Escrow Agreement

Barclays Corporate

Date: 5 October 2021

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Escrow Account Agreement

Summary Terms

Escrow Bank	Name	Barclays Bank PLC
	Company registration details	A company organised under the laws of England and Wales with company number 1026167
	Registered Address	1 Churchill Place, London E14 5HP
	Notice details	Address: 1 Churchill Place, London E14 5HP Attention: CPO Escrow Email: CPOEscrow@barclayscorp.com copy EscrowCorpBank@barclayscorp.com
Party A (party making the Initial Escrow Deposit)	Name	Disruptive Capital Acquisition Company Limited
	Company registration details	69150
	Registered address	Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 2HT
	Notice details	Address: Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 2HT Attention: Emma Clayton Email: Emma.Clayton@jtcgroup.com Always cc in the following email addresses:- PSF.Admin@jtcgroup.com ops@thepensionsuperfund.com Daniel.Webb@thepensionsuperfund.com
Party B	Name	Disruptive Capital GP Limited
	Company registration details	61432
	Registered address	Western Suite, Ground Floor, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 1EJ
	Notice details	Address: Western Suite, Ground Floor, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 1EJ Attention: Tom Lambrechts. Email:- tom.lambrechts@tmf-group.com

		Always cc in the following email addresses:- RIL@tmf-group.com Ops@thepensionsuperfund.com Daniel.Webb@thepensionsuperfund.com
Escrow Account	Currency: GBP Account number: 23576817 IBAN: GB52 BARC 20008423576817 Sort code: *20-00-84* Swift BIC: BARCGB22 Account holder: Party A	
Initial Escrow Deposit	GBP 153,750,000	
Escrow Amount	All amounts for the time being held in the Escrow Account, including all Interest accrued thereon (if any) and credited to the Escrow Account from time to time (subject to Clause 5.8).	
Interest	Applied at the Interest Rate and credited to the Escrow Account in accordance with the Escrow Bank's usual practices.	
Interest rate	**Bank of England base rate less 0.08% per annum.** The rate may be changed from time to time at the sole discretion of the Escrow Bank giving 30 days' prior written notice. A change to the interest rate will take effect immediately following the expiry of the 30 days' prior written notice and the Escrow Bank will make available details of a change to the Escrow Parties as soon as practicable.	
Payment of Fees and expenses and taxes	Escrow Fee	Waived
	Liability for expenses and taxes	Party A and Party B jointly and severally.
Payment Business day	A day (other than a Saturday or Sunday) on which banks (including but not limited to the Escrow Bank) are open for normal business (including dealings in foreign exchange and foreign currency deposits) in London and Amsterdam.	
Agent for service of process	Party A	Disruptive Capital GP Limited, Vestry House, Laurence Pountney Hill, London, EC4R 0EH, United Kingdom
	Party B	Disruptive Capital GP Limited, Vestry House, Laurence Pountney Hill, London, EC4R 0EH, United Kingdom

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Signature Page

Executed by the parties or their respective duly authorised representatives on the date of this Agreement:

For and on behalf of

Barclays Bank PLC

Signature ______________________

Name (please PRINT) Thomas Speller

Title/Office (please PRINT) Head of Escrow EMEAPAC

For and on behalf of

Disruptive Capital Acquisition Company Limited

Signature ______________________

Name (please PRINT) Roger Le Tissier

Title/Office (please PRINT) Director

Signature ______________________

Name (please PRINT) Edmund Truell

Title/Office (please PRINT) Director

For and on behalf of

Disruptive Capital GP Limited

Signature ______________________

Name (please PRINT) Roger Le Tissier

Title/Office (please PRINT) Director

Signature ______________________

Name (please PRINT) Edmund Truell

Title/Office (please PRINT) Director

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Terms and conditions of the Escrow Agreement ('the **Agreement**')

1 Interpretation

1.1 Definitions

In this Agreement, terms defined in the Summary Terms shall have the meaning given therein. In addition, the following terms shall have the following meanings:

Account Data means personal data (as defined with the General Data Protection Regulation EI/2016/679) related to Authorised Representative, Callback Contact and any employee of Barclays, whose personal data is shared for the purposes of this Agreement;

Approved Counsel means:

(a) Herbert Smith Freehills LLP;

(b) Stibbe N.V.;

(c) Ogier (Guernsey) LLP; or

(c) another law firm acceptable to the Escrow Bank (acting reasonably);

Articles of Incorporation means the articles of incorporation of the Company, as amended from time to time;

Authorised Representative means a person named in Part 1 of Schedule 2 (Authorised Representatives), as amended from time to time in accordance with Clause 6.3;

Business Combination means a (legal) merger, amalgamation, share exchange, asset and/or liability acquisition, share purchase, reorganisation or similar business combination involving Party A with a target business or entity;

Business Combination Deadline means 15 months from the Settlement Date, subject to any three month extension period during which Party A has to consummate the Business Combination beyond the Business Combination Deadline as the result of a shareholder vote of the shareholders of Party A (or such other period of extension as may be approved by the shareholders of Party A) and any further three month extension period thereafter;

Business Day means a day (other than a Saturday or Sunday) on which banks (including but not limited to the Escrow Bank) are open for normal business (including dealings in foreign exchange and foreign currency deposits) in London and Guernsey;

Callback Contact means a person named in Part 2 of Schedule 2 (Callback Contacts), as amended from time to time in accordance with Clause 6.3;

Data Protection Legislation means any order, decree, binding judgment of the court, statutory instrument or regulatory requirement, as updated or replaced from time to time, including, but not limited to the General Data Protection Regulation (EU/2016/679), the UK's Data Protection Act 2018, the Privacy Electronic and Communications (EC Directive) Regulations 2003, and any applicable legislation in a relevant jurisdiction in which the Parties operate, which protect the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller or processor established in the United Kingdom or a Member State and all other industry guidelines¸ Codes of conduct or

Codes of Practice (whether statutory or non-statutory) issued by the Supervisory Authority relating to the processing of personal data or privacy of any amendments and re-enactments thereof;

Escrow Bank Group means Barclays PLC and its subsidiaries;

Escrow Parties means Party A and Party B and **Escrow Party** means either of them;

FCA means the United Kingdom's Financial Conduct Authority (and any successor regulatory authority);

Force Majeure Event means any event (including but not limited to an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons; riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts; nationalisation, expropriation, redenomination or other related governmental actions; any law, order or regulation of a governmental, supranational or regulatory body; regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunications, computer services or systems, or other cause) beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement;

Instruction means any Release Notice or any other instruction, communication or direction which the Escrow Bank is entitled to rely on for the purposes of this Agreement;

Judgment means any order, judgment, award, decision or decree of any competent court, tribunal or regulatory authority;

Ordinary Shares means ordinary shares of £0.0001 each in the share capital of Party A;

Party means a party to this Agreement;

Payment Services Regulations means The Payment Services Regulations 2017 (as amended from time to time) of the United Kingdom (SI 2017/752);

PRA means the United Kingdom's Prudential Regulation Authority (and any successor regulatory authority);

Prospectus means the prospectus to be published by Party A in connection with the admission and listing of the Ordinary Shares and Warrants to a regulated market operated by Euronext Amsterdam;

Related Agreements means the agreement(s) concerning the transaction to which this Agreement relates;

Release Notice has the meaning set out in Clause 5.1(a);

Required Majority means a simple majority of the votes cast at the general meeting of Party A in respect of a Business Combination or in the event that the Business Combination is structured as a merger, at least a 2/3 majority of the votes cast;

Resignation Date has the meaning set out in Clause 9.4;

Resignation Notice has the meaning set out in Clause 9.2;

Settlement Date means date on which the Ordinary Shares and Warrants are delivered to investors in accordance with the terms of the Prospectus;

Shares means the shares in the Company outstanding from time to time and including Ordinary Shares;

Verification Checks means, in relation to any Instruction:

(a) verifying any signature on such Instruction against the specimen signature provided for the relevant Authorised Representative in Schedule 2; and

(b) validating the authenticity of the Instruction by telephoning a Callback Contact (who may be the person who has executed the relevant Instruction as an Authorised Representative) of the relevant Escrow Party; and

Warrants means the redeemable warrants to be issued by Party A each giving the right to acquire one Ordinary Share.

