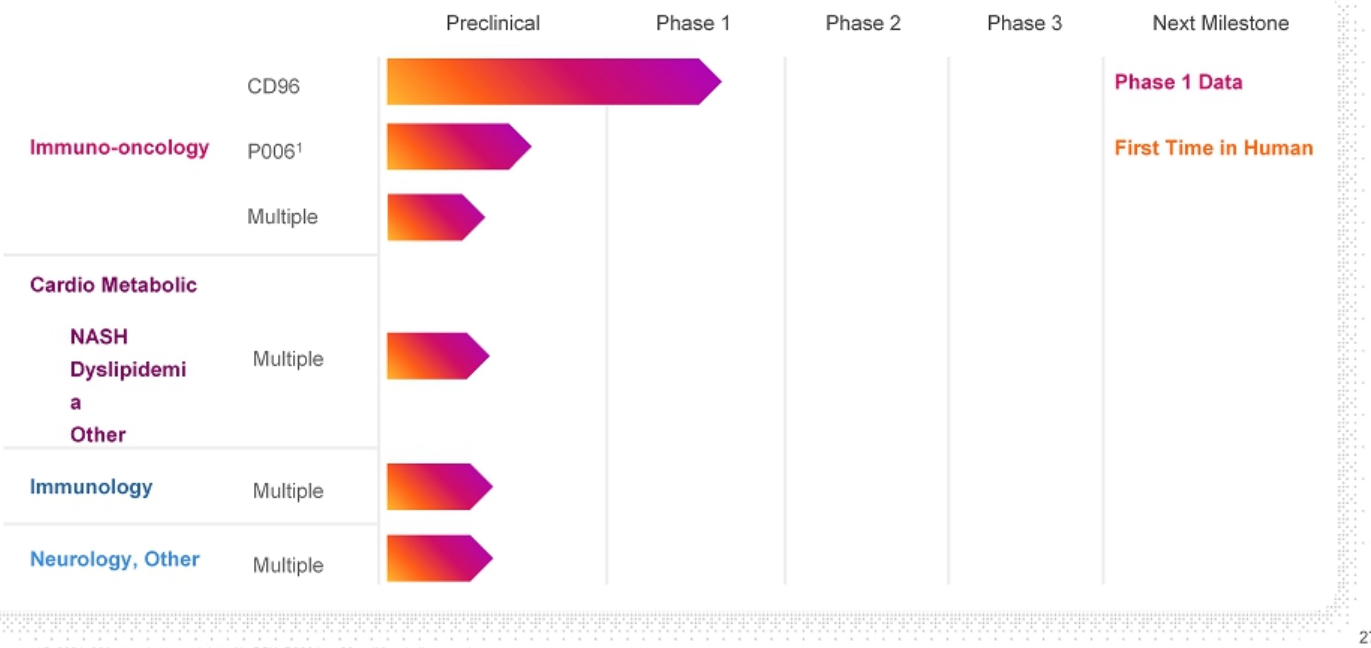
30+
joint profit sharing programs[1]

Inception-to-date targets discovered:

- Oncology
- Immunology
- Cardiovascular
- Metabolic Disease
- Neurology

[1] And some GSK unilateral programs.

We Have Generated a Deep Pipeline Across Multiple Therapeutic Areas



Note: As of January 15, 2021. [1] Most projects are joint with GSK; P006 is a 23andMe wholly owned program.

Our Lead CD96 Program Was Identified With ML and AI Applied to Our Proprietary I/O Genetic Signature

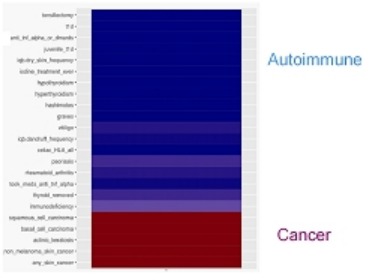
Large I/O market with over $41B expected in 2021 sales

2021 projected sales of leading checkpoint inhibitors

KEYTRUDA	$17.0B
OPDIVO	$7.9B
YERVOY	$1.8B

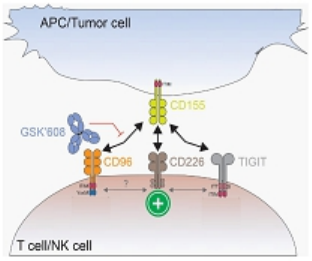
CD96 pathway validated with ML and AI applied to our proprietary I/O genetic signature which also identifies marketed I/O drugs

I/O genetic signature shows opposing effects on autoimmune and cancer phenotypes



We discovered the signaling pathway has a similar genetic I/O signature

CD96 plays an important role in regulating NK and T cell antitumor activity

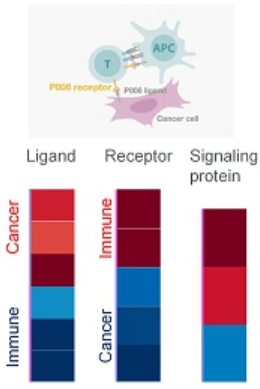


GSK'608 (anti-CD96) is progressing through a Phase 1 multi-ascending dose trial in patients with advanced solid tumors

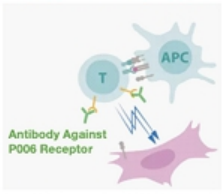
Source: Evaluate Pharma historical and forecast estimates.

Our 23andMe I/O Asset, P006, is a Potent Activator of Human T Cells Suppressed by Tumor Antigen

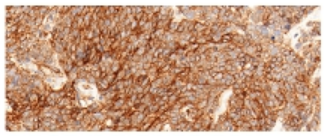
P006 pathway has a strong I/O signature unique to the 23andMe database



P006 blocks tumor suppression of T cells and activates immune response

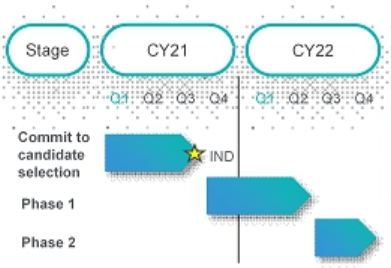


P006 ligand is strongly expressed in a subset of human tumors



Immunohistochemistry for P006 ligand in Small Cell Lung Cancer

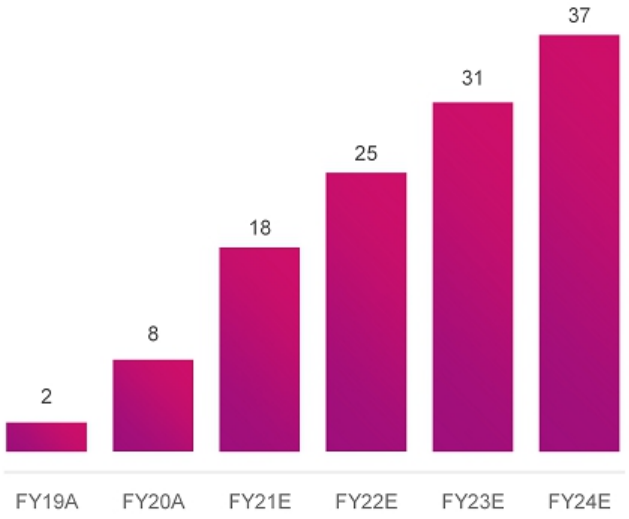
Initiation of Phase 1 is planned for CY21



We Are Rapidly Scaling Our Therapeutics Discovery Efforts

Note: Fiscal year ends March 31.[1] Based on internal modeled estimates subject to scientific, development and compliance risks. Includes collaborated, 100% owned and royalty interests targets and adjusted for probability of technical success.

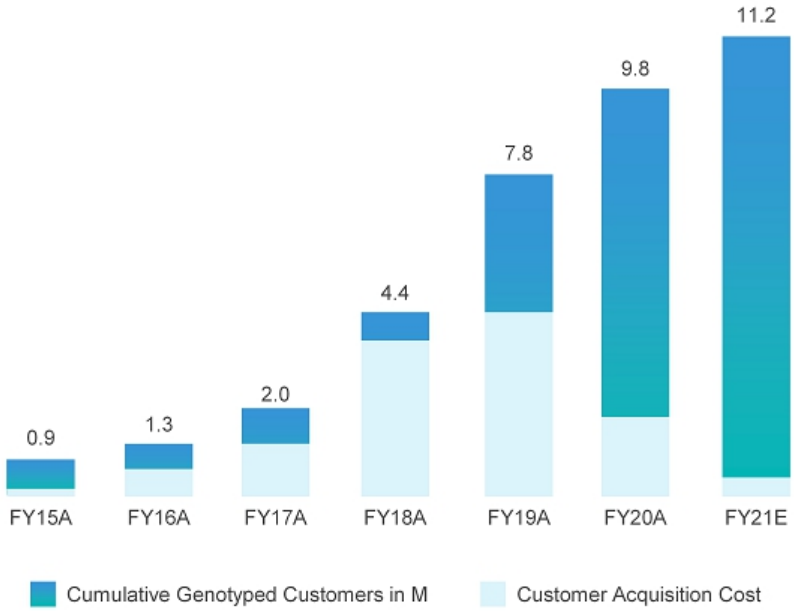
Accelerating Number of Validated Targets[1]



4

Financials

Investing in Our Future



Note: Fiscal year ends March 31.

