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

SCHEDULE TO

TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

Pathfinder Acquisition Corporation
(Name of Subject Company (Issuer))

FP Credit Partners II, L.P. (Offeror)
FP Credit Partners Phoenix II, L.P. (Offeror)
(Name of Filing Persons (identifying status as offeror, issuer or other person))

Class A Ordinary Shares, par value $0.0001 per share
(Title of Class of Securities)

G04119106
(CUSIP Number of Class of Securities)

Steve Eisner
Francisco Partners
1114 Avenue of the Americas, 15th Floor
New York, NY 10036
Tel: 646-434-1343
(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

Copies of communications to:

Ryan D. Maierson, Esq.
Erika L. Weinberg, Esq.
Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 906-1200

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.
☐ issuer tender offer subject to Rule 13e-4.
☐ going-private transaction subject to Rule 13e-3.
☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

SCHEDULE TO

This Tender Offer Statement on Schedule TO (this "Schedule TO") is being filed by FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P. (the "Offerors"). This Schedule TO relates to an offer (the "Offer") by the Offerors to purchase up to outstanding Class A ordinary shares of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability (the "Company"), with a nominal or par value of $0.0001 each per share (the "Class A Shares"), at the tender offer price of $10.00 in cash per Class A Share, without interest on the purchase price and less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase (as defined below) and in the related Letter of Transmittal. Each Class A Share was sold in the Company's initial public offering, which closed on February 19, 2021 (the "IPO"), pursuant to a prospectus dated February 16, 2021, as part of a unit (each, a "Unit"), each of which contained one Class A Share and one-fifth of one redeemable warrant (the "Public Warrants"). The Offer is subject to the terms and conditions set forth in the Offer to Purchase, dated (the "Offer to Purchase"), a copy of which is filed herewith as Exhibit (a)(1)(A), and in the related Letter of Transmittal, a copy of which is filed herewith as Exhibit (a)(1)(B).

This Schedule TO is intended to satisfy the reporting requirements of Rule 14d-1 under the Securities Exchange Act of 1934, as amended. The information in the Offer to Purchase and the related Letter of Transmittal is incorporated herein by reference as set forth below.

The Offer is being made pursuant to the Commitment Letter, dated as of October 3, 2022, among the Company, Movella Inc., a Delaware corporation ("Movella"), Motion Merger Sub, Inc., a Delaware corporation, and FP Credit Partners, L.P., on behalf of certain of its managed funds, affiliates, financing parties or investment vehicles, a copy of which is attached hereto as Exhibit (b)(ii).

Item 1. Summary Term Sheet.

The information set forth in the section of the Offer to Purchase entitled "*Summary*" is incorporated herein by reference.

Item 2. Subject Company Information.

(a) ***Name and Address***. The name of the issuer is Pathfinder Acquisition Corporation. The Company's principal executive offices are located at 1950 University Avenue, Suite 350, Palo Alto, CA 94303. The Company's telephone number is (650) 321-4910.

(b) ***Securities***. The subject securities include the Company's Class A Shares. According to the Company, as of the close of business on , there were Class A Shares issued and outstanding.

(c) ***Trading Market and Price***. The information set forth in the section of the Offer to Purchase entitled "*The Offer—6. Price Range of Class A Shares*" is incorporated herein by reference.

The Class A Shares are listed on the Nasdaq Capital Market (the "Nasdaq") under the symbol "PFDR."

Item 3. Identity and Background of Filing Person.

(a) ***Name and Address***. The name of the filing persons are FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P. The business address and telephone of the Offerors is Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands and 646-434-1343. As of , neither FP Credit Partners II, L.P. nor FP Credit Partners Phoenix II, L.P. beneficially own any Class A Shares or Public Warrants.

(b) ***Business and Background of Filing Person.*** The principal business of both FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P., is to make investments in technology and technology-enabled companies.

(c) Not applicable.

Item 4. Terms of the Transaction.

(a) ***Material Terms***. The information set forth in the section of the Offer to Purchase entitled "*The Offer*" is incorporated herein by reference.

Item 5. Past Contracts, Transactions, Negotiations and Agreements.

(a) ***Agreements Involving the Subject Company's Securities***. The information set forth in the section of the Offer to Purchase entitled "*The Offer—8. Transactions and Agreements Concerning the Company's Securities*" is incorporated herein by reference.

(b) ***Significant Corporate Events***. The information in the section of the Offer to Purchase entitled "*The Offer—5. Background and Purpose of the Offer*" is incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) ***Purposes***. The information set forth in the section of the Offer to Purchase entitled "*The Offer— 5. Background and Purpose of the Offer*" is incorporated herein by reference.

(c) ***Plans***. Except as described in the section of the Offer to Purchase entitled "*The Offer —5. Background and Purpose of the Offer*," which is incorporated by reference herein, there are no plans on the part of the Offerors or their affiliates that would result in: (1) any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (2) any purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (3) any material change in the present dividend rate or policy, indebtedness or capitalization of the Company; (4) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board, or to change any material term of the employment contract of any executive officer; (5) any other material change in the Company's corporate structure or business; (6) any class of equity securities of the Company to be delisted from the Nasdaq; or (7) any class of equity securities of the Company becoming eligible for termination of registration under section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Item 7. Source and Amount of Funds or Other Consideration.

(a) ***Source of Funds***. The information set forth in the section of the Offer to Purchase entitled "*The Offer— 7. Source and Amount of Funds*" is incorporated herein by reference.

(b) ***Conditions***. The information set forth in the section of the Offer to Purchase entitled "*The Offer— 9. Conditions; Termination; Waivers; Extensions; Amendments*" is incorporated herein by reference.

(d) ***Borrowed Funds***. The information set forth in the section of the Offer to Purchase entitled "*The Offer— 7. Source and Amount of Funds*" is incorporated herein by reference.

Item 8. Interest in Securities of the Subject Company.

(a) ***Securities Ownership***. As of , neither FP Credit Partners II, L.P. nor FP Credit Partners Phoenix II, L.P. beneficially own any Class A Shares or Public Warrants.

(b) ***Securities Transactions***. Not applicable.

Item 9. Persons/Assets, Retained, Employed, Compensated or Used.

(a) ***Solicitations or Recommendations***. The information set forth in the section of the Offer to Purchase entitled "*The Offer—13. Fees and Expenses*" is incorporated herein by reference. The Offerors are not making any recommendation as to whether holders of Class A Shares should tender Class A Shares in the Offer. No later than ten business days from the date of the Offer to Purchase, the Company is required by law to publish, send or give a statement disclosing whether its board of directors either recommends acceptance or rejection of the Offer, expresses no opinion and remains neutral toward the Offer or is unable to take a position with respect to the Offer**.**

Item 10. Financial Statements.

(a) ***Financial Information***. Not applicable.

(b) ***Pro Forma Information***. Not applicable.

Item 11. Additional Information.

(a) ***Agreements, Regulatory Requirements and Legal Proceedings***.

(1) The information set forth in the section of the Offer to Purchase entitled "*The Offer— 5. Background and Purpose of the Offer*" is incorporated herein by reference.

(2) None.

(3) Not applicable.

(4) Not applicable.

(5) None.

(c) Not applicable.

INDEX TO EXHIBITS

Exhibit Number	Description
(a)(1)(A)	Offer to Purchase dated .*
(a)(1)(B)	Form of Letter of Transmittal.*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients of Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Summary Advertisement, published in .+
(a)(2)	Not applicable.
(a)(3)	Not applicable.
(a)(4)	Not applicable.
(a)(5)	Not applicable.
(b)(i)	Note Purchase Agreement, dated , among Movella Inc., the guarantors from time to time party thereto, the purchasers from time to time party thereto and Wilmington Savings Fund Society, FSB.+
(b)(ii)	Commitment Letter, dated October 3, 2022, by and among FP Credit Partners, L.P., Movella Inc., Pathfinder Acquisition Corporation and Motion Merger Sub, Inc.*
(d)(i)	Shareholder Rights Agreement, dated as of October 3, 2022, by and among Movella Inc., Pathfinder Acquisition LLC and the other parties named therein.*
(d)(ii)	Form of Transaction Support Agreement, by and among Pathfinder Acquisition Corporation, Movella Inc., Pathfinder Acquisition LLC and certain shareholders of Movella Holdings Inc.*
(d)(iii)	Form of Voting Agreement, by and among Movella Holdings Inc., Pathfinder Acquisition LLC, Movella Inc., and certain shareholders of Movella Holdings Inc.+
(g)	Not applicable.
(h)	Not applicable.
107	Filing Fee Table.*

* Filed herewith.
\+ To be filed by amendment.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 10, 2022

FP CREDIT PARTNERS II, L.P.

By: FP Credit Partners GP II, L.P.
Its: General Partner

By: FP Credit Partners GP II Management, LLC
Its: General Partner

By: /s/ Scott Eisenberg
Name: Scott Eisenberg
Title: Managing Director

FP CREDIT PARTNERS PHOENIX II, L.P.

By: FP Credit Partners GP II, L.P.
Its: General Partner

By: FP Credit Partners GP II Management, LLC
Its: General Partner

By: /s/ Scott Eisenberg
Name: Scott Eisenberg
Title: Managing Director

Exhibit (a)(1)(A)

OFFER TO PURCHASE

UP TO 7,500,000 CLASS A ORDINARY SHARES

OF

PATHFINDER ACQUISITION CORPORATION

AT A PURCHASE PRICE OF $10.00 IN CASH PER CLASS A ORDINARY SHARE

THE OFFER PERIOD AND YOUR RIGHT TO WITHDRAW CLASS A SHARES THAT YOU TENDER WILL EXPIRE AT 11:59 P.M., EASTERN TIME, ON , UNLESS THE OFFER PERIOD IS EXTENDED OR EARLIER TERMINATED. THE OFFERORS MAY EXTEND THE OFFER PERIOD AT ANY TIME.

FP Credit Partners II, L.P. ("***FPCP***") and FP Credit Partners Phoenix II, L.P. ("***FPCPP***" and, together with FPCP, the "***Offerors***," "***we***," "***us***" or "***our***"), hereby offer to purchase outstanding Class A ordinary shares, $0.0001 par value ("***Class A Shares***"), of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability (the "***Company***" or "***Pathfinder***"), held by persons other than the Offerors or their affiliates, at a purchase price of $10.00 in cash per Class A Share tendered, without interest on the purchase price and less any applicable withholdings taxes. Each of the Class A Shares was sold, together with one-fifth of one redeemable warrant exercisable for one Class A Share (each whole warrant, a "***Public Warrant***"), as part of the units (the "***Units***") issued in the Company's initial public offering (the "***IPO***") pursuant to a prospectus dated February 16, 2021 (the "***IPO Prospectus***"). The Offerors are making an offer, upon the terms and conditions in this Offer to Purchase (this "***Offer to Purchase***") and the related Letter of Transmittal (together with this Offer to Purchase, the "***Offer***"), including the "odd lot" and proration provisions described in "*The Offer, Section 1. General Terms*." The "***Offer Period***" is the period commencing on and ending at 11:59 p.m., Eastern Time, on , or such later date to which the Offerors may extend the Offer (the "***Expiration Date***," and 11:59 p.m., Eastern Time on the Expiration Date, the "***Expiration Time***").