1.2 Construction

In this Agreement

(a) the singular includes the plural (and vice versa);

(b) headings are for convenience only and do not affect the construction of this Agreement;

(c) references to Clauses and Schedules are to Clauses of and Schedules to this Agreement;

(d) reference to any agreement or document includes amendments and replacements of and supplements to such agreement or document;

(e) references to any person or entity include successors of such person or entity and its permitted assignees and transferees;

(f) all references to an account include all replacement accounts for such account; and

(g) the Schedules to this Agreement and the Summary Terms form part of this Agreement.

2 Appointment of Escrow Bank

2.1 The Escrow Parties hereby appoint the Escrow Bank to act as its escrow bank to provide and carry out the services assigned to the Escrow Bank under this Agreement, and the Escrow Bank accepts such appointment in consideration of the payment of the Fees and in accordance with and subject to the terms and conditions of this Agreement.

2.2 As a condition precedent to the Escrow Bank's duties and obligations under this Agreement, each of the Escrow Parties shall provide to the Escrow Bank upon the execution of this Agreement (i) a certified specimen signature in respect of each signatory to this Agreement and (ii) evidence (in a form acceptable to the Escrow Bank) of each signatory's authority to sign this Agreement on behalf of the relevant Escrow Party.

3 Establishment and Maintenance of Escrow Account

3.1 The Escrow Bank confirms that it has opened the Escrow Account and shall maintain the Escrow Account in accordance with the terms and conditions of this Agreement.

3.2 The Escrow Parties acknowledge and agree:

(a) that it is not their intention or purpose to use the Escrow Account for payment transactions within the meaning of the Payment Services Regulation;

(b) no Escrow Party is a consumer, micro-enterprise or a charity within the meaning of the Payment Services Regulations;

(c) none of the provisions of Part 6 of the Payment Services Regulations apply to this Agreement; and

(d) regulations 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations do not apply to this Agreement.

3.3 No Party other than the Escrow Bank shall have any right under this Agreement to access and/or use the amounts deposited in the Escrow Account, unless expressly set out otherwise in this Agreement.

3.4 The Escrow Account shall not go into overdraft.

3.5 The Escrow Bank holds all money forming part of the Escrow Amount in an account with itself as banker and not as trustee (or in Scotland as agent) and as a result the money will not be held in accordance with the client money rules of the FCA.

3.6 Each Escrow Party undertakes to the Escrow Bank that it will provide to the Escrow Bank forthwith upon request all documentation and other information required by the Escrow Bank from time to time to comply with all applicable laws and regulations in relation to the Escrow Account.

3.7 Each Escrow Party undertakes that any Instructions it gives in connection with this Agreement will be given only in accordance with the terms of this Agreement, and, without prejudice to the generality of the foregoing, will be sent to the Escrow Bank in accordance with Clause 11.

4 Payments to the Escrow Account

4.1 Party A shall:

(a) credit the Initial Escrow Deposit into the Escrow Account; or

(b) subject to clause 4.3, instruct a third party (including its solicitors) to credit the Initial Escrow Deposit into the Escrow Account.

4.2 Party A may, from time to time, credit further deposits into the Escrow Account or, subject to clause 4.3, instruct a third party to do so on its behalf.

4.3 A third party shall only be entitled to credit the Escrow Account where the Escrow Bank has (i) been provided with such documentation as the Escrow Bank may require, including, but not limited to (in its sole discretion), compliance with all know your customer and/or other internal checks and (ii) agreed to such crediting.

4.4 The Escrow Bank shall, as soon as reasonably practicable after receipt of the Initial Escrow Deposit and any further deposits from time to time, confirm receipt of such amount(s) to Party A in accordance with this Agreement.

4.5 The Escrow Bank has no:

(a) responsibility whatsoever to ensure that the Initial Escrow Deposit or any other amount is indeed credited to the Escrow Account; or

(b) obligations under this Agreement for any amounts other than those amounts which are from time to time (i) permitted to be and (ii) in fact deposited and credited to the Escrow Account in accordance with the terms of this Agreement.

5 Operation of the Escrow Account

5.1 Subject to Clauses 5.2, 5.3, 5.4, 5.5 to 5.8, 6, 7 and 9:

(a) if the Escrow Bank receives an instruction in, or substantially in, the form set out in Schedule 1 (Form of Release Notice) (a **Release Notice**) signed by an Authorised Representative of each Escrow Party directing the Escrow Bank, containing clear and accurate information in all the required fields, to transfer the Escrow Amount or any portion thereof to any designated person, including Party A and/or Party B, accompanied by:

(1) in connection with a Business Combination prior to the Business Combination Deadline, a copy of Party A's shareholder resolution(s) duly approving the Business Combination;

(2) in connection with the repurchase of Shares and/or redemption of Warrants in connection with the completion of a Business Combination, a copy of Party A's shareholder resolution(s) duly approving the Business Combination;

(3) following the passing of the Business Combination Deadline without Party A having completed a Business Combination, a copy of Party A's shareholder resolution(s) duly approving the liquidation of Party A;

(4) in connection with the repurchase and/or redemption in relation to any amendment of the Articles of Incorporation in respect of which Party A shall be allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments, a copy of Party A's shareholder resolution(s) approving the relevant amendments to the Articles of Incorporation, together with a copy of the Articles of Incorporation inclusive of the relevant amendments; or

(5) in connection with a termination by the Escrow Parties or the Escrow Agent under Clause 9, in respect of which a successor escrow bank has been appointed on terms substantially similar to those provided by the Escrow Bank as specified in this Agreement, a copy of the successor escrow agreement pursuant to which the successor escrow bank has been appointed,

together with a legal opinion from Approved Counsel in or substantially in the form set out in Schedule 4 (Form of Legal Opinion) or otherwise in a form satisfactory to the Escrow Bank (a **Legal Opinion**),

the Escrow Bank shall:

(A) commence processing such Release Notice; and

(B) release funds from the Escrow Account in accordance with the Release Notice within 2 Business Days of completing the Verification Checks on that Release Notice.

(b) the Escrow Bank shall, as soon as reasonably possibly, transfer or otherwise deal with the Escrow Amount or any part thereof in accordance with, the terms of a Judgment determining the entitlement of Party A or any other person to the Escrow Amount or such part thereof, provided that, at the Escrow Bank's sole discretion (acting reasonably), such Judgment shall be accompanied by a legal opinion reasonably satisfactory to the Escrow Bank given by counsel for the party requesting such transfer (or other action) confirming the effect of such Judgment and that it represents a final adjudication of the rights of the relevant parties by the applicable competent court, tribunal or regulatory authority, and that the time for appeal from such Judgment has expired without an appeal having been made.