"Anyone trying to replicate the 23andMe model by focusing only on the data, and neglecting the central focus on empowered, engaged patients, is likely to fail – and never understand why."

David Shaywitz
Forbes Magazine

Balancing Growth With Profitability in Consumer and Research Services

Note: Fiscal year ends March 31.

Consumer and Research Services

Investing in Our Future | Profitable Growth

CRS Adjusted EBITDA

($ in M)

23andMe Financials

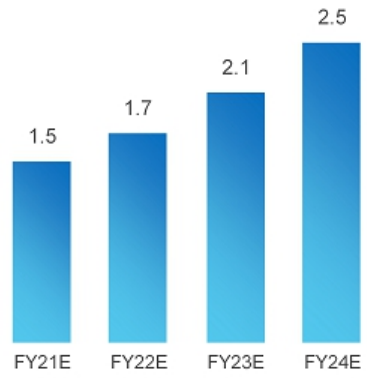
($ in M, except for %)

	FY19A	FY20A	FY21E	FY22E	FY23E	FY24E
Revenue	$441	$305	$218	$256	$317	$400
Gross Margin	44%	45%	45%	51%	55%	58%
Sales & Marketing Expense	$191	$111	$44	$69	$76	$85

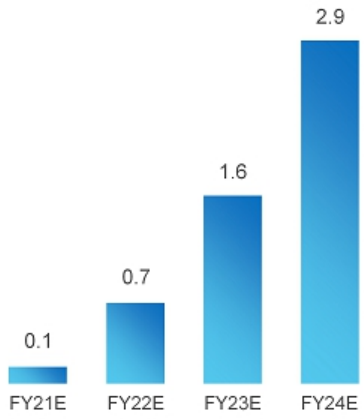
Drivers of Future Growth

Consumer Opportunity

ANNUAL KITS SOLD
(units in M)

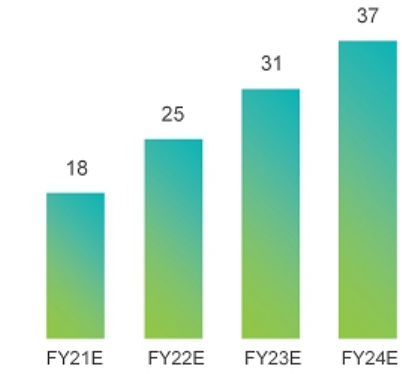


CUMULATIVE SUBSCRIBERS
(in M)



Therapeutics

CUMULATIVE TARGETS THROUGH VALIDATION[1]
(number of slots[2])



Note: Fiscal year ends March 31. [1] Based on internal estimates subject to scientific, development and compliance risks. Includes collaborated, 100% owned and royalty interests targets. [2] Adjusted for probability of technical success.

Financial Summary

in M	FY19A	FY20A	FY21E	FY22E	FY23E	FY24E
Cumulative Genotyped Customers	7.8	9.8	11.2	12.6	14.3	16.4
Cumulative Subscribers	-	-	0.1	0.7	1.6	2.9
$ in M						
Revenue	$441	$305	$218	$256	$317	$400
Gross Margin %	44%	45%	45%	51%	55%	58%
Consumer & Research Services Adjusted EBITDA	($86)	($66)	($9)	($10)	$26	$71
Adjusted EBITDA	($141)	($147)	($106)	($134)	($109)	($78)

Note: Fiscal year ends March 31.

Genetic Data Fuels Massive Market Opportunities

U.S. Telehealth TAM
$250B[1]

Global Prescription Drug TAM
$825B[2]

Pharma R&D TAM
$190B[2]

[1] McKinsey, "Telehealth: a quarter-trillion-dollar post-Covid-19 reality?" (2020).
[2] EvaluatePharma, "World Preview 2020, Outlook to 2026" (2020).

5

Transaction Overview

Transaction Overview

23andMe, a pioneer in consumer health and therapeutic development, expects to enter into a definitive agreement to merge with VG Acquisition Corp. (“Virgin”)

Implied post-money enterprise value of $3.5 billion

Transaction to be funded through a combination of Virgin’s $509 million Cash in Trust and $250 million of committed PIPE financing

Net proceeds used to fund cash to balance sheet for growth initiatives

Current shareholders of 23andMe expected to maintain 81% pro forma ownership

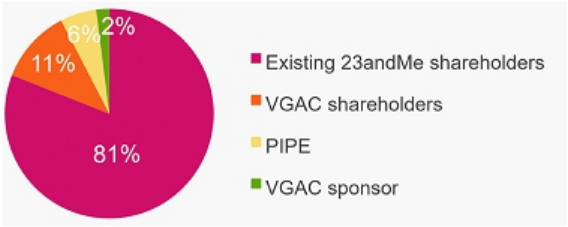
Sir Richard Branson and Anne Wojcicki to invest $25 million each

Transaction Overview

Post-Money Valuation at Close

PF Transaction ($ M)	
23andMe Illustrative Share Price	$10.00
PF Shares Outstanding	444.8
Total Equity Value	**$4,448**
Less: Cash	(984)
Less: Debt	--
Total Enterprise Value	**$3,463**

Illustrative Post-Transaction Ownership



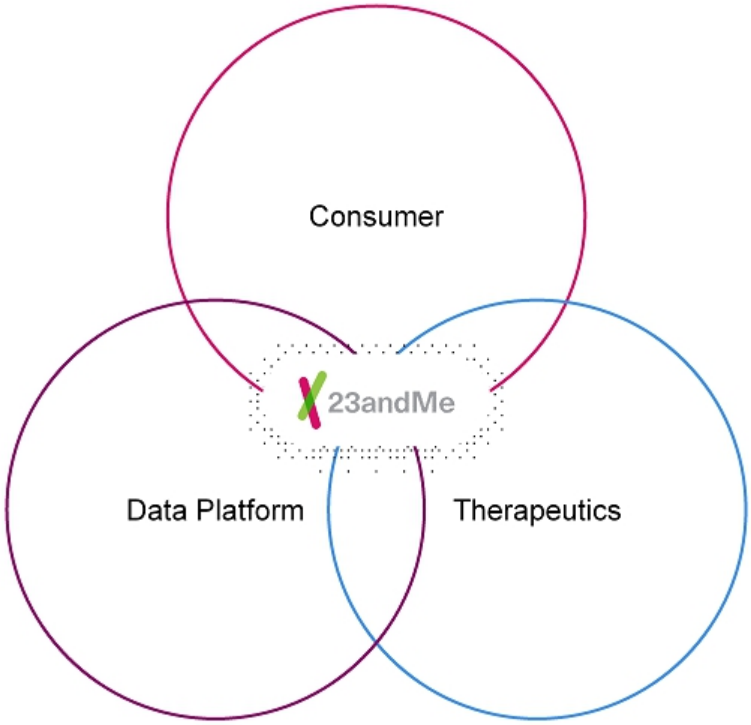
Estimated Transaction Cash Sources & Uses

Cash Sources ($ M)	
SPAC Cash in Trust	$509
PIPE	250
Total Cash Sources	**$759**

Cash Uses ($ M)	
Cash to Balance Sheet	$696
Estimated Transaction Expenses	63
Total Cash Uses	**$759**

Note: Excludes the impact of 25.1 million public and private placement warrants and 3.8 million sponsor earnout shares vesting ratably at $12.50 and $15.00. Excludes equity awards issued at closing upon rollover of unvested 23andMe equity awards and new awards under the combined company's equity incentive plan. 23andMe cash balance of $289 million as of December 31, 2020.

Valuation Framework



APPENDIX

Adjusted EBITDA Reconciliation

$ in M	FY19A	FY20A
Net Income	**($184)**	**($251)**
(+) Other Expense (Income)	0	(1)
(+) Interest Expense (Income)	(5)	(6)
Operating Income	**($189)**	**($258)**
(+) Depreciation and Amortization	10	23
(+) Stock-Based Compensation	37	44
(+) Restructuring and Exit Costs	-	45 [1]
Adjusted EBITDA	**($141)**	**($147)**

Note: Fiscal year ended March 31. [1] For the year ended March 31, 2020, restructuring includes $881,000 of stock-based compensation expense related to restructuring activities.

Exhibit 99.3

23andMe 2021 Investor Presentation Transcript

EVAN LOVELL:

00:00:10:06 Welcome to the 23andMe investor presentation. Thank you very much for joining us today and listening to the presentation. I'm Evan Lovell, the Chief Investment Officer of Virgin Group and the Chief Financial Officer of VG Acquisition Corp., our SPAC. Your presenters today will be Anne Wojcicki, the co-founder and CEO of 23andMe, Steve Schoch, the Chief Financial Officer, and Kenneth Hillan, the Head of Therapeutics.

00:00:35:14 They will take you through the presentation. But before they do that, I wanted to just pause and give you a quick snapshot of what our investment thesis is for 23andMe and why we're so excited about partnering with this company to help them go public.