Because of the proration and "odd lot" priority provisions described in this Offer to Purchase, fewer than all of the Class A Shares tendered may be purchased if Class A Shares representing more than $75.0 million in value are properly tendered and not properly withdrawn. Class A Shares tendered but not purchased in the Offer, including Class A Shares not purchased because of proration, will be returned to the tendering shareholders at the Offerors' expense promptly after the expiration of the Offer. See "*The Offer, Section 1. General Terms*" and "*The Offer, Section 2. Procedure for Tendering Class A Shares*."

The Class A Shares are listed on the Nasdaq Capital Market (the "***Nasdaq***") under the symbol "PFDR." On , the last reported sales price of the Class A Shares was $. **Holders of Class A Shares should obtain current market quotations for the Class A Shares before deciding whether to tender their Class A Shares pursuant to the Offer.**

The Offer relates to the Class A Shares, each of which trades through the Depository Trust Company ("***DTC***"). Any and all outstanding **Class A Shares** held by persons other than the Offerors and their affiliates are eligible to be tendered pursuant to the Offer. As of , there were **Class A Shares** outstanding, all of which were held by persons other than the Offerors and their affiliates.

The Offer is not conditioned upon receipt of financing or any minimum number of **Class A Shares** being tendered by shareholders but is subject to certain other conditions. See "*The Offer, Section 1. General Terms*" and "*The Offer, Section 9. Conditions; Termination; Waivers; Extensions; Amendments*."

You may tender some or all of your **Class A Shares** on these terms.

If you elect to tender Class A Shares in response to the Offer, please follow the instructions in this Offer to Purchase and the related documents, including the Letter of Transmittal.

If you tender your **Class A Shares**, you may withdraw your tendered **Class A Shares** before the Expiration Time and retain them on their terms by following the instructions herein.

See "*The Offer*, *Section 11. Risk Factors*" for a discussion of information that you should consider before tendering Class A Shares in the Offer.

The Offer will commence on and end on the Expiration Date.

A detailed discussion of the Offer is contained in this Offer to Purchase. We may amend or terminate the Offer at any time with requisite notice, as further described in this Offer to Purchase. Holders of Class A Shares are strongly encouraged to read this entire package of materials, and the publicly filed information about the Company referenced herein, as well as any supplemental disclosure regarding the Offer before making a decision regarding the Offer.

NONE OF THE OFFERORS, AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, THE DEPOSITARY FOR THE OFFER ("***AST***" OR THE "***DEPOSITARY***"), OR D.F. KING & CO. INC., THE INFORMATION AGENT FOR THE OFFER (THE "***INFORMATION AGENT***"), MAKES ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER CLASS A SHARES. EACH HOLDER OF A CLASS A SHARE MUST MAKE HIS, HER, THEIR OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER, THEIR OR ITS CLASS A SHARES.

NO LATER THAN TEN BUSINESS DAYS FROM THE DATE OF THIS OFFER TO PURCHASE, THE COMPANY IS REQUIRED BY LAW TO PUBLISH, SEND OR GIVE TO YOU A STATEMENT DISCLOSING WHETHER ITS BOARD OF DIRECTORS EITHER RECOMMENDS ACCEPTANCE OR REJECTION OF THE OFFER, EXPRESSES NO OPINION AND REMAINS NEUTRAL TOWARD THE OFFER OR IS UNABLE TO TAKE A POSITION WITH RESPECT TO THE OFFER. YOU SHOULD CAREFULLY READ THE INFORMATION SET FORTH IN THAT STATEMENT BEFORE YOU TENDER YOUR CLASS A SHARES IN THE OFFER.

Neither the U.S. Securities and Exchange Commission (the "*SEC*") nor any state securities commission has approved or disapproved of the Offer or passed upon the merits or fairness of the Offer or the accuracy or adequacy of the disclosure in this Offer to Purchase or the Letter of Transmittal. Any representation to the contrary is a criminal offense.

IMPORTANT PROCEDURES

If you want to tender some or all of your Class A Shares, you must do one of the following before the Expiration Time:

- if your Class A Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and have the nominee tender your Class A Shares for you, which typically can be done electronically;
- if you hold Class A Share certificates in your own name, complete and sign the Letter of Transmittal according to its instructions, and deliver the Letter of Transmittal, together with any required signature guarantee, the certificates for your Class A Shares and any other documents required by the Letter of Transmittal, to AST;
- if you are an institution participating in DTC, called the "*book-entry transfer facility*" in this Offer to Purchase, tender your Class A Shares according to the procedure for book-entry transfer described under "*The Offer*, *Section 2. Procedure for Tendering Class A Shares*"; or
- if you are the holder of Units, which are each comprised of one fifth of one Public Warrant and one Class A Share, you must separate the Class A Shares from the Units prior to tendering your Class A Shares pursuant to the Offer. If your Units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must instruct such nominee to do so or, if you hold Units registered in your own name, you must contact the Depositary directly and instruct it to do so. If you fail to cause your Class A Shares to be separated in a timely manner before the Offer expires, you will not be able to validly tender such Class A Shares prior to the expiration of the Offer.

If you want to tender your Class A Shares, but:

- your certificates for the Class A Shares are not immediately available or cannot be delivered to the Depositary; or
- you cannot comply with the procedure for book-entry transfer; or
- your other required documents cannot be delivered to the Depositary before the expiration of the Offer,

then you can still tender your Class A Shares if you comply with the guaranteed delivery procedure described under "*The Offer*, *Section 2. Procedure for Tendering Class A Shares*."

TO TENDER YOUR CLASS A SHARES, YOU MUST CAREFULLY FOLLOW THE PROCEDURES DESCRIBED IN THIS OFFER TO PURCHASE, THE LETTER OF TRANSMITTAL AND THE OTHER DOCUMENTS DISCUSSED HEREIN RELATED TO THE OFFER.

THE OFFER RELATES TO THE CLASS A SHARES, EACH OF WHICH TRADES THROUGH DTC. ANY AND ALL OUTSTANDING CLASS A SHARES (OTHER THAN THOSE HELD BY THE OFFERORS AND THEIR AFFILIATES) ARE ELIGIBLE TO BE TENDERED PURSUANT TO THE OFFER. AS OF , THERE WERE CLASS A SHARES OUTSTANDING, ALL OF WHICH WERE HELD BY PERSONS OTHER THAN THE OFFERORS AND THEIR AFFILIATES.

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We are not making the Offer to holders of Class A Shares in any jurisdiction where it would be illegal to do so. However, we may, at our discretion, take any actions necessary for us to make the Offer to holders of Class A Shares in any such jurisdiction.

You should rely only on the information contained in this Offer to Purchase and in the Letter of Transmittal to which we have referred you. We have not authorized anyone to provide you with information or to make any representation in connection with the Offer other than those contained in this Offer to Purchase or in the Letter of Transmittal. If anyone makes any recommendation or gives any information or representation regarding the Offer, you should not rely upon that recommendation, information or representation as having been authorized by us, the Depositary or the Information Agent for the Offer. No later than ten business days from the date of this Offer to Purchase, the Company is required by law to publish, send or give to you a statement disclosing whether its board of directors either recommends acceptance or rejection of the Offer, expresses no opinion and remains neutral toward the Offer or is unable to take a position with respect to the Offer. You should carefully read the information set forth in that statement before you tender your Class A Shares in the Offer. You should not assume that the information provided in the Offer is accurate as of any date other than the date as of which it is shown, or if no date is otherwise indicated, the date as of this Offer to Purchase.

SUMMARY

Unless otherwise stated in this Offer to Purchase, references to "we," "our," "us," or the "Offerors" refers collectively to FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P. References to the "Company" or "Pathfinder" refer to Pathfinder Acquisition Corporation. You should also carefully consider the information provided under the heading "Risk Factors" beginning on page .

The Company	Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability. The Company's principal executive offices are located at 1950 University Avenue, Suite 350, Palo Alto, CA 94303. The Company's telephone number is (650) 321-4910.
The Offerors	FP Credit Partners II, L.P. ("***FPCP***") and FP Credit Partners Phoenix II, L.P. ("***FPCPP***"). Our principal executive offices are located at 1114 Avenue of the Americas, 15th Floor, New York, NY 10036. Our telephone number is 646-434-1343.
The Class A Shares	As of , the Company had Class A Shares outstanding, all of which were held by persons other than the Offerors and their affiliates. The Offer relates to the Class A Shares, each of which trades through DTC.
Market Price of the Class A Shares	The Class A Shares are listed on the Nasdaq under the symbol "PFDR." On , the last reported sales price for the Class A Shares was $.
The Offer	The Offer is to permit holders of Class A Shares to tender any and all outstanding Class A Shares for a purchase price of $10.00 in cash for each Class A Share tendered. The Offerors will accept up to $75 million of outstanding Class A Shares. See "*The Offer*, *Section 1. General Terms.*"
Purpose of the Offer	The Offer is being made to all holders of Class A Shares other than the Offerors and their affiliates. The purpose of the Offer is to comply with provisions of the Commitment Letter, dated as of October 3, 2022 (the "***Commitment Letter***") among the Company, Movella Inc., a Delaware corporation ("***Movella***"), Motion Merger Sub, Inc., a Delaware corporation ("***Merger Sub***"), and FP Credit Partners, L.P., on behalf of certain of its managed funds, affiliates, financing parties or investment vehicles (collectively, "***Francisco Partners***"), which contemplated that the Offerors would conduct the Offer for up to $75.0 million of the Company's Class A Shares in connection with providing up to $75.0 million of financing to support the transactions (collectively, the "***Business Combination***") as contemplated by the Business Combination Agreement (as hereunder defined). See "*The Offer*, *Section 5.B. Background and Purpose of the Offer—Establishment of Offer Terms and Purpose of the Offer.*" The Commitment Letter is attached to the Schedule TO as exhibit (b)(ii) thereto.
Expiration Date of Offer	11:59 p.m., Eastern Time, on , or such later date to which we may extend the Offer. Except as may be extended, there will be no subsequent offering period for the Offer. All Class A Shares and related paperwork must be received by the Depositary by this time,