5.2 The Escrow Bank:

(a) shall be under no obligation to transfer the Escrow Amount or any part thereof or to take action in relation thereto if it is prevented or prohibited from doing so or if it is instructed or ordered not to do so, in each case, by the terms of any Judgment with which the Escrow Bank, in its sole discretion, determines that it is required to comply or if the Escrow Bank is otherwise not legally permitted to do so; and

(b) may at any time, and nothing in this Agreement shall prevent the Escrow Bank from so doing, comply with the terms of any Judgment with which the Escrow Bank, in its sole discretion, determines that it is required to comply.

5.3 In the event of:

(a) adverse or conflicting claims or demands being made or threatened in connection with the Escrow Amount; or

(b) the Escrow Bank in good faith concluding that its duties hereunder are ambiguous or unclear in any material respect,

the Escrow Bank shall be entitled in its sole discretion to refuse to comply with any claims, demands or Instructions with respect to the Escrow Amount either:

(1) for so long as such adverse or conflicting claims or demands continue; or

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(2) until the Escrow Bank's duties have been clarified to the satisfaction of the Escrow Bank (acting reasonably).

The Escrow Bank shall not be or become liable in any way to the Escrow Parties for failure or refusal to comply with such claims, demands or Instructions in such circumstances and the Escrow Bank shall be entitled to refuse to act and to retain the Escrow Amount until required to transfer it in accordance with Clause 5.1(b).

5.4 Notwithstanding Clause 5.3, the Escrow Bank may (but without being obliged to do so) comply with any claims, demands or Instructions with respect to the Escrow Amount provided that the Escrow Bank shall have received security or an indemnity satisfactory to it sufficient to indemnify and hold it harmless from and against any and all losses, liabilities, claims, debts, actions, damages, fees and expenses which it may incur by reason of so acting. The Escrow Bank may, in addition, elect, in its sole discretion, to commence or seek such judicial relief or orders as it may deem necessary. The costs and expenses (including, without limitation, the fees and expenses of the Escrow Bank's legal advisers) incurred in connection with any such proceeding shall be paid by, and shall be deemed a joint and several obligation of, the Escrow Parties.

5.5 Any transfer by the Escrow Bank of the Escrow Amount or any part thereof under this Agreement will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by applicable law, rule, regulation, agreement or practice of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organisation with which the Escrow Bank is bound or accustomed to comply.

5.6 If the Escrow Bank is required by law, rule, regulation, agreement or practice of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organisation with which the Escrow Bank is bound to comply to make a deduction or withholding referred to in Clause 5.5, it will not pay an additional amount in respect of that deduction or withholding to the relevant Party.

5.7 The Escrow Amount will bear interest daily at the Interest Rate which will be paid as described in the Summary Terms. Any interest credited or paid under this Clause 5.7 will be paid or credited after deduction of applicable tax at the prevailing rate.

5.8 All Instructions relating to transfers of any part of the Escrow Amount shall refer to the currency of the Escrow Account. The Escrow Bank may (but shall not be required to) undertake any currency exchange transactions in connection with its role under this Agreement.

6 Instructions

6.1 Without prejudice to Clause 7.1(k), the Escrow Bank shall not be obliged to make any transfer of the Escrow Amount or any part thereof or otherwise to act on any Instruction notified to it under this Agreement if it is unable to complete the Verification Checks on such Instruction.

6.2 Each Escrow Party acknowledges that the Escrow Bank is authorised to rely conclusively upon any Instructions received by any means agreed hereunder (including, without limitation, Clause 5) or otherwise agreed by all Parties in writing. In particular:

(a) the Escrow Bank may rely and act upon an Instruction if it believes it contains sufficient information to enable it to act and has been signed by one or more Authorised Representatives of each Escrow Party in which case such Instructions shall be binding on Party A and/or Party B (as the case may be) and the Escrow Bank shall not be liable for such reliance and/or subsequent action. The Escrow Bank is not responsible for errors or omissions made by either Escrow Party or any Authorised Representative of either of them or resulting from fraud or the duplication of any Instruction by either Escrow Party or any Authorised Representative;

(b) notwithstanding any other provision hereof, the Escrow Bank shall have the right to refuse to act on any Instruction where it reasonably doubts its contents, authorisation, origination or compliance with this Agreement and will promptly notify the Escrow Parties of its decision; and

(c) all Instructions to the Escrow Bank shall be sent in accordance with Clause 11. The Escrow Parties expressly acknowledge that some methods of communication (such as electronic mail and facsimile) are not secure and:

(1) in respect of Instructions sent to the Escrow Bank:

(A) they are fully aware of and agree to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting Instructions through non secure methods of communication and any other means requiring manual intervention; and

(B) the Escrow Bank shall incur no liability for acting upon Instructions received by any such non-secure method or other means requiring manual intervention; and

(2) in respect of Instructions or data transmitted by the Escrow Bank to the Escrow Parties (or any Authorised Representative), the Escrow Bank shall not be liable for any loss, liability, claim, debts, action, damages or expenses arising from the fact that the method of transmissions or communication was not secure. The Escrow Bank is not responsible for a Release Notice submitted in breach of any underlying transaction document (including the Prospectus) or where the Escrow Parties are not properly entitled to submit such notice, nor shall it be liable for any reliance thereon and/or subsequent action;

6.3 Each Escrow Party shall provide a list of Authorised Representatives and a list of Callback Contacts, in the forms set out in Schedule 2 (*Authorised Representatives and Callback Contacts*). Each Escrow Party undertakes to give the Escrow Bank not less than five Business Days' written notice in or substantially in the form set out in Schedule 3 and otherwise in accordance with Clause 11 of any amendment to their Authorised Representatives or Callback Contacts giving the details specified in the relevant part of Schedule 2 (*Authorised Representatives and Callback Contacts*), together with evidence (in a form acceptable to the Escrow Bank) and/or such other documents (if any) as the Escrow Bank may require to evidence the authority of such further Authorised Representatives or Callback Contacts to represent the relevant Escrow Party. Any amendment of the Authorised Representatives or Callback Contacts of an Escrow Party shall take effect upon the expiry of such notice period (or such shorter period as agreed by the Escrow Bank in its absolute discretion). The Escrow Parties acknowledge and accept the risks associated with any appointment of the same person(s) to act as their respective Authorised Representative and Callback Contact. The Escrow Parties further acknowledge and agree that the Escrow Bank may rely upon the confirmations or responses of anyone purporting to be the Callback Contact in answering the telephone callback of the Escrow Bank and that the Escrow Parties shall assume all risks and losses (if any) resulting from such confirmations or responses.