00:00:49:05 First of all, we've had the privilege of knowing 23andMe since 2007, when we invested in their Series A. And we've seen from that period of time how Anne and her management team have purpose built this company from day one to where it is today.

00:01:04:22 And where it is today right now is a significant foundation to grow the

business in both the consumer side and the therapeutic side. So for our investment thesis, we think the company has a significant opportunity to disrupt healthcare using the power of genetic data for their customers.

00:01:23:15 The second one is that the company has built the world's premier re-contactable genetic database. This has built a very large moat, which will be incredibly expensive and difficult for any other company to duplicate. The other one is we at Virgin invest behind consumer brands.

00:01:44:11 And we think that 23andMe has built one of the truly trusted consumer brands in healthcare. And you'll see as Anne and the team go through the information, the level of customer engagement that they have here is really significant. It gives them ample opportunity to continue to grow revenue in multiple areas in their consumer side.

00:02:07:03 And then, of course, there's the therapeutics effort the company has. We believe that there's significant value that has been built there today and a lot of room to run going forward. And this has been validated from a diligence perspective by the collaboration that they've formed with GSK.

00:02:23:24 And then finally, we think that this is a world-class management team. They have deep bench strength, both on the consumer side and the therapeutic side, and we think that they will articulate the vision of this company for the public markets and be able to execute and create significant value going forward.

00:02:41:24 The final thing that I'll say is that we're raising the $250 million pipe. $50 million of that will be subscribed by both the Virgin Group and Anne personally. So $25 million each. And with that, I'm really pleased to introduce Anne and the rest of the team to take you through the story. Thank you very much.

ANNE WOJCICKI:

00:03:03:03 Thank you so much, Evan. Before we kick off, I really just want to talk about one of our core values. And that is that behind every data point is a human being. And one thing that we find in this day and age where we talk about big data sets and data's the new currency, is that behind all that data, are people.

00:03:25:24 And the one thing that I've learned over the last 14 years of running 23andMe is just how powerful genetic information is for people. And that

we really change lives. We change lives when we tell someone something important about their ancestry, or when we connect family members.

00:03:45:07 Or when we tell someone about a BRCA mutation and they have to go and get a mastectomy. The genetic information that we give back to people is incredibly meaningful. It's the digital representation of them. And so a lot of this world now, we talk about big data.

00:04:03:08 And big data's really important for being able to understand what the human genome means. But I just want to emphasize to my investors and to my customers that the way we make decisions is always about what's in the best interest of our customer.

00:04:18:22 And while big data's important, we never lose sight of the fact that, behind every data point, is a human being. So I want to start also with our mission statement. Our mission is to help people access, understand and benefit from the human genome.

00:04:34:05 And what people know about us mostly is this kit on the left. They know that you can order a kit, that we've done spit parties, that you can learn

about yourself. And that really is about the access and the understand. But what people don't know as much about us is how we're helping everyone benefit from the human genome.

00:04:53:15 And the way that we're helping people benefit from the human genome is allowing our customers to opt in to research. And what we've been able to put together now is a community of ten million people who are all engaged in research and interested in saying, "How are we going to benefit from the human genome?," whether that's about how we're changing healthcare, how we're changing research, or how we're changing drug discovery.

00:05:22:08 So one thing I think that we can all relate to is that the healthcare system today is less than ideal. It's widely a B2B business. It is not personalized. We've all had the experience of taking a medication that doesn't work for us. It's not fun.

00:05:41:02 I used to be an investor in healthcare companies. And the one thing that I learned when I was investing in healthcare companies was that there was this opportunity that came with human genetic information to potentially

drive a whole new, personalized kind of system.

00:05:58:22 And I saw this happen in 2003 when the genome was first sequenced. And Francis Collins came out and said healthcare's going to dramatically change. And it's going to dramatically change from having it be personalized, having diagnostics, being able to prevent disease, and then being able to potentially treat and cure all other diseases.

00:06:20:11 And so I was super excited. But what happened years after that is I found that the system as it is never adopted genetic information. And so a lot of the origins of 23andMe and why we started the company was really about how do I take this incredibly powerful technology, and actually put it in the hands of individuals, and then apply it for us to have a better healthcare system and a better drug discovery process?

00:06:46:15 So what I learned also while I was investing was that healthcare as a $4 trillion system has no real incentive to change from within. And that if you want to change healthcare, you have to change from the outside. You have to create an external force that causes that change.

00:07:06:16 So what 23andMe from day one has envisioned is how do we empower consumers at scale to drive change in healthcare? And the reason why we're so excited today about partnering with Virgin is because the way you empower customers at scale is by having a consumer brand.

00:07:26:19 And what Virgin has done spectacularly well is change things like travel. They made it fun. They took an old industry and they totally changed it by thinking first about the consumer. And that's exactly the approach that we want to take to how we're actually thinking about healthcare as well as drug discovery.

00:07:45:08 How do we, consumer first, think about how we can disrupt and really create a whole new type of better system. So the way that we get to consumers at scale is by being direct to consumer. And the one thing that I've realized over time is that if you want to have better healthcare, it cannot all be predicated on a one-to-one relationship with a physician.

00:08:08:17 You have to be able to find ways that you can leverage technology to scale the distribution of care and information. So what 23andMe has done by being a direct to consumer company is we've pioneered a path

for people to get access directly to incredibly important information about themselves.

00:08:28:12 So I'm incredibly proud of the six FDA authorizations that we have that cover topics like carrier status and pharmacogenetics and significant health risks like breast cancer. So we've pioneered how this information can go directly back to healthcare.

00:08:45:24 And the vision that we have is that, if you want to really be able to change healthcare, you have to find ways to scale. And you have to scale by being direct to consumer. I'm incredibly proud that a lot of our customers are learning incredibly meaningful information about themselves.

00:09:03:26 Over 80% of our customers receive a report with a meaningful genetic variant. So I think back on that vision from 2003, when Francis Collins talked about the potential of human genetic information. And talked about the ability to predict and to prevent and to actually revolutionize treatments.

00:09:23:14 We're executing on that vision now by giving genetic information back to our customers and helping them get really meaningful information about themselves. So what I'm also really proud of is the 6,000 number. The fact that over 6,000 of our customers have potentially received a BRCA report.

00:09:41:15 Now, BRCA's associated with breast cancer. And that means that I have thousands of my customers who learn about a very high risk and have the opportunity to potentially take a preventative action. And what I also know is that a number of those customers never would have qualified to get access to this testing under the existing insurance guidelines.

00:10:04:24 So right here, part of the reason why I'm so passionate about what I do and coming in every day is because I'm giving my customers incredibly meaningful information about them that lets them take a proactive action to improve their health and, in some cases, save their lives.

00:10:23:04 I couldn't do any of this without a fabulous team. I'm incredibly proud of some of these people I've been able to work with for over a decade. We've also been able to pull together people from the tech world, the

healthcare world and the biotech world.

00:10:38:18 And all of those worlds are quite different. And so having the experience now of having for over a decade working with these three very different cultures and putting them together into a true technology-enabled healthcare company is phenomenal.

00:10:57:05 So it's given us a huge edge by being able to bring together all of these teams and having that experience of working together. I also want to highlight my investors. I'm really proud of having a number of investors who have stood by us since the very beginning.

00:11:12:14 So Evan already talked about Virgin, which came in in the Series A, as well as companies like Google, NEA and Genentech. Now, NEA actually participated in every round since the Series A and was so passionate about their shares, they transferred them over to NewView.

00:11:28:22 I'd also love to highlight Genentech. I contacted the former CEO of Genentech back when we were starting the company and we went in to pitch. And in that meeting, he brought Richard Scheller, Hal Barron and

Kenneth Hillan. And we presented what Evan calls the purpose-built vision.

00:11:45:28 We presented the idea that we are going to crowdsource. We're going to empower customers, we're going to crowdsource research, and we're going to have a huge impact on healthcare and drug discovery. And so from that meeting, I now have the incredible privilege of having Richard Scheller on my board and Hal Barron as my partner at GSK, and Kenneth Hillan in the company, running my therapeutics team.

00:12:10:13 So the position the company's in today is we're really at critical scale. We have the size and the community and the power to really have a significant impact on healthcare and on the therapeutic discovery. So what fascinated me back on that day in 2003 when I saw the human genome first sequenced was in some ways the simplicity of it.

00:12:35:04 That A, C, G and T that make up all of life, has incredible diversity. And if you think about it, it's just four base pairs that can create lions or bananas or you. And so what's so fabulous to me is that we have this code.

00:12:56:04 It’s such a simple code. And I want to understand it. And the way that you understand a simple code like that is with data. But you need a significant amount of data. And what I see as this tremendous opportunity for us is to really understand what does the human code mean for us?

00:13:14:06 How one day can we actually go from your genetic sequence to being able to predict human biology? And when you can do that, you really have that opportunity to revolutionize the diagnosis, prevention and treatment of most, if not all, human disease.