	as instructed herein. See "*The Offer*, *Section 9. Conditions; Termination; Waivers; Extensions; Amendments.*"
Withdrawal Rights	If you tender your Class A Shares, you may withdraw your tendered Class A Shares at any time until the Expiration Time, as described in greater detail under "*The Offer*, *Section 3. Withdrawal Rights.*"
Conditions of the Offer	The Offer is not conditioned upon the receipt of financing or any minimum number of Class A Shares being tendered by shareholders but is subject to certain other conditions. See "*The Offer, Section 1. General Terms*" and "*The Offer, Section 9. Conditions; Termination; Waivers; Extensions; Amendments*."
	Fewer than all of the Class A Shares tendered may be purchased if Class A Shares representing more than $75.0 million in value are properly tendered and not properly withdrawn.
	We will not accept for payment, purchase or pay for any Class A Shares tendered, and may terminate or amend the Offer or may postpone the acceptance for payment of, or the purchase of and the payment for Class A Shares tendered, subject to the rules under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), if at any time on or after the commencement of the Offer and before the Expiration Time, there has been instituted or is pending any action, suit or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal or by any other person, domestic, foreign or supranational, before any court, authority, agency or other tribunal that (i) directly or indirectly challenges or seeks to make illegal, or to delay or otherwise directly or indirectly to restrain, prohibit or otherwise affect the making of the Offer, the acquisition of some or all of the Class A Shares pursuant to the Offer or (ii) in our reasonable judgment and regardless of the circumstances giving rise to the event or events (other than any action or omission to act by us), makes it inadvisable to proceed with the Offer or with acceptance for payment.
	The foregoing is for our sole benefit with respect to the Offer and may be asserted by us regardless of the circumstances (other than any action or omission to act by us) giving rise to any condition, and may be waived by us, in whole or in part, in our discretion until the Offer shall have expired or been terminated. Our failure at any time to exercise the foregoing rights will not be deemed a waiver of any right. However, once the Offer has expired, then all of the conditions to the Offer must have been satisfied or waived. In certain circumstances, if we waive the conditions described above, we may be required to extend the Expiration Date. Any determination by us concerning the events described above will be final and binding on all parties. See "*The Offer*, *Section 9. Conditions; Termination; Waivers; Extensions; Amendments.*"
No Recommendations	None of the Offerors, the Depositary or the Information Agent makes any recommendation as to whether to tender Class A Shares. You must make your own decision as to whether to tender some or all of your Class A Shares. No later than ten business days from the date of this Offer to Purchase, the Company is required by law to publish,

	send or give to you a statement disclosing whether its board of directors either recommends acceptance or rejection of the Offer, expresses no opinion and remains neutral toward the Offer or is unable to take a position with respect to the Offer. You should carefully read the information set forth in that statement before you tender your Class A Shares in the Offer. See "*The Offer*, *Section 1.C. General Terms—No Recommendation; Holder's Own Decision.*"
How to Tender Class A Shares	To tender your Class A Shares, you must complete the actions described herein under "*The Offer*, *Section 2. Procedure for Tendering Class A Shares*" before the Offer expires.
Questions or Assistance	Please direct questions or requests for assistance, or for additional copies of this Offer to Purchase, Letter of Transmittal or other materials to the Information Agent. The contact information for the Information Agent is located on the back cover page of this Offer to Purchase.

QUESTIONS AND ANSWERS

Who is offering to purchase the Class A Shares?

The Offerors are making an offer to buy your Class A Shares.

What is the background and purpose of the Offer?

In connection with the Business Combination Agreement, the Company, Merger Sub, Movella and Francisco Partners entered into the Commitment Letter, pursuant to which Francisco Partners or certain of its affiliates committed $75 million of financing to support the Business Combination. Under the terms of the Commitment Letter, Francisco Partners or its affiliates committed to, among other things, launch the Offer for the purchase of up to $75.0 million of Class A Shares.

What will happen if I do not tender my Class A Shares?

If you do not tender your Class A Shares, you will continue to be a shareholder in the Company. See "*Questions and Answers—What will happen in the recently announced Business Combination?*" for a description of the treatment of Class A Shares in the Business Combination if you continue to hold your Class A Shares until the Business Combination.

For information regarding the tax consequences relating to the tender of your Class A Shares please see "*The Offer, Section 10. Material U.S. Federal Income Tax Consequences*" herein.

What will happen in the recently announced Business Combination?

On October 3, 2022, the Company entered into a Business Combination Agreement (as may be amended from time to time, the "***Business Combination Agreement***"), pursuant to which, among other things, and subject to the terms and conditions contained therein, Pathfinder will domesticate as a corporation incorporated in the State of Delaware (the "***Domestication***") and following the Domestication, Merger Sub will merge with and into Movella, with Movella as the surviving company of the merger and, after giving effect to such merger, continuing as a wholly owned subsidiary of Pathfinder (the "***Merger***"). Specifically, in connection with the Domestication, on the date on which the closing of the Business Combination occurs (the "***Closing Date***") prior to the time at which the Merger becomes effective (the "***Effective Time***"), among other things, (i) Pathfinder will be renamed "Movella Holdings Inc." ("***New Movella***"), and (ii) each issued and outstanding Class A Share will convert automatically by operation of law, on a one-for-one basis, into one share of common stock, par value $0.00001 per share, of New Movella ("***New Movella Common Stock***"). At the Effective Time, each share of capital stock of Movella outstanding as of immediately prior to the Effective Time (other than any shares held by dissenting holders of shares of common stock, par value $0.01 per share, of Movella ("***Movella Common Stock***") who demand appraisal of such shares and comply with Section 262 of the General Corporation Law of the State of Delaware) will be exchanged for New Movella Common Stock and each outstanding option to purchase shares of Movella Common Stock ("***Movella Option***") (whether vested or unvested) will be cancelled and extinguished in exchange for an option to purchase New Movella Common Stock (on an as-converted basis) in each case, under the plan proposed to be adopted in connection with the Stock Incentive Proposal (as defined in the Registration Statement) and subject to the same terms and conditions as applied to the Movella Option immediately prior to the Effective Time (other than those rendered inoperative by the transactions contemplated by the Business Combination Agreement), with the new number of options and exercise price as set forth therein, and based on an implied Movella pre-transaction equity value of $375 million, subject to certain adjustments. The New Movella Common Stock and the New Movella warrants are expected to be listed on Nasdaq.

What Will Happen If The Offer Is Undersubscribed?

In the event that Class A Shares representing less than $75.0 million in value are properly tendered and not properly withdrawn, subject to the terms and conditions of this Offer, we will purchase all such tendered Class A Shares.

What Happens If Shares Representing More Than $75.0 Million In Value Are Tendered? Will Tendered Shares Be Prorated?

In the event that Class A Shares representing more than $75.0 million in value are properly tendered and not properly withdrawn, we will accept Class A Shares for purchase in the following order of priority:

- First, we will purchase all "odd lots" of less than 100 Class A Shares from shareholders who properly tender all of their Class A Shares and who do not properly withdraw them before the Expiration Time; and
- Second, after purchasing all the "odd lots" that were properly tendered and not properly withdrawn, we will purchase Class A Shares from all other holders who properly tender Class A Shares and who do not properly withdraw them before the Expiration Time, on a pro rata basis, with appropriate adjustments to avoid purchases of fractional shares, until we have acquired Class A Shares representing $75.0 million in value.

Therefore, we may not purchase all of the Class A Shares that you tender even if you properly tender and do not properly withdraw them. See "*The Offer, Section 1. General Terms*."

If I Own Fewer Than 100 Class A Shares And I Tender All Of My Class A Shares, Will I Be Subject To Proration?

If you own beneficially or of record fewer than 100 Class A Shares in the aggregate, properly tender all of your Class A Shares and do not properly withdraw them before the Expiration Time, and complete the section entitled Odd Lots in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery, we will purchase all of your Class A Shares without subjecting them to the proration procedure. See "*The Offer, Section 1. General Terms*."

Are There Any Conditions To The Offer?

The Offer is not conditioned upon the receipt of financing or any minimum number of Class A Shares being tendered by shareholders but is subject to a number of conditions that must be satisfied or waived by us prior to the Expiration Time. See "*The Offer, Section 1. General Terms*" and "*The Offer, Section 9. Conditions; Termination; Waivers; Extensions; Amendments.*"

What will happen if the Business Combination is not consummated?

If the Company is not able to consummate the Business Combination with Movella nor able to complete another business combination by February 19, 2023 (unless such date is extended in accordance with Pathfinder's existing amended and restated memorandum and articles of association (the "***Existing Governing Documents***")), the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Class A Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest earned on the funds held in the trust account and not previously released to the Company to pay its taxes, if any (less up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Class A Shares, which redemption will completely extinguish the rights of the holders of Class A Shares immediately prior to such redemption as shareholders of the Company (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such

redemption, subject to the approval of the Company's remaining shareholders and Board of Directors of the Company, liquidate and dissolve, subject in the cases of clauses (ii) and (iii), to the Company's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable laws.

How many Class A Shares are the Offerors offering to purchase?

The Offerors are offering to purchase up to 7,500,000 of Class A Shares.

What will be the purchase price for the Class A Shares and what will be the form of payment?

The purchase price for the Offer is $10.00 per Class A Share, in cash, without interest on the purchase price and less any applicable withholdings taxes. If you properly tender your Class A Shares in the Offer and the Offer is not terminated, we will pay you the purchase price of $10.00 per Class A Share promptly, subject in the event of proration to the time necessary to determine the applicable proration factor, after the Expiration Date. Under no circumstances will we pay interest on the purchase price, including but not limited to, by reason of any delay in making payment.

Are Public Warrants or Units included in the Offer?

No. The Offer is only for Class A Shares. You may not tender Public Warrants or Units (each Unit consisting of one Class A Share and one fifth of one Public Warrant). If you wish to tender your Class A Shares included in such Units, you must first separate the Class A Shares from the Units prior to tendering your Class A Shares pursuant to the Offer. Upon consummation of the Business Combination, each issued and outstanding whole Public Warrant to purchase Class A Shares will automatically represent the right to purchase one new share of New Movella Common Stock at an exercise price of $11.50 per share, on the terms and conditions set forth in the Pathfinder warrant agreement. If your Units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must instruct your nominee to do so, or if you hold Units registered in your own name, you must contact Continental Stock Transfer & Trust Company, the Company's transfer agent, directly and instruct them to do so. If you fail to cause your Class A Shares to be separated in a timely manner before the Offer expires, you will not be able to validly tender such Class A Shares prior to the Expiration Date.

How will the Offerors pay for the Class A Shares?

The Offerors intend to pay the consideration for the Offer using cash on hand.

How long do I have to tender my Class A Shares?