7 Terms of Appointment of the Escrow Bank

7.1 The Escrow Parties acknowledge and agree that:

(a) the Escrow Bank shall not be under any duty to give the Escrow Amount held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers;

(b) this Agreement expressly sets forth all the duties of the Escrow Bank. The Escrow Bank shall not be bound by (and shall be deemed not to have notice of) the provisions of any Related Agreement or any other agreement entered into by or involving Party A and Party B except this Agreement and any Instruction, whether or not any such other agreement has been previously disclosed to the Escrow Bank, and no implied duties or obligations of the Escrow Bank shall be read into this Agreement or any Instruction. This Agreement shall apply only to Barclays Bank PLC in its capacity as Escrow Bank, and nothing in this Agreement shall restrict the right of the Escrow Bank or any of its affiliates to carry out or perform any other business, activities or services for any person or entity (including the Escrow Parties), and the carrying on or performance of such business, activities or services will not be deemed to violate or give rise to any duty or obligation to the Escrow Parties which is not specifically undertaken by the Escrow Bank under this Agreement;

(c) the Escrow Bank is under no duty to ensure that funds withdrawn from the Escrow Account are actually applied for the purpose for which they were withdrawn or that any Instruction is in accordance with the terms of any Related Agreement or any other agreement or arrangement between Party A and Party B;

(d) the Escrow Bank is not required to make any transfer of the Escrow Amount or any part thereof or any other distribution in accordance with any Instruction to the extent that the amount standing to the credit of the Escrow Account is insufficient and shall incur no liability whatsoever from any non-transfer or non-distribution in such circumstances;

(e) Party A and Party B unconditionally agree to the callback arrangements set out in this Agreement and the use of any form of telephonic or electronic monitoring or recording by the Escrow Bank according to the Escrow Bank's standard operating procedures or as the Escrow Bank deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Agreement;

(f) neither the Escrow Bank nor any of its officers, employees or agents shall be liable to any person or entity for any loss, liability, claim, debts, action, damages or expenses arising out of or in connection with its performance of or its failure to perform any of its obligations under this Agreement save as are caused by its own gross negligence, wilful default or fraud;

(g) the Escrow Bank shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event or any event where, in the opinion of the Escrow Bank, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Escrow Bank being in breach of any law, rule, regulation, or any Judgment, or any practice, request, direction, notice, announcement or similar action (whether or not having the force of law but with which the Escrow Bank would normally comply) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organisation to which the Escrow Bank is subject;

(h) without prejudice to Clause 7.1 (f), the liability of the Escrow Bank hereunder shall be limited to an amount equal to the amount standing to the credit of the Escrow Account from time to time;

(i) notwithstanding the foregoing, under no circumstances will the Escrow Bank be liable to any Party or any other person for (a) loss of profit, loss of business, loss of goodwill, loss of opportunity, whether direct or indirect; and (b) special, indirect, punitive or consequential loss or damage of any kind whatsoever, whether or not foreseeable, whether or not the Escrow Bank can reasonably be regarded as having assumed responsibility at the time this Agreement is entered into, even if the Escrow Bank has been advised of the likelihood of such loss or damage, unless the claim for loss or damage is made in respect of fraud on the part of the Escrow Bank;

(j) the Escrow Bank may deduct from (and, where applicable, set-off against) the Escrow Account any sum due to the Escrow Bank from Party A or Party B under this Agreement which has not been received by the Escrow Bank within ten calendar days from the final due date for payment in accordance with Clause 10.5;

(k) the Escrow Bank shall be entitled to rely upon any Judgment, certification, demand, notice, or other written instrument delivered to it hereunder without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof. The Escrow Bank may act in reliance upon any document or signature believed by it to be genuine and may assume that any person purporting to make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so;

(l) the Escrow Bank may (at the expense of the Escrow Parties) consult lawyers (or other appropriate professional advisers) over any question as to the provisions of this Agreement or its duties and the Escrow Bank shall not be liable for any action taken or omitted in accordance with such advice;

(m) this Clause 7.1 (m), Clause 7.1 (f), Clause 7.1 (k) and Clause 6.2 above and Clause 10.2 and Clause 15 below, shall survive notwithstanding any termination of this Agreement or the resignation, termination or replacement of the Escrow Bank;

(n) no printed or other matter in any language (including without limitation prospectuses, notices, reports and promotional material) which mentions the name of the Escrow Bank or the rights, powers, or duties of the Escrow Bank shall be publicly issued by the Escrow Parties or on their behalf without the Escrow Bank's prior written consent;

(o) except to the extent required otherwise under any applicable law, the obligations and duties of the Escrow Bank are binding only on the Escrow Bank and the respective rights of the Escrow Parties with respect to the Escrow Bank extend only to the Escrow Bank; and

(p) the Escrow Bank is not obliged to make a payment from the Escrow Account that, in its opinion, may breach the Escrow Bank's sanctions policy, or break a law, regulation or sanction, and is not liable for any loss arising because a transfer of all or any part of the Escrow Amount is delayed by checks that such transfer does not breach a law, regulation or sanction.

7.2 Any statement or report provided by the Escrow Bank on a regular basis in respect of the Escrow Account or any transactions or transfers of the Escrow Amount shall be deemed to be correct and final upon receipt thereof by Party A and/or Party B unless Party A and/or Party B notify the Escrow Bank in writing to the contrary within 30 calendar days from the date of such statement or report.

7.3 Any funds held in the Escrow Account must be held in a cash account at all times and shall not be reinvested in securities of any type.

7.4 The Escrow Bank shall not be entitled at any time to deduct from the Escrow Amount any costs, as well as any amounts due and payable to the Escrow Bank under this Agreement.

8 Representations and Warranties

8.1 Each Escrow Party represents and warrants to the Escrow Bank, and the Escrow Bank represents and warrants to each Escrow Party, that:

(a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) it has the power to enter into and perform its obligations under this Agreement which constitutes its valid, binding and enforceable obligations;

(c) this Agreement will not conflict with:

(1) any applicable law or regulation or any official or judicial order or control;

(2) its constitutional documents; or

(3) any agreement to which it is a party or which is binding upon it or its assets; and

(d) all governmental and other consents and/or approvals that are required to have been obtained by it with respect to this Agreement or transfers or payments under it including but not limited to all exchange control approvals from a central bank or other similar authority, have been obtained and are in full force and effect and all conditions of any such consents and/or approvals have been (or as applicable will be) complied with.

9 Termination, Resignation and Replacement of the Escrow Bank

9.1 The Escrow Parties jointly may at any time terminate the appointment of the Escrow Bank by giving the Escrow Bank five Business Day's written notice in accordance with Clause 11 to such effect together with a Release Notice in respect of the entire Escrow Amount submitted in accordance with Clause 5.1(a)(5).

9.2 Within 30 calendar days of receipt of such notice and Release Notice, the Escrow Bank shall (subject to Clause 9.5) transfer the Escrow Amount in accordance with the Release Notice.

9.3 The Escrow Bank may at any time resign for any reason (without giving reasons and without being liable for expense occasioned by reason of such resignation) by giving written notice (a **Resignation Notice**) to such effect to the Escrow Parties. On receipt of a Resignation Notice from the Escrow Bank, the Escrow Parties shall appoint a successor escrow bank as soon as practicable and in any event within 30 calendar days. Upon the appointment of a successor escrow bank, the Escrow Parties shall provide a Release Notice in respect of the entire Escrow Amount to the Escrow Bank submitted in accordance with Clause 5.1(a)(5) and, within 30 calendar days of receipt, the Escrow Bank shall (subject to Clause 9.5) transfer the Escrow Amount in accordance with such Release Notice.

9.4 If a successor escrow bank has not been appointed in accordance with Clause 9.2 above within 30 calendar days of a Resignation Notice, or for so long as the Escrow Bank has not received a Release Notice in respect of the entire Escrow Amount as required by Clause 9.1 or Clause 9.2, the Escrow Bank may at any time:

(a) appoint a successor escrow bank itself and transfer (subject to Clause 9.5) the Escrow Amount to that successor escrow bank; or

(b) petition a court of competent jurisdiction to appoint a successor escrow bank or otherwise direct the Escrow Bank in any way in relation to the Escrow Amount,

in each case, provided that such successor escrow bank shall provide escrow services on terms materially similar to those provided by the Escrow Bank as specified in this Agreement (including in respect Fee).

9.5 The resignation of the Escrow Bank will take effect on the earliest of:

(a) the date of the transfer of the Escrow Amount to the designated transferee or successor escrow bank under Clauses 9.1, 9.2 or 9.3(a); or

(b) the date of an order of a court of competent jurisdiction under Clause 9.3(b),

(such date being the **Resignation Date**).