00:13:31:22 So where we are today is we have over ten million customers. And the power that comes with over ten million customers is that we're at scale for research. So Kenneth has the ability now to do research on all diseases over 0.1% prevalence in the population.

00:13:49:22 That means that I'll have over 10,000 customers with all diseases, all over 0.1% prevalence. So it allows us to do research in a whole new way that's almost like a Google query. Kenneth can come and say, "I'm curious about this topic," and we can run an analysis.

00:14:07:09 And so much of research typically has a huge cost of just how do you find the people? How do you enroll them? You have to consent them. Whereas what we have the ability to do, we already have these millions of customers. They've had the opportunity to opt into research, been consented.

00:14:25:00 And now, we have the ability to really leverage the analytical expertise that we have and start making discoveries. So we also have this ability now to analyze all this data and pull it through for therapeutic discovery. And I'm really proud of the over 30 programs we have. Kenneth will be able to talk about those in a little bit.

00:14:44:08 Last, one area that I'm incredibly passionate about, again, hearkens back to that vision in 2003 about how am I actually going to help my customers be healthier? It's a huge opportunity that comes from genetics. We all know that we have risks.

00:15:01:16 But what are those risks? And how do we actually manage them? And then how do we actually be healthier? And so now, I have the critical size

and scale with over ten million people, going back to that key tenet of the company, I have scale.

00:15:16:11 And what we're introducing and what you'll hear me talk more about is how do I empower all of my customers to leverage the important genetic information they've learned about themselves, to actually be healthier and potentially prevent disease.

00:15:29:26 I don't want to just treat disease, I want to help my customers prevent and be healthier. So what we've built here again goes back to the idea that Evan talked about, the purpose-built company. This slide is almost the same type of slide that we presented back in our Series A.

00:15:47:12 How is it I empower? I have over ten million customers, I ask them if they want to opt into research, I have over 80% of my customers opting into research, and then I ask them to take surveys. And over 30,000 surveys come in every single day.

00:16:03:15 So huge amounts of information are coming in. And the reason why people do this is because of the flywheel. Because I ask my customers to

give me information, but then I give them something back. So I have the analysis machine. And then I translate all of this data into either therapeutic programs that Kenneth can work on, or novel consumer products that go back to my customers.

00:16:27:26 And one of the best examples of this is actually our ancestry composition product, where in the early days, it was relatively rudimentary. But after being able to analyze the data more and more, I'm able to give my customers back a much better experience.

00:16:42:01 So again, a key tenet for us in this entire consumer-powered healthcare flywheel is that my customers are always our partners in research. They're not a subject. So this is where we want to make sure our customers are always benefiting from the human genome.

00:16:58:12 The ancestry product is a really fun product that has encouraged a number of people to sign up. And in some ways, it's been the easiest way to help people understand what do they get from genetic information. And what they learn is about their genetic ancestry.

00:17:14:23 And I think we've probably all heard stories about people who think that they understand what their ancestry is, but then they learn about their DNA and they realize that there's a difference between what is in their DNA versus what they actually thought.

00:17:27:20 And so people also have the ability then to find relatives. And so even I, I found a first cousin on 23andMe. So people every day are finding that they have additional family members. Some people are reconnected with their parents or siblings. So we have all kinds of stories of people coming together and finding each other through 23andMe.

00:17:50:07 The ancestry information is really fun for people. And it's widely discussed, but it's not just out there as part of a cocktail conversation. Your ancestry information is really important for your health. And if you think about when you go to the doctor, one of the first things that your doctor asks you is about, "What is your background? What is your ancestry?"

00:18:11:23 And the reason why they do that is because your ancestry can potentially predict whether or not you're higher risk for certain kinds of conditions.

And one disease area we already talked about is breast cancer and BRCA. So BRCA, for instance, there's three common mutations that are more common in the Jewish population.

00:18:30:02 And so a lot of insurance guidelines make a requirement to get access to that testing to know that you actually have Jewish ancestry. But what 23andMe has found is that 20-30% of our customers never knew they had Jewish ancestry, but they have that BRCA mutation.

00:18:49:08 So I'm really proud of the company that what we're doing is we're helping our customers identify really important mutations about themselves. And they can go on to take meaningful medical actions. And what I'm also really proud of is we've enabled access.

00:19:07:00 Again, going back to our mission statement about helping people access and understand this information, we've enabled access. And the rest of the system, the insurance system as it is today, often blocks that access. And that's specifically something that we are trying to solve.

00:19:22:19 We want to empower our customers to access this information. The

health service is the heart and soul of what we're doing. And again, going back to that vision in 2003 about helping our customers potentially prevent disease, learn about your genetic risks, understand what is it that all of us were born with.

00:19:44:01 We're all born with different risks. We all have different things that we should be focusing on. And so this health service divides up into four categories for our customers. First is the health predispositions. So areas like chronic kidney disease or type II diabetes or the BRCA variance for breast cancer.

00:20:02:19 We have a second section called wellness which is really about things like saturated fat and your genetic weight. The third area is carrier status. And that really involves pre-pregnancy planning. So, you know, conditions like Sickle cell or cystic fibrosis.

00:20:20:00 And last is pharmacogenetics. And this is an area I'm incredibly passionate about because so many medications actually have genetics integrated in the label, but it's very rarely used where you actually understand what your genes are and whether or not you should take that medication.

00:20:39:14 So we've all had that experience of taking a medication that doesn't necessarily work well for us. And sometimes that's because of just the medication. But sometimes, it actually comes from something in your DNA. And so this is something we want to empower our customers to be able to get access to this information and actually connect it with the prescriptions that they're getting.

00:21:00:17 So last, a key compartment of 23andMe and a key reason why we're so excited about partnering with Virgin here is that we want to make this a fun and exciting experience for our customers. It's not just about your health side and disease risk.

00:21:17:10 It’s about all of you. And when you think about all of you, it's not just your health. We want to be able to tap into the curiosity that all of us have about life. So things like, are you a morning person or a night owl?

00:21:32:26 You know, why do some people love chocolate ice cream versus vanilla? Like, holy cow. There's a genetic connection to chocolate ice cream

versus vanilla. There's things like Neanderthal score. Super fun for people. So part of the purpose of 23andMe is to engage people in understanding that the diversity that comes through our DNA leads to this spectacular diversity in life that makes us all good at different things and makes us all appreciate different things.

00:22:01:21 My favorite thing that my kids like to remind me, there's actually genetics about why some people don't like brussels sprouts. And so again, a key component. There's things like that, again, impact your daily life. Not medically-relevant, but fun.

00:22:19:04 So the fun component of 23andMe makes our customers engaged. So over seven million of our customers logged in in 2020. And over 60% of our customers from before 2015 also logged in in 2020. So why do these people come back? They come back because we're giving them meaningful information about themselves.

00:22:40:07 But we're also giving them fun. And again, the two together is a critical component of the product and why we're engaging and why we have a strong relationship with our customers and we are trusted. What we've

also found with our customers is that they get this genetic information and they want to make a change.

00:23:00:24 So when we surveyed our customers, over 75% of our customers already reported taking a positive health action. Things like trying to eat healthier, trying to change how they're exercising, trying to stop smoking. So what I find is the genetic information is so powerful because it gives you an opportunity to potentially change your environment.

00:23:22:13 And if you change your environment, you have that opportunity to potentially prevent disease. 23andMe recently launched a subscription product with the idea that we want to help our customers benefit more and more from the genetic information.

00:23:38:12 And so the first step for us is providing additional content. So the additional content was one of the main things when we surveyed our customers that they asked for. They want to keep learning more about themselves. So I want to point to the polygenic risk scores on the bottom because this is a key component of our subscription service.

00:23:57:19 What we have found in this flywheel that we talked about earlier is that we have the ability to do incredible amounts of research and put this back to our customers. So polygenic risk scores look at not one genetic mutation, but hundreds of thousands of mutations.

00:24:14:08 And it helps you understand who really is at higher risk for conditions, common conditions like type II diabetes or coronary artery disease or LDL cholesterol. So we're able to generate these scores for our customers based on all the data that we have.

00:24:31:13 So we recently launched the subscription product, and I'm really happy to see our customers engaged. This has been a soft launch. It only came out in October. We plan to officially launch this sometime in the first half of the year. But we already have over 75,000 subscribers.

00:24:47:26 So it speaks to me that our customers are hungry to do more. The information we're giving today is really exciting. But they want to do more with it. And that's exactly what we're executing on. We're going to create an entire product and subscription experience that is going to help our customers do more.

00:25:07:22 So the era that's coming that, again, I think back, I've been dreaming about this since 2003, how do you actually have personalized healthcare? How is it that I can go into my doctor and have a very different experience than everyone else that's out there, and ground it in my genetic information?

00:25:27:06 So the beauty of genetics is it does make us different. It makes us unique on day one. So we're all so spoiled these days of actually, you know, when I go shopping or when I'm watching TV, we're used to having a personalized experience. My kids do not like it when the TV is set to my name and not theirs because it's a very different type of experience.