You may tender your Class A Shares pursuant to the Offer until the Offer expires. The Offer will expire at 11:59 p.m., Eastern Time, at the end of the day on or such later time and date to which we may extend the Offer.

If a broker, dealer, commercial bank, trust company or other nominee holds your Class A Shares, it is likely such nominee has established an earlier deadline for you to act to instruct such nominee to accept the Offer on your behalf. We urge you to contact your nominee to find out the nominee's deadline.

Can the Offer be extended, amended or terminated?

We may elect to extend or amend the Offer for any reason. If we extend the Offer, we will delay the acceptance of any Class A Shares that have been tendered pursuant to the Offer prior to such extension. We can also terminate the Offer under certain circumstances.

How will I be notified if the Offer is extended or amended?

If the Offer is extended, we will make a public announcement of the extension no later than 9:00 a.m., Eastern Time, on the first business day after the previously scheduled Expiration Date of the Offer. We will announce any amendment to the Offer by making a public announcement of the amendment.

How do I tender my Class A Shares?

If you desire to tender all or any portion of your Class A Shares prior to the Expiration Time, you must do one of the following:

- if your Class A Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and have the nominee tender your Class A Shares for you, which typically can be done electronically;
- if you hold Class A Shares certificates in your own name, complete and sign the Letter of Transmittal according to its instructions, and deliver the Letter of Transmittal, together with any required signature guarantee, the certificates for your Class A Shares and any other documents required by the Letter of Transmittal, to AST;
- if you are an institution participating in DTC, called the "*book-entry transfer facility*" in this Offer to Purchase, tender your Class A Shares according to the procedure for book-entry transfer described under "*The Offer*, *Section 2. Procedure for Tendering Class A Shares*"; or
- if you are the holder of Units, you must separate the Class A Shares from the Units prior to tendering your Class A Shares pursuant to the Offer. If your Units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must instruct such nominee to do so or, if you hold Units registered in your own name, you must contact the Depositary directly and instruct it to do so. If you fail to cause your Class A Shares to be separated in a timely manner before the Offer expires, you will not be able to validly tender such Class A Shares prior to the expiration of the Offer.

Until what time can I withdraw previously tendered Class A Shares?

You may withdraw your tendered Class A Shares at any time before the Expiration Time and, unless theretofore accepted for payment by us pursuant to the Offer, you may also withdraw your tendered Class A Shares at any time sixty (60) days after the commencement of the Offer (including after the Expiration Date), which is , unless theretofore accepted for payment by us pursuant to the Offer.

How do I withdraw Class A Shares previously tendered?

If you hold Class A Shares registered in your own name you must deliver on a timely basis a written notice of your withdrawal to the Depositary at the address appearing on the back cover page of this Offer to Purchase. Your notice of withdrawal must specify your name, the number of Class A Shares to be withdrawn and the name of the registered holder of such Class A Shares. Some additional requirements apply if the Class A Shares to be withdrawn have been delivered to the Depositary or if your Class A Shares have been tendered under the procedure for book-entry transfer set forth in "*The Offer*, *Section 2. Procedure for Tendering Class A Shares.*" If your Class A Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact such nominee to withdraw your Class A Shares. It is possible they have an earlier deadline for you to act to instruct them to withdraw Class A Shares on your behalf.

Has the Company or its board of directors adopted a position on the Offer?

None of the Offerors, the Information Agent, or the Depositary is making any recommendation to you as to whether you should tender or refrain from tendering your Class A Shares pursuant to the Offer. You must make your own decision as to whether to tender your Class A Shares and, if so, how many Class A Shares to tender. In doing so, you should read carefully the information in this Offer to Purchase and the related Letter of Transmittal. No later than ten business days from the date of this Offer to Purchase, the Company is required by law to publish, send or give to you a statement disclosing whether its board of directors either recommends acceptance or rejection of the Offer, expresses no opinion and remains neutral toward the Offer or is unable to take a position with respect to the Offer. You should carefully read the information set forth in that statement before you tender your Class A Shares in the Offer. You should discuss whether to tender your Class A Shares with your own broker or other financial advisor, if any.

Will the Offerors, or any of the Company's directors and executive officers tender Class A Shares in the Offer?

Neither the Offerors nor any of the Company's directors and executive officers intend to participate in the Offer.

What is the recent market price for the Class A Shares?

On , the most recent practicable date prior to the date of this Offer to Purchase, the closing price of the Class A Shares reported on the Nasdaq was $ per Class A Shares. You are urged to obtain current market quotations for the Class A Shares before deciding whether to tender your Class A Shares.

Will I have to pay brokerage fees and commissions if I tender my Class A Shares?

If you are a registered holder of Class A Shares and you tender your Class A Shares directly to the Depositary, you will not incur any brokerage fees or commissions.

If you hold your Class A Shares through a broker, dealer, commercial bank, trust company or other nominee and such nominee will tender Class A Shares on your behalf, such nominee may charge you a fee for doing so. We urge you to consult your nominee to determine whether any charges will apply.

When and how will I receive payment for Class A Shares that I tender pursuant to the Offer?

The Offerors will purchase Class A Shares validly tendered as of the Expiration Date for a purchase price of $10.00 per Class A Share. Class A Shares will only be accepted for purchase pursuant to the Offer after timely receipt by the Depositary of a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer and any other documents required by the Letter of Transmittal.

Upon the terms and subject to the conditions of the Offer, payment for Class A Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for tendering shareholders for the purpose of receiving payments from the Offerors and transmitting such payments to tendering shareholders whose Class A Shares have been accepted for payment.

Under no circumstances will the Offerors pay interest on the purchase price, including, but not limited to, by reason of any delay in making payment.

See "*The Offer, Section 4. Purchase of Class A Shares and Payment of Purchase Price*."

What are the U.S. federal income tax consequences if I tender my Class A Shares?

The receipt of cash for your tendered Class A Shares generally will be treated, for U.S. federal income tax purposes, as a taxable sale of the Class A Shares so tendered. See "*The Offer*, *Section 10. Material U.S. Federal Income Tax Consequences.*"

Whom do I contact if I have questions about the Offer?

For additional information or assistance and to request additional copies of this Offer to Purchase and the Letter of Transmittal and other Offer documents, you may contact D.F. King & Co., Inc., the Information Agent, at the telephone numbers and address set forth on the back cover page of this Offer to Purchase.

THE BUSINESS COMBINATION

The following is a brief summary of the transactions contemplated in connection with the Business Combination. Any description of the Business Combination in this Offer to Purchase is qualified in all respects by reference to the text of (i) the Business Combination Agreement, dated October 3, 2022, by and among the Company, Movella and Merger Sub (as may be amended, supplemented or otherwise modified from time to time, the "***Business Combination Agreement***"), which was filed with the SEC on October 31, 2022 as Exhibit 2.1 to the Company's registration statement on Form S-4 (the "***Registration Statement***"). As contemplated by the Business Combination Agreement, if approved by the Pathfinder shareholders, Pathfinder will transfer by way of continuation from the Cayman Islands to the State of Delaware and domesticate as a Delaware corporation, pursuant to which Pathfinder's jurisdiction of incorporation will be changed from the Cayman Islands to the State of Delaware (the "***Domestication***"). Following the Domestication, Merger Sub will merge with and into Movella, with Movella as the surviving company of the merger and, after giving effect to such merger, continuing as a wholly owned subsidiary of Pathfinder (the "***Merger***").

Specifically, in connection with the Domestication, on the date on which the closing of the Business Combination occurs (the "***Closing Date***") prior to the Effective Time (as defined below): (i) each issued and outstanding Class A ordinary share, par value $0.0001 per share (the "***Class A ordinary shares***"), and each issued and outstanding Class B ordinary share, par value $0.0001 per share (the "***Class B ordinary shares***"), of Pathfinder will be converted into one share of common stock, par value $0.00001 per share, of New Movella (the "***New Movella Common Stock***"); (ii) each issued and outstanding whole warrant to purchase Class A ordinary shares of Pathfinder will automatically represent the right to purchase one share of New Movella Common Stock at an exercise price of $11.50 per share on the terms and conditions set forth in the Pathfinder warrant agreement; (iii) the governing documents of Pathfinder will be amended and restated and become the certificate of incorporation and the bylaws of New Movella as described in the Registration Statement; and (iv) Pathfinder's name will change to "Movella Holdings Inc." ("***New Movella***"). In connection with clauses (i) and (ii) of this paragraph, each issued and outstanding unit of Pathfinder that has not been previously separated into the underlying Class A ordinary shares of Pathfinder and the underlying warrants of Pathfinder prior to the Domestication will be cancelled and will entitle the holder thereof to one share of New Movella Common Stock and one-fifth of one warrant representing the right to purchase one share of New Movella Common Stock at an exercise price of $11.50 per share on the terms and subject to the conditions set forth in the Pathfinder warrant agreement.

On the Closing Date, promptly following the consummation of the Domestication, Merger Sub will merge with and into Movella, with Movella as the surviving company in the Merger and, after giving effect to the Merger, Movella will be a wholly owned subsidiary of New Movella (the time that the Merger becomes effective being referred to as the "***Effective Time***"). In accordance with the terms and subject to the conditions of the Business Combination Agreement, at the Effective Time, each share of Movella Common Stock outstanding as of immediately prior to the Effective Time (other than any shares held by dissenting holders of shares of Movella Common Stock who demand appraisal of such shares and comply with Section 262 of the General Corporation Law of the State of Delaware) will be exchanged for shares of New Movella Common Stock and each outstanding Movella option to purchase a share of Movella Common Stock (a "***Movella Option***") (whether vested or unvested) will be cancelled and extinguished in exchange for an option to purchase New Movella Common Stock (on an as-converted basis) in each case, under the plan proposed to be adopted in connection with the Stock Incentive Proposal (as defined in the Registration Statement) and subject to the same terms and conditions as applied to the Movella Option immediately prior to the Effective Time (other than those rendered inoperative by the transactions contemplated by the Business Combination Agreement), with the new number of options and exercise price as set forth therein, and based on an implied Movella pre-transaction equity value of $375 million, subject to certain adjustments.

The Business Combination is expected to close in the first quarter of 2023, subject to the required approval by Pathfinder's shareholders, delivery of the certain written consents of Movella's shareholders, funding of the

amounts required to be funded by Francisco Partners under the Commitment Letter and the fulfillment of other customary closing conditions. The New Movella Common Stock and the New Movella warrants are expected to be listed on Nasdaq.

THE OFFER

Risks of Participating In the Offer

Participation in the Offer involves a number of risks, including, but not limited to, the risks identified in Section 11 below. Holders should carefully consider these risks and are urged to speak with their personal financial, investment and/or tax advisors as necessary before deciding whether to participate in the Offer. In addition, we strongly encourage you to read this Offer to Purchase in its entirety and review the documents referred to in Sections 8 and 14.