9.6 Any costs of transferring the Escrow Amount upon termination or resignation shall be for the account of the Escrow Parties.

9.7 On the transfer of the Escrow Amount in accordance with Clauses 9.1, 9.2 or 9.3(a) the Escrow Bank shall be discharged from all further obligations arising in connection with this Agreement.

9.8 Subject to Clause 7.1 (m) and Clauses 9.1, 9.2 and 9.3(a), this Agreement shall terminate and the Escrow Bank shall be discharged from all duties and liabilities hereunder, only upon such date as (i) the Escrow Bank shall have distributed all of the Escrow Amount pursuant to this Agreement or (ii) if the Initial Escrow Deposit is not credited to or received in the Escrow Account within a reasonable period, as determined by the Escrow Bank. The Escrow Bank shall be entitled to close the Escrow Account at that time.

10 Fees and Expenses and Indemnity

10.1 In consideration of the performance of the role of Escrow Bank under this Agreement, the Escrow Parties (jointly and severally) shall pay the Fees in a manner specified in the Summary Terms. All Fees paid to the Escrow Bank shall be non-refundable, irrespective of any subsequent replacement of the Escrow Bank or termination of this Agreement. The Escrow Bank (acting reasonably) reserves the right to introduce new fees from time to time by giving the Escrow Parties 60 calendar days' notice. Any new fees shall be due and payable on the expiry of a notice period. Whenever the Escrow Bank gives notice to the Escrow Parties of the introduction of new Fees, the notice must clearly state (i) the date on which any new fees shall become payable, and (ii) that, unless the Escrow Parties (a) terminate the appointment of the Escrow Bank in accordance with Clause 9 and or (b) deliver to the Escrow bank a Release Notice for the total balance of the Escrow Account including any accrued interest pursuant to Clause 5, in each case prior to the expiry of a notice period, any new fees shall become due and payable. For the avoidance of doubt, if, prior to the expiry of a notice for the introduction of any new fees, the Escrow Parties (i) terminate the appointment of the Escrow Bank in accordance with Clause 9 and or (ii) deliver to the Escrow bank a Release Notice for the total balance of the Escrow Account, including any accrued interest pursuant to Clause 5, no new fees shall become payable.

10.2 The Escrow Parties shall jointly and severally indemnify and keep the Escrow Bank and any of its directors, officers, agents and employees indemnified and hold each of them harmless from and against any and all losses, liabilities, claims, debts, actions, damages, fees and expenses (including fees and disbursements of professional advisers) arising out of or in connection with this Agreement, including as a result of the Escrow Bank's appointment or the performance of its role under this Agreement, save as are caused solely by its own gross negligence, wilful default or fraud.

10.3 In addition, the relevant Escrow Party identified in the Summary Terms shall pay to the Escrow Bank all out-of-pocket expenses incurred by the Escrow Bank in the performance of its role under this Agreement (including, but not limited to, all legal fees, stamp and other documentary duties or taxes and expenses incurred in connection with the preparation and negotiation of this Agreement) and/or expenses of any transfers of all or part of the Escrow Amount including but not limited to charges imposed by any banks or other third parties in relation to any such transfer.

10.4 The relevant Escrow Party identified in the Summary Terms shall in addition pay to the Escrow Bank an amount equal to the amount of any value added tax or similar tax properly chargeable (if any) thereon in relation to the Fees of the Escrow Bank under this Agreement.

10.5 All amounts of whatever nature payable to, and recoverable by, the Escrow Bank pursuant to the terms of this Agreement shall be payable, without deduction, set-off or counterclaim, by Party A and/or Party B within 15 Business Days of receipt by the relevant Escrow Party of any invoice of the Escrow Bank.

11 Notices

11.1 Instruction (including, for the avoidance of doubt, any Release Notice) and any communication under Clauses 9.1 and 9.2 shall only be sent in Portable Document Format (PDF) attachment by electronic mail to the Escrow Bank's e-mail address CPOEscrow@barclayscorp.com copied to EscrowCorpBank@barclays.com

11.2 Amendments to Schedule 2 (*Authorised Representatives and Callback Contacts*), amendments to a Party's notice details or any communication under Clause 6.3 shall only be sent as Portable Document Format (PDF) attachment by electronic mail to the Escrow Bank's e-mail address CPOEscrow@barclayscorp.com, copied to EscrowCorpBank@barclays.com

11.3 All communications required pursuant to this Agreement shall be in writing, in English and may (subject to Clauses 11.1 and 11.2) be given or made in person, by post, or e-mail communication addressed to the respective party using the details specified in the Summary Terms.

11.4 A Party may change their notice details for the purposes of this Clause 11 by giving to each other Party by not less than five clear Business Days' notice in accordance with this Clause 11.

11.5 Except as provided below, any communication in connection with this Agreement will be deemed to be given as follows:

(a) if delivered in person, at the time of delivery;

(b) if posted, five Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope;

(c) if by e-mail, when received in legible form.

11.6 A communication received on a day which is not a Business Day or after 5.00p.m. on a Business Day in the place of receipt will only be deemed to be given on the next Business Day in that place.

11.7 Notwithstanding the other provisions of this Clause 11, communications to the Escrow Bank will only be effective on actual receipt by the Escrow Bank.

12 Data Protection

12.1 For the purposes of this clause 12, the terms 'controller', 'personal data', 'processing/process' and 'data subject' shall have the meaning set out in the UK version of the EU General Data Protection Regulation (EU/2016/679) ("GDPR").

12.2 The Parties each acknowledge and agree that the factual circumstances dictate each Party's designation as a controller or processor. Notwithstanding the foregoing, the parties each anticipate that they shall each act as autonomous controller in respect of the Account Data.

12.3 The Parties shall not share or otherwise process any personal data other than the Account Data for the purposes of this Agreement.

12.4 Each Party agrees that it shall comply with the Data Protection Legislation and shall not, by its acts or omissions cause the other parties to breach the Data Protection Legislation.

12.5 To the extent that the Escrow Parties provide the Escrow Bank with personal data, they shall each ensure that they have an appropriate lawful basis and have shown the data subject the privacy notice, the details of which are set out in Clause 13.15.

12.6 The Parties shall not disclose any Account Data to any third party other than as required in order to meet a Party's obligations under Data Protection Legislation or a regulatory requirement.

12.7 The Parties shall only transfer any Account Data outside of the UK or EEA or a jurisdiction providing adequate protection (as provided within Article 45 of the GDPR) if such a Party has implemented an appropriate transfer mechanism in accordance with Article 46 of the GDPR.

13 General

13.1 This Agreement shall be binding upon and inure solely for the benefit of the Parties and their respective successors and assigns. Other than as expressly contemplated in this Agreement, neither Escrow Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. The Escrow Bank may transfer and/or assign any of its rights or obligations under this Agreement to any affiliate of the Escrow Bank without the consent of either Escrow Party and otherwise to any other entity with consent of the other Parties (such consent not to be unreasonably withheld).

13.2 Any modification of this Agreement must be in writing and signed by each Party.

13.3 The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and any extension of time for the performance of any obligation shall not be deemed to be an extension of time for the performance of any other obligation.

13.4 This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement. Each Escrow Party acknowledges the existence of the Related Agreements and acknowledges and agrees that as between them (but not the Escrow Bank) the terms of the Related Agreements shall continue to apply and are not excluded or superseded by virtue of this Clause 13.4.

13.5 Each Escrow Party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

13.6 If any provision of this Agreement or Instruction is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or the respective Instruction, as the case may be.