00:25:49:06 The same thing with your health. And genetics gives us opportunity for each of us to have a truly personalized healthcare experience. Understand what your risks are, and then how do you focus there? And how do you really manage to those risks so you can actually prevent disease?

00:26:07:21 What I'm thrilled to be getting into is really, again, the vision from day

one. How do I leverage all this genetic information and do more with it? I want to benefit from the human genome. I want to actually get this information and know, "How is it integrated with my prescriptions?”

00:26:25:00 "How is it integrated into my primary care? How can I do more with the genetic information that I have?" So what's happened for years is we've realized that physicians just are not trained on genetics. The system is not structurally set up to understand how to use this information.

00:26:42:18 Doctors are mostly trained on how to treat disease, not about how to prevent. So what 23andMe is going to own is the genetics-based primary care experience, leveraging all this information that our customers have to create unique protocols about how you actually help them prevent disease, based on the genetic information, as well as all the lifestyle information that we're collecting.

00:27:10:16 So your wearable information now has a real purpose. How do you integrate that wearable information if you know that you have a high risk for a certain kind of disease? And are you making progress? And that's where we think about a medical record that is not just about your illness

and not just optimized for billing.

00:27:28:15 But a medical record that really is reflective about you, your underlying risks, and what you are actually doing on a daily basis to be healthier. So one of the core things that my marketing team loves to say is health happens now.

00:27:43:20 Your health is not something you wake up and you just do one day. It's the sum of every day of your life. And so that's what we want to engage our customers in. How is it that we can help you be healthy every day and have that ultimate outcome where you're actually healthy at 100?

00:28:02:20 So with that, I have the great pleasure of handing over the mic to Kenneth Hillan. Like I said, Kenneth has been able to see the company evolve over the last decade. He heard the Series A pitch where we talked about the theoretical idea of bringing customers together, giving them an opportunity to participate in research.

00:28:22:24 And then using all of this data to help our customers ultimately benefit from the human genome. And with that, we actually have a thriving and a

truly incredibly therapeutics program that leverages the genetic data. And my hope here is that we are truly transforming the drug discovery process by leveraging the genetic insights that we have. And that we will be helping our customers benefit from all these therapeutic programs by creating truly personalized medications that are going to help them treat a disease when they have it. With that, Kenneth. Thank you.

KENNETH HILLAN:

00:29:00:04 Thanks, Anne. I'm Kenneth Hillan. I head up Therapeutics at 23andMe. And I'll be sharing why we believe that the genetic discoveries from the 23andMe database have the potential to generate truly important and meaningful therapeutics that will help customers and patients to benefit from the human genome.

00:29:19:03 As Anne mentioned, we first met when she visited Genentech to do her Series A pitch. And she shared then her vision-- that she thought the combination of genetics and customer powered research would turn the therapeutics business model on its head.

00:29:33:23 And in therapeutics at 23andMe, we're entirely focused on turning that vision into a reality. So a core problem at the heart of the pharmaceutical

industry is that 90% of the projects that we start ultimately fail. Only 10% of the product candidates ever make it across the FDA finish line.

00:29:56:06 And it takes on average seven years to advance a program from discovery idea just into entering the clinical trials phase. When the costs then of the successes are burdened by those of the programs which fail, the average cost of bringing a new product to market in 2021 is close to $3 billion.

00:30:16:09 We see this combination of high product development costs, protracted life cycle times and low probability of success actually as an unprecedented opportunity for 23andMe to truly transform the therapeutics industry. And that's because we believe there's a very different and much more productive way to discover and develop drugs based on the power of human genetics.

00:30:39:20 So we use human genetics to reveal all the genes that are perturbed in the causal pathway of a given disease. This provides us, if you will, a map of all of the genes causing a disease. And allows us to ask a very critical question. If we were to modulate the function of any of those genes in the opposite direction from that which causes the disease, could we treat

or cure the disease?

00:31:06:19 So starting with this disease road map, based on human genetics, we can significantly shorten the drug discovery timeline. And we also know, based on publications, that it increases the probability of success because drugs that are validated by human genetics are twice as likely to succeed as those that are not.

00:31:28:03 At 23andMe, we integrate this powerful approach of using human genetics into a portfolio that prioritizes programs based on power, need and speed. We combine the unique statistical power of our data in areas of highest unmet medical need, with programs that have the potential to progress to clinical proof of concept at speed.

00:31:52:00 As one example, we advanced our anti-CD96 program from concept to first in human in just four years. And we're leveraging the extraordinary data platform that we have to prosecute the very best programs from across hundreds of medically-important diseases.

00:32:09:19 Our scale enables us to conduct genetics research across multiple

diseases based on the genotypic and phenotypic data that we collect in both European and non-European populations. Our phenotypes, as shown on the left, cover a range of common and rare diseases with the customer numbers for each of those highlighted here.

00:32:32:23 Our deep phenotyping provides an understanding of the mechanisms across multiple diseases and can also help to identify potential safety concerns at a very early stage of a program. We can recruit customers for clinical trials based on their genetics.

00:32:49:12 And we can also recruit customers for research studies to make important breakthroughs and medical advances. One really great example of that was the 2020 COVID-19 study that our research team ran. From kicking off that program to enrolling 750,000 customers took just 90 days. Real-time clinical research.

00:33:10:18 Over time, more than one million customers participated in that study. And our study, which is now published, contributed to new discovery including genetic risk factors for developing more severe COVID-19 infections or increased risk of hospitalization.

00:33:26:20 We identify our drug targets through genome-wide association studies, or GWA studies. These studies identify the inherited genetic variants that are associated with risk for a disease. These variants are also known as GWAS hits. And these are hits which have reached statistical threshold for achieving genome-wide significance at a P value of five times N to the minus eight.

00:33:52:06 The left-hand graph plots the number of GWAS hits over time. And you can see that the hits in the database at 23andMe are continuing to increase in a linear fashion. And the curve shows no evidence of flattening out. The right-hand graph then illustrates how does growth translate for one of our medical phenotypes.

00:34:11:04 And we have more than 1,000 medically relevant phenotypes in the database. In this case, I'm showing osteoarthritis. The GWAS hits are represented by red, vertical lines plotted by chromosomal location on the X-axis. And these plots are known as Manhattan plots.

00:34:29:20 You can see in 2016 when the database was much smaller we had just

one GWAS hit. But the number of hits has increased considerably over time since then. And by growing the database to over ten million customers, we dramatically increase the power to identify causal variants and potential drug targets that could be driving the disease.

00:34:50:13 Given the fact that human genetics can double the probability of success, a number of companies are trying to use the power of human genetics for the purposes of drug target discovery. But what truly differentiates 23andMe is that we can process and analyze human genetic information across hundreds of diseases at a truly unprecedented scale.

00:35:12:03 So at the top of this filter, we literally are filtering every six months tens of thousands of GWAS hits to identify the best in class drug targets in key areas of unmet medical need. At each step of this funnel, we're seeking to de-risk our targets, moving from that GWAS hit to the gene, and then from gene to function.

00:35:33:12 And then triangulating all of this genetic information with our understanding of biology to prioritize the most druggable targets. The breadth of our data allows us to interrogate any given gene in a

phenome-wide association study, or PheWAS study showing in the box, three from the bottom.

00:35:52:25 This is important because it can uncover additional clinical indications, also known as product life extensions. It may allow us, for example, to move forward to any small indication quickly so that we can get to proof of concept and de-risk a program.

00:36:08:07 We can also identify potential on target safety concerns all before our scientists ever pick up a pipette. We entered into what was a truly strategic collaboration with GSK in 2018. And it's been transformative for therapeutics at 23andMe.

00:36:25:17 It's enabled us to build our internal therapeutics team and a portfolio of programs. We have about 100 scientists working in therapeutics with full capabilities for drug and antibody discovery, as well as all of the phases of early clinical drug development.

00:36:42:27 The collaboration has been much more productive than either party imagined and has validated the enormous value of the 23andMe

platform. Together with GSK, we have initiated an excess of 30 programs for the database. And in addition to the 30 programs shown here, GSK is also carrying forward a number of programs unilaterally, where 23andMe has the opportunity to collect a royalty if that program is ultimately successful.

00:37:08:14 We carry 50% of the costs in the programs we participate. And it's also 50% in terms of profit sharing at the back end. And I think it's worth pausing to think that, really, the 23andMe platform is now one of the cornerstones of the future pipeline of a company, GSK, with a market cap of $100 billion.

00:37:25:28 We've built an exciting pipeline across multiple therapeutic areas, including, as you can see here, immuno-oncology, cardio metabolic diseases, and autoimmune and inflammatory disorders. We initiated a phase one clinical trial for our most advanced anti-CD96 program in collaboration with GSK.

00:37:45:17 It's an immuno-oncology, or IO program, and we are seeking to treat patients there with advanced, solid malignancies. In addition to the

collaboration with GSK, we have proprietary programs at 23andMe and our second most advanced program, also in immuno-oncology, P006, advanced just recently into IND-enabling studies. And we anticipate moving forwards to clinical trials later this year.