1. GENERAL TERMS

The Offer is to permit holders of Class A Shares to tender outstanding Class A Shares for a purchase price of $10.00 in cash per Class A Share tendered. A holder may tender as few or as many Class A Shares as the holder elects.

If the Offer is oversubscribed as described below, Class A Shares properly tendered and not properly withdrawn will be subject to proration, except for "odd lots." Except as described herein, withdrawal rights expire at the Expiration Time. Because of the proration provisions of the Offer, not all of the Class A Shares tendered may be purchased if more than $75.0 million in value of Class A Shares are properly tendered and not properly withdrawn. All Class A Shares tendered and not purchased in the Offer, including Class A Shares not purchased because of proration, will be returned to the tendering shareholders at our expense promptly following the Expiration Time.

You may tender some or all of your Class A Shares on these terms. **The Offer relates to the Class A Shares, each of which trades through DTC. Any and all outstanding Class A Shares are eligible to be tendered pursuant to the Offer**. As of , there were Class A Shares outstanding, all of which were held by persons other than the Offerors and their affiliates.

If you elect to tender Class A Shares in response to the Offer, please follow the instructions in this Offer to Purchase and the related documents, including the Letter of Transmittal.

If you tender your Class A Shares, you may withdraw your tendered Class A Shares before the Expiration Time and retain them on their terms in accordance with the procedures set forth in "*Section 3. Withdrawal Rights*."

A Period of Offer

The Offer will only be open for a period beginning on and ending on the Expiration Date and there will be no subsequent offering period for the offer. We expressly reserve the right, in our sole discretion, at any time or from time to time, prior to the Expiration Time, to extend the period of time during which the Offer is open. There can be no assurance, however, that we will exercise our right to extend the Offer.

B Partial Tender Permitted

If you choose to participate in the Offer, you may tender less than all of your Class A Shares pursuant to the terms of the Offer. The Offer is not conditioned on any minimum number of Class A Shares being tendered.

C No Recommendation; Holder's Own Decision

NONE OF THE OFFERORS, THE DEPOSITARY OR THE INFORMATION AGENT, MAKE ANY RECOMMENDATION AS TO WHETHER TO TENDER CLASS A SHARES. EACH HOLDER OF A CLASS A SHARE MUST MAKE HIS, HER, THEIR OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER, THEIR OR ITS CLASS A SHARES.

NO LATER THAN TEN BUSINESS DAYS FROM THE DATE OF THIS OFFER TO PURCHASE, THE COMPANY IS REQUIRED BY LAW TO PUBLISH, SEND OR GIVE TO YOU A STATEMENT DISCLOSING WHETHER ITS BOARD OF DIRECTORS EITHER RECOMMENDS ACCEPTANCE OR REJECTION OF THE OFFER, EXPRESSES NO OPINION AND REMAINS NEUTRAL TOWARD THE OFFER OR IS UNABLE TO TAKE A POSITION WITH RESPECT TO THE OFFER. YOU SHOULD CAREFULLY READ THE INFORMATION SET FORTH IN THAT STATEMENT BEFORE YOU TENDER YOUR CLASS A SHARES IN THE OFFER.

D Extensions of the Offer

We expressly reserve the right, in our sole discretion, and at any time or from time to time, prior to the Expiration Time, to extend the period of time during which the Offer is open. There can be no assurance, however, that we will exercise our right to extend the Offer. If we extend the Offer, we will give notice of such extension by public announcement no later than 9:00 a.m., Eastern Time, on the first business day after the previously scheduled Expiration Date of the Offer.

E Priority of Purchases.

If Class A Shares representing more than $75.0 million in value (or such greater value as we may elect to purchase, subject to applicable law) are properly tendered and not properly withdrawn, we will accept Class A Shares for purchase in the following order of priority:

- First, we will purchase all "odd lots" of less than 100 Class A Shares from shareholders who properly tender all of their Class A Shares and who do not properly withdraw them before the Expiration Time; and
- Second, after purchasing all the "odd lots" that were properly tendered and not properly withdrawn, we will purchase Class A Shares from all other holders who properly tender Class A Shares and who do not properly withdraw them before the Expiration Time, on a pro rata basis, with appropriate adjustments to avoid purchases of fractional shares, until we have acquired the value of Class A Shares representing $75.0 million in value.

Therefore, we may not purchase all of the Shares that you tender even if you properly tender and do not properly withdraw them.

F Odd Lots.

The term "odd lots" means all Class A Shares tendered by any person (an "Odd Lot Holder") who owned beneficially or of record a total of fewer than 100 Class A Shares and so certified in the appropriate place on the Letter of Transmittal and, if applicable, on the Notice of Guaranteed Delivery. To qualify for the odd lot preference, an odd lot holder must tender all Class A Shares owned in accordance with the procedures described in "*The Offer, Section 4. Purchase of Class A Shares and Payment of Purchase Price*." Odd lots will be accepted for payment before any proration of the purchase of other tendered Class A Shares. Any Odd Lot Holder wishing to tender all of the shareholder's Class A Shares in the Offer must complete the section entitled "Odd Lots" in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery. See "*The Offer, Section 2. Procedure for Tendering Class A Shares*."

G Proration.

In the event that proration of tendered Class A Shares is required, the Offerors will determine the final proration factor promptly after the Expiration Time. Proration for each shareholder tendering Class A Shares (excluding Odd Lot Holders) will be based on the ratio of the number of Class A Shares properly tendered and not properly withdrawn by the shareholder to the total number of Class A Shares properly tendered and not properly withdrawn by all shareholders excluding Odd Lot Holders. Although the Offerors do not expect to be

able to announce the final proration factor until at least three business days after expiration of the period to complete tenders made by guaranteed delivery, they will announce preliminary results of proration by press release promptly after the Expiration Time. Shareholders may obtain such preliminary information from the Information Agent and may be able to obtain such information from their brokers or financial advisors.

All Class A Shares tendered but not purchased in to the Offer, including Class A Shares not purchased because of proration, will be returned to the tendering shareholders at the Offerors' expense promptly (which, in the event of proration, will not be until a reasonable period after the final proration factor has been calculated) following the Expiration Time.

As described in "*Section 10. Material U.S. Federal Income Tax Consequences*," the number of Class A Shares that we will purchase from a shareholder pursuant to the Offer may affect the United States federal income tax consequences to the shareholder of the purchase and, therefore, may be relevant to a shareholder's decision whether or not to tender Class A Shares. The Letter of Transmittal affords each shareholder who tenders Class A Shares registered in such shareholder's name directly to the Depositary the opportunity to designate the order of priority in which Class A Shares tendered are to be purchased in the event of proration. In the event the shareholder does not designate the order and fewer than all Class A Shares are purchased due to proration, the Depositary will select the order of Class A Shares purchased.

2. PROCEDURE FOR TENDERING CLASS A SHARES

A Proper Tender of Class A Shares

The Offer is available only for outstanding Class A Shares. The Company has outstanding Units, each consisting of one Class A Shares and one fifth of one Public Warrant. The Units were issued pursuant to the IPO Prospectus. You may tender Class A Shares that are included in Units, but to do so you must first separate such Class A Shares from the Units prior to tendering such Class A Shares.

If you hold Units registered in your own name, you must deliver the certificate for such Units to Continental Stock Transfer & Trust Company, the Company's transfer agent, with written instructions to separate such Units into Class A Shares and Public Warrants. This must be completed far enough in advance of the Expiration Date of the Offer to permit the mailing of the Class A Share certificates back to you so that you may then tender into the Offer the certificates received upon the separation of the Units.

If a broker, dealer, commercial bank, trust company or other nominee holds your Units, you must instruct such nominee to separate your Class A Shares from the Units. Your nominee must send written instructions by facsimile to the Depositary. Such written instructions must include the number of Units to be split and the nominee holding such Units. Your nominee must also initiate electronically, using DTC's deposit withdrawal at custodian (DWAC) system, a withdrawal of the relevant Units and a deposit of an equal number of Class A Shares and Public Warrants. This must be completed far enough in advance of the Expiration Date of the Offer to permit your nominee to tender into the Offer the Class A Shares received upon the separation of the Units. While this is typically done electronically the same business day, you should allow at least one full business day to accomplish the separation. If you fail to cause your Class A Shares to be separated in a timely manner before the Offer expires, you will not be able to validly tender such Class A Shares prior to the Expiration Date.

Once separation is executed, to validly tender Class A Shares pursuant to the Offer, a properly completed and duly executed Letter of Transmittal or photocopy thereof, together with any required signature guarantees, must be received by the Depositary at its address set forth on the back cover page of this Offer to Purchase prior to the Expiration Time. The method of delivery of all required documents is at the option and risk of the tendering holders of Class A Shares. If delivery is by mail, the Company recommends registered mail with return receipt requested (properly insured). In all cases, sufficient time should be allowed to assure timely delivery.

In the Letter of Transmittal, the tendering holders of Class A Shares must: (i) set forth his, her, their or its name and address; (ii) set forth the number of Class A Shares tendered; and (iii) set forth the number of the Class A Share certificate(s) representing such Class A Shares.

Where Class A Shares are tendered by a registered holder of Class A Shares who has completed the box entitled "*Special Issuance Instructions*" on the Letter of Transmittal, all signatures on the Letters of Transmittal must be guaranteed by an "Eligible Institution."

An "Eligible Institution" is a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 promulgated under the Exchange Act.

If the Class A Shares are registered in the name of a person other than the signer of the Letter of Transmittal, the Class A Shares must be endorsed or accompanied by appropriate instruments of assignment, in either case signed exactly as the name(s) of the registered owner(s) appear on the Class A Shares, with the signature(s) on the Class A Shares or instruments of assignment guaranteed.

A tender of Class A Shares pursuant to the procedures described below in this Section 2 will constitute a binding agreement between the tendering holder and the Offerors upon the terms and subject to the conditions of the Offer, including the "odd lot" and proration provisions described in "*Section 1. General Terms*."

ALL DELIVERIES IN CONNECTION WITH THE OFFER, INCLUDING A LETTER OF TRANSMITTAL AND CLASS A SHARES, MUST BE MADE TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY.