13.7 Each Party shall keep the contents and terms of this Agreement confidential provided that each Party may disclose any such information either to its advisers (provided that such advisers are bound by a duty of confidentiality) or where disclosure is required by law or regulation, a court of competent jurisdiction or a governmental or regulatory body or in connection with legal proceedings, it being acknowledged that key terms of this Agreement shall be set out in the Prospectus. No disclosure restriction applies to information under this Agreement which is at the date of this Agreement in the public domain or at any time after the date of this Agreement comes into the public domain

Use of information by the Escrow Bank:

13.8 The Escrow Bank may check its own records for information about (i) any accounts belonging to the Escrow Parties or any associated businesses and (ii) the Escrow Parties' shareholders. The Escrow Bank may also search at financial crime prevention agencies for information about the Escrow Parties' business.

13.9 If incorrect information is provided or fraud is suspected, the Escrow Bank will record this. The Escrow Bank may also pass this information to financial crime prevention agencies where it may be accessed by law enforcement agencies globally.

13.10 The Escrow Bank may use the Escrow Parties' information for the following purposes:

(a) managing and servicing its relationship with the Escrow Parties;

(b) verifying the Escrow Parties' identity and the identity of any associates; and

(c) undertaking checks for the prevention and detection of financial and other crimes.

13.11 The Escrow Bank may, on a need to know basis, provide information about the Escrow Parties' business and associates:

(a) to member of the Escrow Bank Group;

(b) to its suppliers and agents;

(c) to anyone as a result of any restructure, sale or acquisition of any Escrow Bank Group member or to anyone to whom the Escrow Bank transfers or may transfer its rights;

(d) if any member of the Escrow Bank Group is required, requested or permitted to do so by law, regulation, court order, or supervisory, regulatory or similar authority; and

(e) for international payments where the Escrow Bank is required to send details of the payee and the beneficiary with the payment, and to overseas regulators and authorities in connection with their legitimate duties.

13.12 If the Escrow Bank Group transfers the Escrow Parties' information abroad or to suppliers or agents it will ensure that the transferee agrees to the same levels of protection that the Escrow Bank provides and that the information is used in accordance with the Escrow Bank's instructions.

13.13 The Escrow Bank will retain the Escrow Parties' information following closure of the Escrow Account for as long as permitted for legal, regulatory reasons, or for legitimate business purposes.

13.14 The Escrow Bank may transmit information through, and store information within, systems operated or controlled by third parties in, and outside, the UK.

13.15 More detailed information on how and why the Escrow Bank uses personal information, including individuals' rights in relation to their personal information, and the Escrow Bank's legal grounds for using personal information, is available in the Escrow Bank's full Customer Privacy Notice at: https://www.barclayscorporate.com/general-info/customer-privacy-notice.html. Sections 5.1 to 5.3 of the Customer Privacy Notice (use of Credit Reference Agencies) do not apply for the purposes of this agreement.

13.16 Barclays Bank PLC is covered by the Financial Services Compensation Scheme (FSCS), the UK's statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. As one of the Barclays Bank PLC's regulators, the Prudential Regulation Authority requires the Barclays Bank PLC to give its clients the FSCS Information Sheet and accompanying Exclusions List to help its clients understand whether and how their deposits are protected. The Escrow Parties should read this document carefully and then keep it safe for future reference.

14 Counterparts

This Agreement and any Instruction may be executed in any number of counterparts, each having the same effect as if the signatures on the counterparts were on a single copy of this Agreement or such Instruction, as the case may be.

15 Contracts (Rights of Third Parties)

A person who is not party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999. Further, notwithstanding any term of this Agreement, the consent of any third party is not required for any modification or variation (including any release or compromise of any liability under), waiver or termination of this Agreement, and any such modification or variation, waiver or termination may be made without regard for the interests of any third party.

16 Governing Law and Jurisdiction

16.1 This Agreement and any non-contractual obligation arising out of or in connection with it shall be construed in accordance with and governed by English law.

16.2 For the benefit of the Escrow Bank only, the courts of England and Wales shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement, or any non-contractual obligation arising out of or in connection with this Agreement, or the consequences of the nullity of this Agreement), and the Parties irrevocably submit to the exclusive jurisdiction of such courts. The Parties agree that delivery or mailing of any process or other papers in any manner provided in Clause 11 (other than email), or in such other matter as may be permitted by law, shall be valid and sufficient service thereof. To the extent allowed by law, the Escrow Bank may take:

(a) proceedings in any other court; and

(b) concurrent proceedings in any number of jurisdictions.

16.3 Party A and Party B each appoints the person identified in the Summary Terms (if any) as its respective agent for service of process relating to any proceedings before the English courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.

16.4 Each Party hereto waives any objection it may have at any time, to the laying of venue of any actions or proceedings brought in any court specified in Clause 16.2 hereof, waives any claim that such actions or proceedings have been brought in an inconvenient forum and further waives the right to object that such court does not have jurisdiction over such party.

16.5 Each of the Escrow Parties irrevocably waives, to the extent applicable, with respect to itself and its revenues and assets, all immunity on the grounds of sovereignty or similar grounds in respect of its obligations under this Agreement.

THIS AGREEMENT has been entered into by the Parties on the date stated at the beginning of this Agreement.

Schedule 1

Form of Release Notice

[If this Release Notice represents the final Release Notice then please include the following wording:

The transfer[s] contemplated by this Release Notice represent[s] the final transfer[s] to be made from the Escrow Account.]

Barclays Bank PLC
1 Churchill Place
London E14 5HP

For the attention of (please PRINT) ______________________________

[Date]

Escrow Agreement dated [•] 20[•] between Disruptive Capital Acquisition Company, Disruptive Capital GP Limited, and Barclays Bank PLC as Escrow Bank (the Escrow Agreement).

We refer to the Escrow Agreement. Capitalised terms used in this Release Notice shall have the same meanings as in the Escrow Agreement.

This Release Notice is being provided to you in accordance with Clause 5.1(a) of the Escrow Agreement.

We hereby confirm and represent that the payment event set out under Clause 5.1(a)[(1)/(2)/(3)/(4)] of the Escrow Agreement has occurred.

We further confirm and represent that [***Note to draft: select the relevant following paragraph***]

[(i) in connection with a Business Combination prior to the Business Combination Deadline (as anticipated under Clause 5.1(a)(1)), the conditions (if any) to completing the Business Combination are satisfied or waived in accordance with the transaction documentation in effect between the Party A and the target business and (ii) attached is a copy of a legal opinion from Approved Counsel confirming that the Required Majority has adopted a resolution approving the Business Combination.]

[(i) in connection with the repurchase of Shares and/or redemption of Warrants in connection with the completion of a Business Combination (as anticipated under Clause 5.1(a)(2)), the conditions (if any) to completing the Business Combination are satisfied or waived in accordance with the transaction documentation in effect between the Party A and the target business and (ii) attached is a copy of a legal opinion from Approved Counsel confirming that the Required Majority has adopted a resolution approving the Business Combination.]

[(i) following the passing of the Business Combination Deadline without Party A having completed a Business Combination (as anticipated under Clause 5.1(a)(3)), Party A has not completed a Business Combination by the Business Combination Deadline, (ii) [Party A's shareholders have not resolved to extend the Business Combination Deadline, (iii)] the shareholders of Party A have approved the dissolution of Party A and [(iii)/(iv)] attached is a copy of a legal opinion from Approved Counsel confirming that the Required Majority has adopted a resolution approving the dissolution of Party A.]