00:38:10:11 On the next few slides, I'd like to highlight a couple of those programs. So why immuno-oncology? Well, we believe there's a high unmet medical need for new therapies that can help patients to manage their cancers. We also believe there's a very significant commercial opportunity for a differentiated immuno-oncology product, given projected total global sales for IO programs of over $40 billion in 2021.

00:38:35:05 Our team made a very unique discovery in our database in that targets of successful immuno-oncology therapies show a very unique genetic signature in the 23andMe database. This is based on phenotypic associations with autoimmune diseases in one direction, and cancers in the opposite direction.

00:38:56:12 Our team took this signature to mine our database using machine learning and artificial intelligence to identify other targets that look just

like this, with this IO signature and that were primarily expressed on immune cells and cancers.

00:39:12:08 We identified that the CD226, CD96 pathway has a strong genetic immuno-oncology signature. And we know that this pathway plays an important role in regulating the function of natural killer cells and T-cells. We selected the target, CD96, because it's a protein that can suppress T-cells and NK cell activation in tumors.

00:39:34:18 And with this antibody, GSK608, by disrupting the interaction between two proteins, CD96 and CD155, it can promote immune cell activation and anti-tumor activity. The phase one program began enrollment last year. We're excited to move it forward. And we anticipate initiating combination dosing later this year.

00:39:57:24 The P006 program is fully owned by 23andMe. Again, we observe an immuno-oncology signature for this target. In addition to the receptor, we also see an IO signature for the ligand and also for the most proximal member of the cell signaling pathway.

00:40:15:17 And we believe this indicates there is a strong genetic link between this target pathway and cancer. The P006 antibody blocks the suppression of T-cells by tumors and reactivates their immune response. And we've identified high expression of the ligand in some tumors, as shown here in this immunohistochemistry section, with strong membranous staining of malignant cells in a small cell lung cancer.

00:40:41:12 And this marker has the potential to serve as a tool for patient selection in our clinical trials. The program recently initiated IND-enabling studies and we hope to commence a phase one clinical trial later this year. We've seen a rapid acceleration in the discovery of genetically identified targets from the database.

00:41:02:17 And would anticipate continued momentum and growth moving forwards. And this graph plots the number of those targets and estimated future targets. Our GSK partnership provides us with financial flexibility to advance programs on a 50/50 collaboration basis, or instead to opt out and take the royalty option that I spoke about earlier.

00:41:22:26 We anticipate continued growth of fully owned programs at 23andMe

and the potential for additional, non-exclusive partnerships post the term of the GSK collaboration, which has approximately 18 to 30 months to run. Thank you for your attention. I'll now hand you over to Steve, who will walk you through the financials. Thank you.

STEVE SCHOCH:

00:41:42:22 Thank you, Kenneth. I'm Steve Schoch, the Chief Financial Officer of 23andMe. We're going to talk about two things here today. First, talk a little bit about how our business objectives have shaped our financial strategy in the past two or three years.

00:41:59:22 And then a little bit of perspective on what's driving growth in our forecast period. You've heard both Anne and Kenneth talk about the benefits that we derive from scale, getting our data platform to scale. And it's been meaningful. In the finances of the company, it was the singular focus on the way that we were resourcing the company in the past two or three years.

00:42:26:11 And certainly has shaped our historic financial statements based on the way we were running the company. Anne showed you the buildup of customers earlier in the presentation, and that's reproduced here in the

blue bars. In the light blue is the amount of marketing resources that we put into the effort to build that data platform.

00:42:47:16 And so scale was the number one priority for several years. But as we began to see that ten million customer objective coming into view, we began to plan and execute to move the consumer business back towards a profitable growth footing.

00:43:07:27 And getting to more of an efficient frontier on the marketing front. And so that's been the way in which we've fueled the buildup of the platform with our personal genetics service business. Just to ground you for our fiscal year convention, so fiscal year 21 shown here on the right is the year that we're currently in.

00:43:26:28 Our fiscal year runs from April 1st to March 31st. And fiscal year 21 will end in about 60 days, on March 31st of this year. As we moved forward with the entirety of the business and thought about the future, we believed that we needed to get the totality of the consumer segment on a cash flow positive foundation to give us the flexibility to invest in other growth opportunities in the company.

00:43:55:07 This page shows at the top the adjusted EBITDA for the totality of the consumer segment, which includes that personal genetics service business we saw on the prior page. It includes research services, which is our fee for service business, and now includes revenue coming from the subscription business.

00:44:17:10 What you see here is in fiscal 21, we're on the doorstep of getting to break even. This has been a multipart program. So we talked about getting that marketing to efficiency. You can see the numbers at the bottom here on that.

00:44:34:05 But we've taken lots of other steps along the way. So we began to focus the promotion of the company on the health product and move away from promoting and focusing on the ancestry product. The health product has a list price that's twice the ancestry product price.

00:44:52:08 And they have the same cost of goods. So as we began to focus our attention on that, we began to see average selling price and margins improve. It's a bigger market, so we're facing off and putting resources

against a better growth opportunity to begin with.

00:45:08:13 We took other actions on other operating expenses to get efficient. And all of that has had this dramatic effect that you can see here on the page. And margins will keep improving with this business, which is helping us a lot as that subscription business becomes a bigger and bigger part of the mix here.

00:45:25:11 And so that's having a meaningful effect over time on profitability as well. If we turn to a little perspective on growth drivers, there are three things here on the page that are almost in chronological importance to us in terms of growth.

00:45:40:28 So on the left, you see our expectations for the personal genetics service business expressed as kits sold on an annual basis. So again, fiscal 21 is this year. One of the things to note about fiscal 21, when we began that fiscal year in April of last year, we were just in the midst of understanding how profound the effect of COVID might be on consumer behavior.

00:46:12:17 And we took a very conservative approach to running the business this

year. And we basically took all of our television advertising out of the business. You saw that reflected in those marketing numbers on the prior page.

00:46:25:22 One of the things that we are doing going forward is we're starting to put more resources back on the television front to a more normal footing. And given the strong tone of the business right now as we observe our daily run rates being up year on year, we feel like this is an achievable forecast for that business.

00:46:47:28 Anne talked about the subscription business earlier. It's soft launch still, so we're not promoting it either actively to the existing customer base, nor to the public. And so as we turn resources on to start promoting to both of those groups, given that we have ten million customers plus the public, we feel like delivering this number of subscribers is a pretty reasonable number to put out there and very achievable.

00:47:13:24 And then finally, the longer-term growth driver for revenue for the company will be coming from therapeutics. And Kenneth talked about this number of cumulative targets. I just wanted to give a little

perspective on how we build this forecast.

00:47:30:04 The output that we're currently observing from the data platform this year is the basis for this ongoing forecast. So we don't assume that there's an acceleration of actual annual output. That remains consistent. And this is the accumulation that you would see of those validated targets, up and down the portfolio spectrum from freshly validated, to up through the clinical programs.

00:47:58:28 And so these are the shots on goal as we think about it for our future revenue. And we think they are pretty achievable based on the assumptions that are behind them. The final thought on finances, the top part of this page, you've seen these numbers on the prior slides.

00:48:14:17 I want to bring your attention to the bottom of the page to the operating cash flow, the adjusted EBITDA. And we talked about the consumer segment, which is the second to the bottom line beginning to produce cash resources for the company to help us with our resourcing of growth opportunities.

00:48:33:02 The overall adjusted EBITDA of the company shown on the bottom line is the net cash that the company will be utilizing as we fund growth opportunities across the range of our businesses, including a growing commitment on the therapeutics front.

00:48:48:06 And when we complete this merger with VGAC we'll come out of that with between the SPAC's cash, this pipe that we're marketing and our own cash on the balance sheet, we'll come out of that with over $900 million on our balance sheet. And when you look at that against those cash needs to fund all of the growth that we've expressed here in this presentation, we feel like we can do everything we need to do to drive the growth of this company and have resources as other opportunities present themselves along the continuum. So with that, I will hand it back to Anne.

ANNE WOJCICKI:

00:49:29:24 Excellent. Thank you, Kenneth, and thank you, Steve. So I just want to conclude what I think is actually this incredible opportunity that again, I think we've been envisioning since day one, is that consumer scale. We have critical mass of our platform, of customers, of engagement to really be able to execute on the two visions.

00:49:53:24 How are we going to really usher in a new era of a genetics-driven primary care experience that really helps our customers be healthier? And second is, how do we really leverage all this information that we have, all the contributions from our customers to make meaningful discoveries?

00:50:15:03 And then translate those discoveries into a significantly more efficient drug discovery process where our customers then in turn will be able to benefit by having personalized treatments for conditions that they cannot prevent. So I'm incredibly excited about the opportunity and would love to hand it over now to Evan to talk through the transaction details.

EVAN LOVELL:

00:50:40:03 Thanks, Anne. So this transaction's being structured on a post-money enterprise value of $3.5 billion. This includes $509 million of cash from VG Acquisition Corp., and $250 million of committed pipe financing. This will all go to fund growth of the company.

00:51:00:12 And as Steve mentioned, post-transaction, if you look at the transaction

with cash on the balance sheet, this will fund over $900 million to fuel growth for the company going forward. So we're thrilled with the prospects of this company going forward. And thank you very much for hearing the story and spending your time with us.