NO DELIVERIES SHOULD BE MADE TO THE COMPANY, AND ANY DOCUMENTS DELIVERED TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY AND THEREFORE WILL NOT BE DEEMED TO BE PROPERLY TENDERED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

BOOK-ENTRY DELIVERY. The Depositary will establish an account for the Class A Shares at DTC for purposes of the Offer, within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in DTC's system may make book-entry delivery of Class A Shares by causing DTC to transfer such Class A Shares into the Depositary's account in accordance with DTC's procedure for such transfer. Even though delivery of Class A Shares may be effected through book-entry transfer into the Depositary's account at DTC, a properly completed and duly executed Letter of Transmittal (or copy thereof), with any required signature guarantee, or an Agent's Message (as defined below), and any other required documentation, must in any case be transmitted to and received by the Depositary at its address set forth on the back cover page of this Offer to Purchase prior to the Expiration Time, or the guaranteed delivery procedures set forth herein must be followed. Delivery of the Letter of Transmittal (or other required documentation) to DTC does not constitute delivery to the Depositary. The term "***Agent's Message***" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC exchanging the Class A Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. The term "***Book-Entry Confirmation***" means a timely confirmation of a book-entry transfer of Class A Shares into the Depositary's account at DTC.

CLASS A SHARES HELD IN STREET NAME. If Class A Shares are held through a direct or indirect DTC participant, such as a broker, dealer, commercial bank, trust company or other financial intermediary, you must instruct that holder to tender your Class A Shares on your behalf. A letter of instructions is included in these

materials, and as an exhibit to the Schedule TO. The letter may be used by you to instruct a custodian to tender and deliver Class A Shares on your behalf.

Unless the Class A Shares being tendered are delivered to the Depositary by 11:59 p.m., Eastern Time, on (the Expiration Date) accompanied by a properly completed and duly executed Letter of Transmittal or a properly transmitted Agent's Message, we may, at our option, treat such tender as invalid. Payment upon tender of Class A Shares will be made only against the valid tender of Class A Shares.

GUARANTEED DELIVERY. If you want to tender your Class A Shares pursuant to the Offer, but (i) your Class A Shares are not immediately available, (ii) the procedure for book-entry transfer cannot be completed on a timely basis or (iii) time will not permit all required documents to reach the Depositary prior to the Expiration Time, you can still tender your Class A Shares, if all of the following conditions are met:

(a) the tender is made by or through an Eligible Institution;

(b) the Depositary receives by hand, mail, overnight courier or fax, prior to the Expiration Time, a properly completed and duly executed Notice of Guaranteed Delivery in the form the Company has provided with this Offer to Purchase (with signatures guaranteed by an Eligible Institution); and

(c) the Depositary receives, within two Nasdaq trading days after the date of its receipt of the Notice of Guaranteed Delivery:

(1) the certificates for all tendered Class A Shares, or confirmation of receipt of the Class A Shares pursuant to the procedure for book-entry transfer as described above; and

(2) a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal. In any event, the payment for Class A Shares tendered pursuant to the Offer and accepted pursuant to the Offer will be made only after timely receipt by the Depositary of Class A Shares, properly completed and duly executed Letter(s) of Transmittal and any other required documents.

B Determination of Validity

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for purchase of any tenders of Class A Shares will be determined by the Offerors, in their sole discretion, and their determination will be final and binding, subject to the judgment of any court that might provide otherwise. The Offerors reserve the absolute right, subject to the judgment of any court that might provide otherwise, to reject any or all tenders of Class A Shares that they determine are not in proper form or reject tenders of Class A Shares that may, in the opinion of the Offerors' counsel, be unlawful. The Offerors also reserve the absolute right, subject to the judgment of any court that might provide otherwise, to waive any defect or irregularity in any tender of Class A Shares. Neither the Offerors nor any other person will be under any duty to give notice of any defect or irregularity in tenders, nor will any of them incur any liability for failure to give any such notice.

C Tender Constitutes an Agreement

A tender of Class A Shares made pursuant to any method of delivery set forth herein will also constitute an acknowledgement by the tendering holder of Class A Shares that: (i) the Offer is discretionary and may be extended, modified, suspended or terminated by us as provided herein; (ii) such holder of Class A Shares is voluntarily participating in the Offer; (iii) the future value of the Class A Shares is unknown and cannot be predicted with certainty; (iv) such holder of Class A Shares has read this Offer to Purchase; (v) such holder of Class A Shares has consulted his, her, their or its tax and financial advisors with regard to how the Offer will impact the specific situation of the tendering holder of Class A Shares; (vi) any foreign exchange obligations

triggered by the tender of Class A Shares by such holder or receipt of proceeds are solely his, her, their or its responsibility and (vii) regardless of any action that we take with respect to any or all income/capital gains tax, social security or insurance tax, transfer tax or other tax-related items ("***Tax Items***") related to the Offer and the disposition of Class A Shares, such holder of Class A Shares acknowledges that the ultimate liability for all Tax Items is and remains his, her, their or its sole responsibility. In that regard, a tender of Class A Shares authorizes us to withhold all applicable Tax Items potentially payable by a tendering holder of Class A Shares. The Offerors' acceptance for payment of Class A Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering holder of Class A Shares and us upon the terms and subject to certain conditions of the Offer, including the "odd lot" and proration provisions described in "*Section 1. General Terms*."

D Signature Guarantees

Except as otherwise provided below, all signatures on a Letter of Transmittal by a person residing in or tendering Class A Shares in the United States must be guaranteed by an Eligible Institution. Signatures on a Letter of Transmittal need not be guaranteed if (i) the Letter of Transmittal is signed by the registered holder of the Class A Share(s) tendered therewith and such holder has not completed the box entitled "***Special Issuance Instructions***" in the Letter of Transmittal or (ii) such Class A Share(s) are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

3. WITHDRAWAL RIGHTS

Tenders of Class A Shares made pursuant to the Offer may be rescinded at any time prior to the Expiration Time. If the Offer Period is extended, you may withdraw your tendered Class A Shares at any time until the extended Expiration Time. In addition, tendered Class A Shares that are not accepted by us for purchase any time within sixty (60) days after the commencement of the Offer (including after the Expiration Date), which is , may thereafter be withdrawn by you until such time as the Class A Shares are accepted by us for purchase.

To be effective, a written notice of withdrawal must be timely received by the Depositary at its address identified on the back cover page of this Offer to Purchase. Any notice of withdrawal must specify the name of the holder who tendered the Class A Shares for which tenders are to be withdrawn and the number of Class A Shares to be withdrawn. If the Class A Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal must be submitted to the Depositary prior to release of such Class A Shares. In addition, such notice must specify the name of the registered holder (if different from that of the tendering holder of Class A Shares) and the serial numbers shown on the particular certificates evidencing the Class A Shares to be withdrawn. Withdrawal may not be cancelled, and Class A Shares for which tenders are withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, Class A Shares for which tenders are withdrawn may be tendered again by following one of the procedures described in Section 2 at any time prior to the Expiration Time.

A holder of Class A Shares desiring to withdraw tendered Class A Shares previously delivered through DTC should contact the DTC participant through which such holder holds his, her, their or its Class A Shares. In order to withdraw previously tendered Class A Shares, a DTC participant may, prior to the Expiration Time, withdraw its instruction previously transmitted through the WARR PTS function of DTC's ATOP procedures by (i) withdrawing its acceptance through the WARR PTS function or (ii) delivering to the Depositary by mail, hand delivery or fax, a notice of withdrawal of such instruction. The notices of withdrawal must contain the name and number of the DTC participant. A withdrawal of an instruction must be executed by a DTC participant as such DTC participant's name appears on its transmission through the WARR PTS function to which such withdrawal relates. A DTC participant may withdraw a tendered Class A Shares only if such withdrawal complies with the provisions described in this paragraph.

A holder who tendered his, her, their or its Class A Shares other than through DTC should send written notice of withdrawal to the Depositary specifying the name of the holder of Class A Shares who tendered the Class A Shares being withdrawn. All signatures on a notice of withdrawal must be guaranteed by a Medallion Signature Guarantor; provided, however, that signatures on the notice of withdrawal need not be guaranteed if the Class A Shares being withdrawn are held for the account of an Eligible Institution. Withdrawal of a prior Class A Share tender will be effective upon receipt of the notice of withdrawal by the Depositary. Selection of the method of notification is at the risk of the holder of such Class A Shares and notice of withdrawal must be timely received by the Depositary.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Offerors, in their sole discretion, which determination will be final and binding, subject to the judgment of any court that might provide otherwise. Neither the Offerors nor any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification, subject to the judgment of any court that might provide otherwise.

4. PURCHASE OF CLASS A SHARES AND PAYMENT OF PURCHASE PRICE

Upon the terms and subject to the conditions of the Offer, including the "odd lot" and proration provisions described in "*Section 1. General Terms*," the Offerors will purchase Class A Shares validly tendered as of the Expiration Date for a purchase price of $10.00 per Class A Share, representing an aggregate purchase price of $75,000,000.00. In all cases, Class A Shares will only be accepted for purchase pursuant to the Offer after timely receipt by the Depositary of a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer and any other documents required by the Letter of Transmittal.

In the event of proration, we will determine the proration factor and pay for those tendered Class A Shares accepted for payment promptly after the Expiration Time. However, we do not expect to be able to announce the final results of any proration and commence payment for Class A Shares purchased until at least three business days after expiration of the period to complete tenders made by Guaranteed Delivery.

For purposes of the Offer, the Offerors will be deemed to have accepted for purchase, subject to the Odd Lot priority and proration, Class A Shares that are validly tendered and for which tenders are not withdrawn, unless the Offerors give written notice to the holder of Class A Shares of their non-acceptance prior to the Expiration Time.

Upon the terms and subject to the conditions of the Offer, payment for Class A Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for tendering shareholders for the purpose of receiving payments from the Offerors and transmitting such payments to tendering shareholders whose Class A Shares have been accepted for payment.

Under no circumstances will the Offerors pay interest on the purchase price, including, but not limited to, by reason of any delay in making payment. In addition, if certain events occur, we may not be obligated to purchase Class A Shares in the Offer.

If any tendered Class A Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer (including those not purchased because of proration), or if Certificates are submitted evidencing more Class A Shares than are tendered, unless a shareholder specified otherwise in the Letter of Transmittal, Certificates evidencing unpurchased Class A Shares will be returned, without expense to the tendering shareholder (or, in the case of Class A Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedure set forth in "*Section 2. Procedure for Tendering Class A Shares*," such Class A Shares will be credited to an account maintained at DTC) within a reasonable time after determination of the final proration factor.

We urge holders of Class A Shares who hold Class A Shares through a broker, dealer, commercial bank, trust company or other nominee to consult their nominee to determine whether transaction costs are applicable if they tender Class A Shares through their nominee and not directly to the Depositary.

5. BACKGROUND AND PURPOSE OF THE OFFER

A Information Concerning the Company and the Offerors

Pathfinder Acquisition Corporation was incorporated on December 18, 2020 as a Cayman Islands exempted company for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. The Company has neither engaged in any operations nor generated any revenue to date. Based on the Company's business activities, it is a "shell company" as defined under the Exchange Act because it has no operations and nominal assets consisting almost entirely of cash. On February 19, 2021, the Company consummated its IPO, with each Unit consisting of one Class A Share and one fifth of one Public Warrant.