[(i) in connection with the repurchase in relation to any amendment of the Articles of Incorporation in respect of which Party A, pursuant to the Prospectus, is allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments (as anticipated under Clause 5.1(a)(4)), Party A is allowed pursuant to the Prospectus to repurchase Shares and/or redeem Warrants, (ii) attached is a copy of the shareholder resolution(s) approving the relevant amendments of the Articles of Incorporation[, together with a copy of the Articles of Incorporation inclusive of the relevant amendments] pursuant to which Party A shall be entitled to conduct such repurchase of Shares and/or redemption of Warrants and (iii) attached is a copy of a legal opinion from Approved Counsel confirming that the Required Majority has adopted a resolution approving the relevant amendments of the Articles of Incorporation.]

[(i) in connection with a termination by the Escrow Parties or the Escrow Agent under Clause 9 (as anticipated under Clause 5.1(a)(5)), a successor escrow bank has been appointed on terms substantially similar to those provided by the Escrow Bank as specified in the Escrow Agreement, (ii) attached is a true copy of the successor escrow agreement pursuant to which the successor escrow bank has been appointed and (iii) attached is a copy of a legal opinion from Approved Counsel [as required by Clause 5.1(a)] OR [confirming that the terms of successor escrow agreement pursuant to which the successor escrow bank (to whom you are instructed to transfer the Escrow Amount pursuant to this Release Notice) has been appointed are substantially similar to those provided by the Escrow Bank as specified in the Escrow Agreement.]

You are instructed to transfer the following amount[s] from the Escrow Account (23576817 20-00-84) to the account[s] specified below:

(a) Correspondent Bank:

SWIFT Code/ABA number (if US Dollars):

IBAN:

(b) Beneficiary Bank:

SWIFT Code/Sort Code (if Sterling):

IBAN:

(c) Account Name:

(d) Account Number:

(e) Reference, if applicable:

Amount: [*in words*] or [The total balance of the Escrow Account including any accrued interest]

Currency:[ ]

This Release Notice and any non-contractual obligation arising out of or in connection with it shall be construed in accordance with and governed by English law.

Disruptive Capital Acquisition Company Limited

By (please PRINT) ______________________________

Authorised representative

Disruptive Capital GP Limited

By (please PRINT) ____

Authorised representative

Schedule 2

Authorised representatives and callback contacts

Part 1 - Authorised representatives

Party A		
Name	Position	Specimen signature
1. Edmund Truell	Director	
2. Roger Le Tissier	Director	

Party B		
Name	Position	Specimen signature
1. Edmund Truell	Director	
2. Roger Le Tissier	Director	

BARCLAYS

Part 2 – Callback contacts

Party A			
Name	Position	Office telephone number	Mobile number
1. Edmund Truell	Director	0207 280 9700	+41 79953 8396
2. Roger Le Tissier	Director	01481 242599	07781 108116

Party B			
Name	Position	Office telephone number	Mobile number
1. Edmund Truell	Director	0207 280 9700	+41 79953 8396
2. Roger Le Tissier	Director	01481 242599	07781 108116

Schedule 3

Authorised Representative and Callback Contact Amendment Template

Meeting of the Board of Directors of [*insert company name*] (the **Company**) held:

On ____

*There was produced to the meeting a document containing the Summary Terms of an Escrow Account as well as Terms and Conditions for the Escrow Account (together the **Escrow Agreement**) that the Company entered into on [insert date] with Barclays Bank PLC (the **Bank**) and [insert other Escrow Party] (the **Escrow Counterparty**). Schedule 2 of the Escrow Agreement lists the Authorised Representatives and Callback Contacts of the Company and the Escrow Counterparty.*

IT WAS RESOLVED

1. That changes to the [Authorised Representatives] [and] [Callback Contacts][1] for the Company (as listed in Schedule 2 of the Escrow Agreement and as may have been previously amended) are to be made in accordance with the terms and conditions set out in the Escrow Agreement.

2. The changes are in the interests of and for the benefit of the Company and most likely to promote the success of the Company for the benefit of the members as a whole and that such changes be and are approved and accepted.

3. The Company approves, accepts and understands the terms, conditions and risks involved as set out in Clause 6.3 of the Escrow Agreement.

4. That the Bank is authorised to act in accordance with the changes to the [Authorised Representatives] [and] [Callback Contacts][2] listed in Schedule 1 of this document upon instruction from the Company, in its capacity as Escrow Party, provided in accordance with the Escrow Agreement.

5. That the Bank shall not be obliged to make any transfer of the Escrow Amount or any part thereof or otherwise to act on any instruction notified to it under the Escrow Agreement if it is unable to validate the authenticity of the Instruction by telephoning a Callback Contact (as defined in the Escrow Agreement) who may be the person who has executed the relevant instruction as an Authorised Representative of the Company.

Certified to be a true extract from the minutes of a duly convened meeting of the Board of Directors validly held on the date shown above.

____ Secretary

____ Chairman

[1] Delete as appropriate
[2] Delete as appropriate

Schedule

Details of Authorised Representative/Callback Contact to be removed

Party [A/B]			
Name	Position	Office telephone number	Mobile number
1.			
2.			

Details of Authorised Representative/ Callback Contact to be added[3]

Party [A/B]			
Name	Position	Office telephone number	Mobile number
1.			
2.			

3 Include for update to Authorised Representative

Schedule 4

Form of Legal Opinion

Ogier

Barclays Bank PLC
1 Churchill Place
London
E14 5HP

(the **Escrow Bank**)

D: + 44 1481 752282
E: craig.cordle@ogier.com

Ref: CVC/TYM/MWB/172113.00011

[DATE] 20[•]

1 Legal Opinion with respect to clause [5.1(a)(1)][5.1(a)(2)][5.1(a)(3)][5.1(a)(4)] of the escrow agreement dated [DATE] 2021 and entered into between (1) the Escrow Bank, (2) Disruptive Capital Acquisition Company Limited (Party A) and (3) Disruptive Capital GP Limited (Party B) (the Escrow Agreement)

1.1 Unless otherwise defined herein, all defined terms shall have the meanings ascribed to them in the Escrow Agreement.

1.2 We practice as Guernsey advocates in relation to the laws of Guernsey and are Approved Counsel to Party A.

1.3 We understand that a Release Notice signed by an Authorised Representative of [Party A] and [Party B] has been received by the Escrow Bank pursuant to clause [5.1(a)(1)][5.1(a)(2)][5.1(a)(3)][5.1(a)(4)] of the Escrow Agreement and that accordingly [this][a] Legal Opinion is required pursuant to clause 5.1(a)(1) of the Escrow Agreement confirming that [in connection with a Business Combination prior to the Business Combination Deadline, a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(1) of the Escrow Agreement]./ [in connection with the repurchase of Shares and/or redemption of Warrants in connection with the completion of a Business Combination, a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(2) of the Escrow Agreement]./ [following the passing of the Business Combination Deadline without Party A having completed a Business Combination, the liquidation of [Party A] has been duly approved by Party A's shareholders as contemplated by clause 5.1(a)(3) of the Escrow Agreement]./[in connection with the repurchase and/or redemption in relation to any amendment of the Articles of Incorporation in respect of which Party A shall be allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments, the relevant amendments of the Articles of Incorporation as contemplated by clause 5.1(a)(4) of the Escrow Agreement have been approved]. (the **Transaction**).