* * *END OF TRANSCRIPT* * *

To: everyone@
From: Anne
Date: Feb 4, 2021 (4:05am PT)

Subject: Exciting Company Update!

Team 23,

Holy cow!

This is a big day for the company. After years of hard work, years of pushing through adversity, and years of pioneering a new way to approach consumers, research and therapeutic development, we are taking the plunge to go big! Very big!

Today we announced that we've taken the first steps to become a public company.

We will be doing so through a merger with Virgin Group's VG Acquisition Corp, a Special Purpose Acquisition Company (SPAC) that is already listed on the New York Stock Exchange. SPACs are also known as "blank check" companies and they are formed for the sole purpose of combining with an operating business like ours to help accelerate its growth. It's essentially a different, and more efficient, path to going public and raising capital than through a traditional IPO.

I want to be clear that this exciting development does not change our focus now or into the future. I will continue to lead 23andMe, alongside our existing executive team, and we will remain focused on our mission and vision.

We are thrilled to partner with this particular SPAC, which is sponsored by Sir Richard Branson and the Virgin Group, who share our passion to disrupt and innovate existing industries. Sir Richard was an early investor in 23andMe through our Series A funding round and has a deep understanding and long-standing appreciation of our business. Given their impressive track record and experience, we are confident that they are the right partner for us. We are also welcoming other long-term, high-performing investors, including Fidelity Management & Research Company LLC, Altimeter Capital, Casdin Capital and Foresite Capital, who have provided an additional $250 million in financing to accelerate these key growth initiatives.

How We Got Here & Where We Are Headed

I'm sure many of you are wondering why we made this decision now. As you know, for the past 15 years we have been focused on our mission to help people access, understand and benefit from the human genome. We have made tremendous progress in both empowering our customers with direct access to and helping them understand their personal genetic information.

And I believe the future of our company is to help our customers -- and the world -- benefit from potential treatments and a more personalized and proactive approach to healthcare.

While the past year has been incredibly challenging, it has also opened the door and accelerated new opportunities to transform the continuum of healthcare. Becoming a public company will allow us to raise the capital required to help us advance our mission and support future growth plans. We see this as an essential milestone in 23andMe's journey and a real validation of our unique business model.

I also want to take a moment to thank each of you for your incredible work and commitment to help us reach this next chapter -- especially in the face of the year we just had. We would not be where we are today without your collective hard work and passion. I am incredibly proud of all we have accomplished together and I can't wait to see what the future holds.

What's Next

Please keep in mind that today's announcement is just the first step in the process. There are several things that need to be completed before the transaction closes and we become a public company. During this time, we will continue to operate as an independent company and there will be no changes to your role or responsibilities. We encourage everyone to remain focused on their day-to-day work and reaching our OKRs.

As you all know, we are extremely proud of our transparent culture and we intend to maintain that to the degree possible, but we are likely not going to be able to share information as freely as we have previously because of additional legal requirements placed on all public companies. We will also need everyone to exercise a greater degree of discretion and confidentiality. This announcement may generate interest from the media or other third parties who may contact you in search of more information. If you receive any inquiries, including from former 23andMe employees, please do not share ANY information. If asked about the announcement by friends and family, please only share public information that is included in the press release we issued this morning (link included below). In the meantime, if you have any questions, please forward them to Questions@23andMe.com.

This last part contains legal language but is a very important point. We will continue to hold regular Feisty Fridays and will aim to answer questions during these meetings. However, until the merger is complete, there are strict securities laws that limit what details can be shared about the transaction. Our goal is to provide you with the information you need about the deal, while at the same time complying with securities laws. Written communication about the transaction may be required to be filed publicly so please avoid discussing the transaction over email, Google Hangouts or Slack. We are committed to keeping you updated throughout this process, so please bear with us as we work through it together.

I know this is a lot of information. Later today, we'll be hosting a virtual Town Hall, where we'll discuss today's announcement in more detail and you'll have the opportunity to ask questions. You should receive an invitation for that shortly. In the meantime, I encourage you to read our

press release [LINK], and watch the recording of our investor presentation, which will be available later this morning at [LINK]. In addition, we'll be posting on Spittoon a Q&A with more information about the transaction and what it means for you, as well as details on the protocols and guidelines for employees to follow between now and the transaction closing.

I am incredibly excited for what the future holds. Thank you all for being part of this journey!

- Anne

Forward-Looking Statements

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23andMe Town Hall

February 4, 2021

Holy Cow!

Congratulations & Thank You!

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Agenda

- Why We're Going Public — Anne
- Partnering w/ Virgin Group — Anne
- SPAC vs Traditional IPO — Steve
- Approximate Timeline — Steve
- What This Means For You — Fred
- Communications Guidelines — Kathy
- Resources — Katie
- Q&A

Why We're Going Public

- Great opportunity to partner with a leading consumer brand that has experience in healthcare
- Now at a point to leverage the size and scale of our platform to really help our customers benefit from the human genome
- COVID has accelerated the digital health revolution
- Therapeutics productivity has exceeded our expectations and requires more cash
- Additional cash opens up significant opportunities

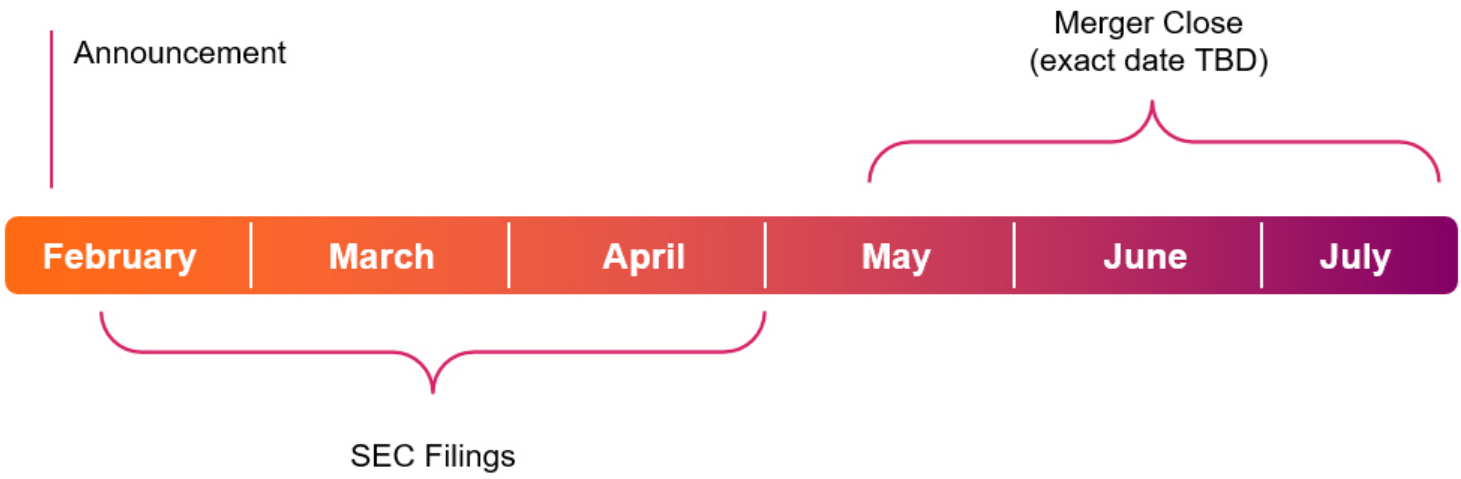
Virgin's Relationship with 23andMe

- Virgin likes to solve big problems and brings significant experience in healthcare with Virgin Care and Virgin Pulse
- Sir Richard Branson invested in our Series A, longtime 23andMe supporter

SPAC vs Traditional IPO

- Reviewed both pathways
- SPAC is a Special Purpose Acquisition Company
  - Formed for sole purpose of combining with operating business like ours to help accelerate its growth
- Faster process

Approximate Timeline



What This Means For You

Your Role

- No planned executive, team, or reporting structure changes
- Mission and OKRs remain the same
- Your responsibilities, projects, and initiatives remain the same; continue to execute!

Compensation & Benefits

- Base pay and benefits will remain the same.
- Your unvested options will be converted into options in the public combined company, and your vested options will be converted into shares in the public combined company.
- We will be scheduling a Lunch & Learn to discuss employee options in the near future.
- Please be patient as we share more details in the coming weeks.
- Note: Shares cannot be traded until the lockup period ends, which is 180 days from the close of the transaction. Following the end of the lockup all employees will be subject to insider trading blackouts / limitations.

Things to Keep in Mind

- Don’t count chickens before they hatch. Stay humble and grounded.
- Continued execution on our OKRs and plans matters.
- Comparing stories of other companies can be instructive but also unproductive as we have our own unique story.
- Be aware of “financial friends” soliciting advice or services.
- Do not trade VGAC stock or warrants.
- We will walk together through this journey with a variety of Lunch & Learns:
  - Updates on process, timing, financial/tax planning and specifics including stock information.