Each of FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P. is a Cayman Islands Exempted Limited Partnership formed for purposes of investing in technology and technology-enabled companies.

The Company's principal executive offices are located at 1950 University Avenue, Suite 350, Palo Alto, CA 94303 and the Company's telephone number is (650) 321-4910. The Offerors' principal executive offices are located at 1114 Avenue of the Americas, 15th Floor, New York, NY 10036 and the Offerors' telephone number is 646-434-1343.

B Establishment of Offer Terms and Purpose of the Offer

The Offer is being made to all holders of Class A Shares other than the Offerors and their affiliates. The purpose of the Offer is to comply with Francisco Partners' obligations under the Commitment Letter in connection with Francisco Partners' commitments thereunder to provide up to $75.0 million of financing to support the Business Combination.

In connection with the Business Combination Agreement, the Company, Merger Sub, Movella and Francisco Partners entered into the Commitment Letter, pursuant to which Francisco Partners or certain of its affiliates committed $75 million of financing to support the Business Combination. Under the terms of the Commitment Letter, Francisco Partners or its affiliates committed (i) to launch the Offer for the purchase of up to $75 million of the Class A Shares and (ii) to the extent the total amount tendered and actually purchased upon expiration of the Offer is less than $75 million, to purchase from the Company an amount of New Movella Common Stock equal to the difference between $75 million and the amount purchased by Francisco Partners or its affiliates in the Offer (the "***Private Placement***"), which would occur prior to or substantially concurrently with the closing of the Business Combination. The Class A Shares purchased in the Offer and the shares of New Movella Common Stock purchased in the Private Placement are collectively referred to herein as the "***FP Shares***."

The Commitment Letter provides for a commitment by Francisco Partners or one or more of its affiliates to provide a $25 million senior secured note (the "***Pre-Close Facility***") to Movella prior to the closing of the Business Combination. The Pre-Close Facility is available to Movella for working capital, to refinance certain existing debt of Movella, to pay transaction costs and expenses, and for other general corporate purposes.

In exchange for the entry into a non-redemption agreement for the FP Shares, Movella will be deemed to issue to Francisco Partners or its affiliates at the closing of the Business Combination a 5-year $75 million venture-linked secured note (the "***VLN Facility***," and collectively with the Pre-Close Facility, the Tender Offer, and the Private Placement, the "***Transactions***"). Pursuant to the VLN Facility, the Company (which will be renamed "Movella Holdings Inc.") will have the right, subject to certain exceptions, to (i) cause Francisco Partners to sell all or a portion of the FP Shares at any time and at any price at its sole discretion and (ii) to

repurchase all or a portion of the FP Shares at the market price on the close of business the business day preceding such repurchase, in each case over the life of the VLN Facility, and a percentage of the proceeds (which percentage is a function of when proceeds are generated, based on a predetermined schedule with a sliding scale) of any such sale or repurchase may be applied by Movella as a credit against the principal amount of the VLN Facility upon a voluntary or mandatory prepayment, repayment or refinancing event. If the Business Combination is consummated, the VLN Facility will mature five years after the closing thereof.

If deemed advanced, the VLN Facility will be comprised of the aggregate amount of the Tender Offer and the Private Placement and would refinance the Pre-Close Facility in full and be available for other general corporate purposes. If the Business Combination is not consummated and the VLN Facility is not deemed issued, the Pre-Close Facility shall continue under modified terms, including a 3-year maturity. The consummation of the Transactions pursuant to a note purchase agreement (the "***NPA***") to be entered into among Movella, certain affiliates of Francisco Partners, as purchasers, and Wilmington Trust Fund Society FSB, as administrative and collateral agent, and to be joined by the Company upon the consummation of the Business Combination and certain other customary documents to be entered into in connection with the NPA. The availability of the Pre-Close Facility and the VLN Facility and the launch of the Offer and, if applicable, the consummation of the Private Placement, are subject to the satisfaction of certain customary conditions and closing conditions (as applicable), including in the case of the VLN Facility, the consummation of the Business Combination.

The Commitment Letter also contemplates that, if the Business Combination is consummated and the VLN Facility is deemed issued, Francisco Partners shall have the right, subject to approval of New Movella, to designate one independent director to the board of New Movella to serve until such time as the then extant term of such director expires immediately following the VLN Facility having been paid in full. If the Business Combination is not consummated, Francisco Partners shall not have any board designation rights but shall instead be entitled to receive all information provided to members of the Movella board, subject to certain exceptions.

The obligations under the Pre-Close Facility and the VLN Facility will be secured by substantially all of Movella's and certain of its subsidiaries' assets and by substantially all of the assets of New Movella. The Pre-Close Facility and the VLN Facility (after the closing of the Business Combination) will have certain customary events of default, representations and warranties, and affirmative and negative covenants.

Under the terms of the Commitment Letter, Francisco Partners will act as sole lead arranger and sole lead bookrunner in connection with the Pre-Close Facility and the VLN Facility. Movella will pay certain customary fees and expenses in connection with the Transactions. The Commitment Letter also contemplates the issuance of 1.0 million shares of New Movella Common Stock by the Company to Francisco Partners or certain of its affiliates at the time of consummation of the Business Combination, subject to and conditioned upon the Business Combination occurring and the full deemed funding of the VLN Facility.

The Offerors are giving holders of Class A Shares an opportunity to tender their Class A Shares at $10.00 per share. Only Class A Shares properly tendered at the purchase price, and not properly withdrawn, will be purchased pursuant to the Offer. All Class A Shares tendered and not purchased pursuant to the Offer will be returned to the tendering holders of Class A Shares at our expense promptly following the Expiration Date or the termination of the Offer. See "*The Offer*, *Section 2. Procedure for Tendering Class A Shares.*"

C Plans, Proposals or Negotiations

Except as set forth in the section entitled "*The Business Combination*," this Section 5 and Section 8 hereunder, there are no present plans, proposals or negotiations by the Offerors that relate to or would result in:

- any extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;

- a purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company;
- any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of directors, to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in the Company's corporate structure or business;
- any class of equity security of the Company being delisted from a national securities exchange;
- any class of equity security of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;
- the suspension of the Company's obligation to file reports pursuant to Section 15(d) of the Exchange Act;
- the acquisition by any person of additional securities of the subject company, or the disposition of securities of the subject company; or
- changes in the Company's Existing Governing Documents or other governing instruments or other actions that could impede the acquisition of control of the Company by any person.

NONE OF THE OFFERORS, THE DEPOSITARY OR INFORMATION AGENT MAKE ANY RECOMMENDATION TO ANY HOLDER OF CLASS A SHARES AS TO WHETHER TO TENDER SOME OR ALL OF THEIR CLASS A SHARES. EACH HOLDER OF CLASS A SHARES MUST MAKE HIS OR HER OWN DECISION AS TO WHETHER TO TENDER THEIR CLASS A SHARES.

NO LATER THAN TEN BUSINESS DAYS FROM THE DATE OF THIS OFFER TO PURCHASE, THE COMPANY IS REQUIRED BY LAW TO PUBLISH, SEND OR GIVE TO YOU A STATEMENT DISCLOSING WHETHER ITS BOARD OF DIRECTORS EITHER RECOMMENDS ACCEPTANCE OR REJECTION OF THE OFFER, EXPRESSES NO OPINION AND REMAINS NEUTRAL TOWARD THE OFFER OR IS UNABLE TO TAKE A POSITION WITH RESPECT TO THE OFFER. YOU SHOULD CAREFULLY READ THE INFORMATION SET FORTH IN THAT STATEMENT BEFORE YOU TENDER YOUR CLASS A SHARES IN THE OFFER.

6. PRICE RANGE OF CLASS A SHARES

The Class A Shares are listed on the Nasdaq under the symbol "***PFDR***." On , the last reported sale prices for the Class A Shares was $. The following table sets forth the high and low sales prices for the Class A Shares for the periods shown:

	Class A Shares	
	High	**Low**
Fiscal 2021		
Second Quarter[1]	$10.02	$9.70
Third Quarter	$9.935	$9.74
Fourth Quarter	$ 9.97	$9.70
Fiscal 2022		
First Quarter	$ 9.79	$9.69
Second Quarter	$ 9.84	$9.77
Third Quarter	$9.935	$9.80

(1) Beginning on April 13, 2021.

7. SOURCE AND AMOUNT OF FUNDS

The Offerors intend to pay the consideration for the Offer using cash on hand.

8. TRANSACTIONS AND AGREEMENTS CONCERNING THE COMPANY'S SECURITIES

Registration Rights

Concurrently with the execution of the Business Combination Agreement, the Company, Pathfinder Acquisition LLC, a Delaware limited liability company (the "***Sponsor***"), Movella, Francisco Partners and certain other equityholders of Movella (collectively, the "***Investors***") entered into a registration and shareholder rights agreement (the "***Shareholder Rights Agreement***") to be effective upon the closing of the Business Combination, pursuant to which, among other things, the Investors have been granted certain customary registration rights.

Pursuant to the Shareholder Rights Agreement, the Sponsor and the Legacy Pathfinder Holders (as defined in the Shareholder Rights Agreement) have agreed that, subject to certain customary exceptions, they will not effect any sale or distribution of New Movella equity securities during the period commencing on the Business Combination Date and ending on the earlier of (a) the date that is three hundred and sixty five (365) days following the Business Combination Date and (b) (i) the first date on which the closing price of the New Movella Common Stock has been greater than or equal to $12.00 per share (as adjusted for share subdivisions, share capitalizations, share consolidations, reorganizations, recapitalizations and the like) measured using the daily closing price for any 20 trading days within a 30-trading day period commencing at least one hundred and fifty (150) days after the Business Combination Date or (y) the date on which New Movella completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all New Movella's shareholders having the right to exchange their New Movella Common Stock for cash, securities or other property. Each other Investor, including Francisco Partners, has agreed that, subject to certain customary exceptions, he, she, or it shall not effect any sale or distribution of New Movella Common Stock (other than any FP Shares) during the period commencing on the Business Combination Date and ending on the date that is one hundred and eighty (180) days following the Business Combination Date.

Support Agreement

The Offerors will enter into a transaction support agreement with Pathfinder, the Sponsor and Movella (the "***FP Transaction Support Agreement***"), whereby the Offerors will agree, among other things, (a) to vote all Shares held by the Offerors in favor of the Business Combination Agreement and the transactions contemplated thereby (including the Merger), (b) to forego redemption rights, if any and (c) not to transfer any of their Class A Shares (subject to certain exceptions), in each case, prior to the earlier of the valid termination of the Business Combination Agreement or the effective time of the Merger.