1.4 On the basis of the examinations, assumptions and subject to the qualifications set out at paragraphs 3 and 4 below, we confirm the following as at the date hereof:

(a) [Party A is registered in the Register of Companies for the Island of Guernsey;

(b) Party A is a non-cellular company limited by shares;

(c) Party A's registered number is 69150;

(d) Party A's registered address is Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT;

(e) the current directors of Party A are [•]; ***[Note: Details of current directors to be included at the time our Legal Opinion is issued.]***

(f) the resident agent of Party A is [JTC Fund Solutions (Guernsey) Limited]; ***[Note: Details of resident agent to be confirmed at the time our Legal Opinion is issued.]***

(g) Party A is not a regulated entity or licensed by the Guernsey Financial Services Commission;

(h) [Party A is in good standing under the laws of Guernsey, “good standing” meaning:

  (i) Party A was duly incorporated on 29 April 2021 and is validly existing under Guernsey law[; and

  (ii) that a search of the Public Records (as defined below) on [DATE] revealed no evidence of any resolutions for the winding up or dissolution of Party A and no evidence of the appointment of any administrator or liquidator in respect of Party A or any of its assets]. ***[Note: This limb (b)(ii) would be amended as required in our Legal Opinion in the event we are asked to give a confirmation under clause 5.1(a)(3) of the Escrow Agreement.]***

(i) it is not possible to confirm from a search of the Public Records (as defined below) who the shareholders of Party A are;

(j) [in connection with a Business Combination prior to the Business Combination Deadline, a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(1) of the Escrow Agreement;]

[in connection with the repurchase of Shares and/or redemption of Warrants in connection with the completion of a Business Combination, a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(2) of the Escrow Agreement;]

[following the passing of the Business Combination Deadline without Party A having completed a Business Combination, the liquidation of Party A has been duly approved by Party A’s shareholders as contemplated by clause 5.1(a)(3) of the Escrow Agreement;]

[in connection with the repurchase and/or redemption in relation to any amendment of the Articles of Incorporation in respect of which Party A shall be allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments, the relevant amendments of the Articles of Incorporation as contemplated by clause 5.1(a)(4) of the Escrow Agreement have been approved;] [and]

(k) the Board Minutes (defined below) confirm that the designated person in the Release Notice (being the beneficiary of the Escrow Amount) is correct and in accordance with the beneficiary/recipient entity which has been approved in the Shareholder Resolutions (defined below).

2 Documents relied on

2.1 For the purposes of giving this Legal Opinion, we have examined and relied upon copies of:

(a) [board minutes dated [DATE] approving [the Business Combination][the liquidation of Party A and the appointment of [NAME] as [joint] liquidator[s]][amendments to the Articles of Incorporation of Party A] (the **Board Minutes**);]

(b) [in connection with a Business Combination prior to the Business Combination Deadline, a certified extract of the special resolution[s] [in writing] of all the shareholders of Party A passed on [DATE] evidencing that a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(1) of the Escrow Agreement;]

[in connection with the repurchase of Shares and/or redemption of Warrants in connection with the completion of a Business Combination, a certified extract of the special resolution[s] [in writing] of all the shareholders of Party A passed on [DATE] evidencing that a Required Majority has adopted a resolution approving the Business Combination as contemplated by clause 5.1(a)(2) of the Escrow Agreement;]

[following the passing of the Business Combination Deadline without Party A having completed a Business Combination, a certified extract of the special resolution[s] [in writing] of all the shareholders of Party A passed on [DATE] evidencing that the liquidation of [Party A] has been duly approved by Party A's shareholders as contemplated by clause 5.1(a)(3) of the Escrow Agreement;] [and]

[in connection with the repurchase and/or redemption in relation to any amendment of the Articles of Incorporation in respect of which Party A shall be allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments, a certified extract of the special resolution[s] [in writing] of all the shareholders of Party A passed on [DATE] evidencing that the relevant amendments of the Articles of Incorporation as contemplated by clause 5.1(a)(4) of the Escrow Agreement have been approved],

(the **Shareholders' Resolution[s]**);

(c) [in connection with the repurchase and/or redemption in relation to any amendment of the Articles of Incorporation in respect of which Party A shall be allowed to repurchase Shares and/or redeem Warrants upon approval of such amendments, a copy of the [amended] Articles of Incorporation of Party A [as adopted by Party A pursuant to the Shareholders' Resolution[s]];]

(d) [the prospectus of Party A dated [28] June 2021;]

(e) a certificate signed by a director of Party A dated on or about the date hereof in the form attached in the Schedule hereto (the **Director's Certificate**) relating to certain matters of fact together with true and complete copies of the documents referred to therein;

(f) the public records of or relating to Party A on file and available for inspection on or visible through the registers maintained by the Registrar of Companies in respect of Guernsey companies (the **Companies Registry**) and the office of HM Greffier on the date hereof (the **Public Records**);

(g) the certificate of incorporation and any certificates of incorporation upon change of name of Party A appearing on the Public Records on the date of this Legal Opinion; and

(h) the memorandum and articles of incorporation of Party A (including any special resolutions amending the memorandum and articles of incorporation of Party A and any shareholders' or joint venture or similar agreement supplementing the articles of incorporation of Party A) appearing on the Public Records on the date of this Legal Opinion.

3 Assumptions

In giving this Legal Opinion we have relied upon the following assumptions without having carried out any independent investigation or verification in respect of such assumptions:

(a) all original documents examined by us are authentic and complete;

(b) all copy documents and counterparts of documents provided to us (whether in facsimile, electronic or other form) conform to the originals of such documents and those originals are authentic and complete;

(c) the signatures, seals, dates, stamps and markings (whether on original or copy documents) are genuine;

(d) there are no agreements, documents or arrangements (other than the documents expressly referred to herein as having been examined by us) which materially affect, amend, vary or modify the documents examined or the transactions contemplated by them or restrict the powers and authority of the directors of the entities referred to above (as applicable) in any way and, in particular, the documents listed at paragraph 2 above remain in full force and effect and have not been rescinded, revoked or amended in any way; and

(e) the information disclosed pursuant to the Public Records is accurate as at the date hereof and any Public Records disclosed are true and complete, in full force and effect and have not been amended, varied, supplemented or revoked in any respect and there is no information or document which has been delivered to the Companies Registry or the office of HM Greffier, or which is required by Guernsey law to be delivered, which was not included in the Public Records.

4 Qualifications

4.1 [The search of the Public Records referred to in this Legal Opinion is not conclusively capable of revealing whether or not an order or application has been made or a resolution passed for the winding up or dissolution of Party A or for the appointment of any administrator or liquidator in respect of Party A, as notice of these matters might not be filed with the Companies Registry or the office of HM Greffier immediately and, when filed, might not be available or visible immediately. In addition there is no officially approved litigation search which can be conducted. Records of matters which have gone through court depend entirely upon input by Greffe officials, so that there is a time lag which could also lead to an inaccurate report. Further, a search of the Public Records referred to above will not in any event indicate matters in respect of which a summons has been issued, but which has not had a hearing in either the Magistrate's Court or the Royal Court.]

4.2 Where Public Records are available for inspection electronically we have not conducted a physical search of records held and have relied exclusively upon information and documents which were visible via such electronic inspection at the time of inspection.

5 Who can rely on this Legal Opinion

This Legal Opinion is given for your benefit in connection with the Transaction and it may not be disclosed to or relied upon by any person other than the Escrow Bank or used for any other purpose or referred to or made public in any way without our prior written consent, save that it may be disclosed on a non-reliance basis to your professional advisers (acting only in that capacity).

Yours sincerely

Ogier (Guernsey) LLP

SCHEDULE 1

Form of Director's Certificate