Moving Forward & Our Culture

- Be you and continue to live our values!
  - Think BIG!
  - We ♡ DNA.
  - Lead with Science.
  - Get to Yes or No, quickly.
  - Behind every data point is a human being
  - We're in this together.

Communication Guidelines

Why Communication Will Change

- We are all becoming investors in a public company!
- Public companies are governed by SEC regulations, disclosure must be made to all investors at the same time.
- This means you (our employees) must be treated as investors with regards to certain communications.
  - For example, once our SEC filings related to this transaction are public, we will be able to discuss the specifics with investors and employees. But we cannot discuss specifics with employees in advance of those SEC filings.
- That's why the press release was issued today (which was filed with SEC) before sending a company-wide email. And why SEC information was included with Anne's all company email.
- Please be patient as we make this change together!

Communication Guidelines

- 23andMe will continue to act as an independent, private company until the transaction closes.
- It is critical to avoid talking about 23andMe and its potential transaction outside of those who are aware of the potential transaction internally and externally.
- If you see a speculative media story regarding 23andMe's transaction, you should not comment on it under any circumstances. Forward any inquires to press@23andMe.com.
- The following Do's and Don'ts apply to all forms of communications, oral or written – including email, phone, chat, in-person conversations or otherwise – and the regulations apply to interactions with any outside parties, including media, clients, partners, friends and/or family.
- Importantly, all principles also extend to posts, retweets and likes on social media sites and platforms such as Facebook, Instagram, LinkedIn, Twitter, Medium, SnapChat, TikTok, WhatsApp, Line, Blind, YouTube and/or others.

Communication Guidelines

DO

- DO refer to published FAQs for responses to transaction related questions
- DO be mindful that the transaction has not closed and, until it does, 23andMe will continue to operate as a private and wholly independent company
- DO remain focused on your day to day responsibilities
- DO ask any general questions you may have through the proper channels:
  - Spittoon
  - Your Manager
  - Benefits@
  - Communications@
  - Questions@
- DO forward any media inquiries to press@23andMe

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  - Your Manager
  - Benefits@
  - Communications@
  - Questions@
- DO forward any media inquiries to press@23andMe

DON'T

- DO NOT talk to the press or investors about the transaction
- DO NOT share private information about the transaction on social media or with family / friends
- DO NOT discuss the rationale for the transaction, approval process or listing plans unless in accordance with company approved information and agreed upon messaging
- DO NOT allow the transaction process to become a distraction to the important work you do everyday
- DO NOT speculate on potential listing and expectations for stock price performance
- DO NOT trade VGAC stock or warrants

Resources

- View pre-recorded management review of the investor deck: https://mediacenter.23andme.com/company/investors
- For press inquiries: press@23andMe.com
- For internal questions: questions@23andMe.com

  We will answer those questions that we can legally answer. Some may have to be delayed due to timing with public disclosures.

Reminder: If you are speaking externally, please email communications@23andMe.com

Wrap-Up

Q&A

Exhibit 99.6

Page Title: 23andMe: Steps to Going Public

23andMe has announced an agreement to merge with a Special Purpose Acquisition Company, or SPAC, called VG Acquisition Corp (NYSE: VGAC). When this merger closes, 23andMe will be wholly owned by VGAC, the existing shares in 23andMe will be exchanged for shares in VGAC (which will change its name to 23andMe Holding), and our existing shareholders will own approximately 81% of 23andMe Holding. We believe this transaction enables us to raise a significant amount of additional capital and will accelerate our strategic initiatives and fuel our future growth plans.

Section Title: Popular Resources

- Investor Presentation & Recording
- Press Release
- About VG Acquisition Corp
- VG Acquisition Management

Section Title: Frequently Asked Questions by Topic

Section Title: About the Transaction & Timing

What is a SPAC and how it differs from an IPO
A SPAC, or Special Purpose Acquisition Company, is formed for the sole purpose of raising capital from public investors and using that capital to acquire a private company. Once the acquisition closes, the SPAC changes its name and ticker symbol to reflect the name and the mission of the acquired company.

Typically the SPAC and its investors own a minority of the combined company. This process, called a “de-SPAC transaction”, is essentially a different path to going public and raising capital than through a traditional IPO.

How much of the combined company will 23andMe existing investors own after the transaction closes
Following the closing of 23andMe’s transaction with VG, 23andMe’s’s existing shareholders will collectively own approximately 81% of the combined company.

The closing is subject to closing conditions, including the approval by VG's shareholders, and SEC review.
We anticipate that this will take several months. Upon completion of the transaction we will combine with VG which will change its name to 23andMe Holding Co and continue as a publicly traded NYSE company.

It’s critical to keep in mind that today’s announcement is just the first step in the process.
There are several initiatives that need to be completed before the transaction closes and we become a public company, including receiving a series of approvals from the government and VG shareholders. Until the transaction closes, 23andMe is still a private company, and we intend to put all of our focus on continuing to grow our business as usual.

Section Title: Business Impacts

Our mission, values, strategic initiatives, and company OKRs remain the same.
This pending transaction does not and should not alter your role or responsibilities. While this is certainly an exciting time for the company, we all need to remain focused on our mission and day-to-day work.

We believe that accessing the public markets will provide us with resources to accelerate the initiatives we have underway, while also capitalizing on a strong scientific pipeline to promote even further growth and opportunities for both our business, employees, and customers.

It’s even more important to remain focused on executing and achieving our FY21 OKRs.

Section Title: Your Role, Structure & Company Culture

You'll continue to be an employee of 23andMe.
VG does not have ownership or control over the company, and you will remain an employee of 23andMe. Upon closing, the combined company will operate as 23andMe Holding Co, and will be led by our leadership team and controlled by the current shareholders of 23andMe.

There are no planned organizational changes as a result of this announcement.
There are no planned organizational changes as a result of this announcement.

We are not planning any layoffs.
This is about investing in our future to accelerate our strategic initiatives and fuel our future growth plans.

It is our hope and expectation that we continue to enjoy our strong, unique, and thriving culture.
It is our hope and expectation that we continue to enjoy our strong, unique, and thriving culture. We take pride in the culture that we have worked so hard to build and evolve since our founding, and encourage employees to continue supporting and collaborating with colleagues. It will also evolve, as we learn new ways of communicating as part of being a public company.

Section Title: Stock, Compensation & Benefits

You cannot and should not buy VGAC stock or warrants.
The SEC will pay attention to trading in VGAC and will flag any trades by 23andMe employees. We will be providing more specific information in the coming weeks about your stock options and how they will be handled in the transaction.

All of us will be prohibited from trading for 180 days after the closing, just like after an IPO.
We will be providing more information on the rules that will be generally applicable to trading in our public company shares in the coming months.

As always, we will pay people competitively.
We will continue our annual salary review process that takes into account market trends for all of our roles. We also will conduct targeted adjustments when we see the market changing for in-demand jobs.

We will be offering a Lunch & Learn series to help you understand how this may impact you and your finances.
More information on dates will be coming soon.

Your base pay and benefits remain the same.
This transaction will not change your base pay or benefits.

Section Title: Communication & Questions

Please only share public information about the transaction with friends and family.

We recommend referencing information from our press release [LINK]. Please keep in mind that there are strict legal limitations about what details can be shared about the transaction.

Do not speak with the media at all unless it is part of your job.
Please refuse to answer any questions about the transaction. Please direct any media inquiries to press@23andme.com.

Our plan is to be as transparent as possible during this process but it will be different. SEC rules are very strict, and we need to follow them. So, we will be deliberately focusing our business communications on our business, and not on the transaction or on financial or investor information.

If you have specific questions, please submit them to Questions@23andMe.
Please understand that depending on the question, we may have to delay answering depending on legal considerations.

Section Title: Disclaimers

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Exhibit 99.7

Subject: **23andMe Announcement**

Dear [customer name],

When we started 23andMe we had dreams of being able to transform the world of healthcare, research and therapeutic discovery by empowering individuals with genetic information. Fifteen years later, we are getting closer and closer to that goal.

Today, I am excited to share that we are taking steps to become a public company. You can find the announcement here.

Our mission is to help people access, understand and benefit from the human genome. We have made incredible progress in both empowering our customers with direct access and helping them to understand their personal genetic information. And we believe the future of our company is in helping customers like you, and the world, benefit from a new, more personalized and proactive approach to healthcare. It will take additional capital and investment to accelerate this innovation and disruption.

I want to recognize that none of this could have been possible without YOU. I have learned over the past 15 years just how powerful genetic information is to us individually and collectively. The genetic journey is incredibly personal and meaningful. The most important core value at our company is “Behind Every Data Point is a Human Being.” We make our decisions based on what is best for our customers, and we are committed to always making that our top priority.

Thank you for being a part of the 23andMe journey. Francis Collins, the Director of National Institute of Health, said in 2000 as the first human genome was being sequenced: “Genome science will have a real impact on all our lives — and even more, on the lives of our children. It will revolutionize the diagnosis, prevention, and treatment of most, if not all, human diseases.” We are on our way!

Anne
CEO & Co-Founder

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