9. CONDITIONS; TERMINATION; WAIVERS; EXTENSIONS; AMENDMENTS

Notwithstanding any other provision of the Offer, we will not accept for payment, purchase or pay for any Class A Shares tendered, and may terminate or amend the Offer or may postpone the acceptance for payment of, or the purchase of and the payment for Class A Shares tendered, subject to the rules under the Exchange Act, if at any time on or after the commencement of the Offer and before the Expiration Time, there has been instituted or is pending any action, suit or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal or by any other person, domestic, foreign or supranational, before any court, authority, agency or other tribunal that (i) directly or indirectly challenges or seeks to make illegal, or to delay or otherwise directly or indirectly restrain, prohibit or otherwise affect the making of the Offer or the acquisition of some or all of the Class A Shares pursuant to the Offer or, (ii) in our reasonable judgment and regardless of the circumstances giving rise to the event or events (other than any action or omission to act by us), makes it inadvisable to proceed with the Offer or with acceptance for payment.

The foregoing is for our sole benefit with respect to the Offer and may be asserted by us regardless of the circumstances (other than any action or omission to act by us) giving rise to any condition, and may be waived by

us, in whole or in part, in our discretion until the Offer shall have expired or been terminated. However, once the Offer has expired, then all of the conditions to the Offer must have been satisfied or waived. In certain circumstances, if we waive the conditions described above, we may be required to extend the Expiration Date, and if the condition is material, we will promptly disclose our decision whether or not to waive such condition. Any determination by us concerning the events described above will be final and binding on all parties; provided, however, holders of Class A Shares are not foreclosed from challenging such determinations in a court of competent jurisdiction.

Because of the proration and "odd lot" priority provisions described in this Offer to Purchase, fewer than all of the Class A Shares tendered may be purchased if Class A Shares representing more than $75.0 million in value are properly tendered and not properly withdrawn. Class A Shares tendered but not purchased in the Offer, including Class A Shares not purchased because of proration, will be returned to the tendering shareholders at the Offerors' expense promptly after the expiration of the Offer. See "*The Offer, Section 1. General Terms*" and "*The Offer, Section 2. Procedure for Tendering Class A Shares*." In the event that we terminate the Offer, all Class A Shares tendered by holders of Class A Shares in connection with the Offer will be returned to such holder of Class A Shares.

Subject to applicable securities laws and the terms and conditions set forth in this Offer to Purchase, we expressly reserve the right (but will not be obligated), at any time or from time to time, prior to the Expiration Time, regardless of whether or not any of the events set forth above shall have occurred or shall have been determined by us to have occurred, to (a) waive any and all conditions of the Offer, (b) extend the Offer or (c) otherwise amend the Offer in any respect. The rights reserved by us in this paragraph are in addition to our rights to terminate the Offer described above. Irrespective of any amendment to the Offer, all Class A Shares previously tendered pursuant to the Offer and not accepted for purchase or withdrawn will remain subject to the Offer and may be accepted thereafter for purchase by us.

If we materially change the terms of the Offer or the information concerning the Offer, we will extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 promulgated under the Exchange Act. These rules and certain related releases and interpretations of the SEC provide that the minimum period during which a tender offer must remain open following material changes in the terms of the Offer or information concerning the Offer (other than a change in price or a change in percentage of securities sought) will depend on the facts and circumstances, including the relative materiality of the terms or information; however, in no event will the Offer remain open for fewer than five business days following such a material change in the terms of, or information concerning, the Offer. If (i) we make any change to increase or decrease the price to be paid for Class A Shares, and (ii) the Offer is scheduled to expire at any time earlier than the expiration of a period ending on the tenth business day from, and including, the date that notice of an increase or decrease is first published, sent or given to holders of Class A Shares, the Offer will be extended until the expiration of such period for ten business days. For purposes of the Offer, a "***business day***" means any day other than a Saturday, Sunday or U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

Pursuant to Exchange Act Rule 14d-1, we have filed the Schedule TO with the SEC which contains additional information with respect to the Offer. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner as set forth under "*The Offer*, *Section 14. Additional Information; Miscellaneous*" in this Offer to Purchase.

10. MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences to U.S. Holders and Non-U.S. Holders (each as defined below) of Class A Shares who tender their Class A Shares for cash pursuant to the Offer. The discussion below of the U.S. federal income tax consequences to "U.S. Holders" will apply to a beneficial owner of the Class A Shares that is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;

- a corporation (or other entity treated as a corporation) that is created or organized (or treated as created or organized) in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (i) a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons are authorized to control all substantial decisions of the trust or (ii) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a beneficial owner of the Class A Shares is not described above as a U.S. Holder and is not an entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes, such owner will be considered a "Non-U.S. Holder." The material U.S. federal income tax consequences applicable specifically to Non-U.S. Holders are described below under the heading "Non-U.S. Holders."

This discussion is based on the Internal Revenue Code of 1986, as amended (the "***Code***"), its legislative history, Treasury regulations promulgated thereunder, published rulings and court decisions, all as currently in effect. These authorities are subject to change or differing interpretations, possibly on a retroactive basis.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to any particular holder based on such holder's individual circumstances. In particular, this discussion considers only holders that own the Class A Shares as capital assets within the meaning of Section 1221 of the Code, and does not address the potential application of the alternative minimum tax or consequences under the Medicare tax on net investment income. In addition, this discussion does not address the U.S. federal income tax consequences to holders that are subject to special rules, including:

- financial institutions or financial services entities;
- broker-dealers;
- taxpayers that are subject to the mark-to-market accounting rules under Section 475 of the Code;
- tax-exempt entities;
- governments or agencies or instrumentalities thereof;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- certain former citizens or former long-term residents of the United States;
- persons that actually or constructively own 5 percent or more of our shares;
- persons that acquired the Class A Shares in connection with employee share incentive plans or otherwise as compensation;
- persons that hold the Class A Shares as part of a straddle, constructive sale, hedging, conversion or other integrated transaction; or
- persons whose functional currency is not the U.S. dollar.

This discussion does not address any aspect of U.S. federal non-income tax laws, such as gift or estate tax laws, state, local or non-U.S. tax laws or, except as discussed herein, any tax reporting obligations of a holder of the Class A Shares. Additionally, this discussion does not consider the tax treatment of partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) or other pass-through entities or persons who hold Class A Shares through such entities. If a partnership (or other entity or arrangement

classified as a partnership for U.S. federal income tax purposes) is the beneficial owner of the Class A Shares, the U.S. federal income tax treatment of a partner in the partnership generally will depend on the status of the partner and the activities of the partnership.

We have not sought, and will not seek, a ruling from the IRS as to any U.S. federal income tax consequence described herein. The IRS may disagree with the descriptions herein, and its determination may be upheld by a court. Moreover, there can be no assurance that future legislation, regulations, administrative rulings or court decisions will not adversely affect the accuracy of the statements in this discussion.

THIS DISCUSSION IS ONLY A SUMMARY OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OFFER TO HOLDERS OF CLASS A SHARES. EACH HOLDER OF CLASS A SHARES IS URGED TO CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE PARTICULAR TAX CONSEQUENCES TO SUCH INVESTOR OF THE OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, AND NON-U.S. TAX LAWS, AS WELL AS U.S. FEDERAL TAX LAWS AND ANY APPLICABLE TAX TREATIES.

U.S. Holders

Exchange of Class A Shares Pursuant to the Offer

The exchange of Class A Shares for cash pursuant to the Offer will be a taxable sale of the Class A Shares for U.S. federal income tax purposes. Subject to the discussion below under "*Passive Foreign Investment Company Consequences*," a U.S. Holder will recognize capital gain or loss in an amount equal to the difference between the amount of cash received and the U.S. Holder's adjusted tax basis in the Class A Shares. A U.S. Holder's adjusted tax basis in the Class A Shares generally will equal the U.S. Holder's acquisition cost of the Class A Shares, and if the U.S. Holder purchased a Unit consisting of Class A Shares and Public Warrants, the cost of such Unit must be allocated between the Class A Shares and the Public Warrants that comprised such Unit based on their relative fair market values at the time of the purchase. Any such capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period for the Class A Shares exceeds one year. A U.S. Holder must calculate gain or loss separately for each block of Class A Shares exchanged pursuant to the Offer (generally, Class A Shares acquired at the same cost in a single transaction). Long-term capital gain recognized by a non-corporate U.S. Holder may be eligible for reduced rates of tax. The deduction of capital losses is subject to limitations. Special rules may apply to losses realized by a U.S. Holder upon a taxable disposition of Class A Shares if, within a period beginning thirty (30) days before the date of such disposition and ending thirty (30) days after such date, such U.S. Holder has acquired (by purchase or by an exchange on which the entire amount of gain or loss was recognized), or has entered into a contract or option so to acquire, substantially identical stock or securities.

Passive Foreign Investment Company Consequences

A foreign (i.e., non-U.S.) corporation will be classified as a "passive foreign investment company" ("***PFIC***") for U.S. federal income tax purposes if either (i) at least 75% of its gross income in a taxable year, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income or (ii) at least 50% of its assets in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year), including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of passive assets.

Because Pathfinder is a blank check company, with no current active business, based upon the composition of its income and assets, Pathfinder believes it likely is classified as a PFIC for U.S. federal income tax purposes. Although Pathfinder's PFIC status is determined annually, an initial determination that Pathfinder is a PFIC for any taxable year will generally apply for subsequent years to a U.S. Holder who held Class A Shares while Pathfinder was a PFIC, whether or not Pathfinder meets the test for PFIC status in those subsequent years.

If Pathfinder is determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder of Class A Shares and the U.S. Holder does not or did not make either a timely qualified electing fund ("***QEF***") election for Pathfinder's first taxable year as a PFIC in which the U.S. Holder holds or held (or is deemed to hold) Class A Shares or a mark-to-market election, each as described below, such U.S. Holder generally will be subject to special rules with respect to any gain recognized by the U.S. Holder on its tender of Class A Shares for cash in the Offer. Under these rules:

- the U.S. Holder's gain will be allocated ratably over the U.S. Holder's holding period for its Class A Shares;
- the amount allocated to the U.S. Holder's taxable year in which the U.S. Holder recognized the gain, or to the period in the U.S. Holder's holding period before the first day of Pathfinder's first taxable year in which it was a PFIC, will be taxed as ordinary income;
- the amount allocated to other taxable years (or portions thereof) of the U.S. Holder and included in its holding period will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder; and
- an additional tax equal to the interest charge generally applicable to underpayments of tax will be imposed on the U.S. Holder with respect to the tax attributable to each such other taxable year of the U.S. Holder.

A U.S. Holder generally may avoid the PFIC tax consequences described above in respect of Class A Shares tendered for cash in the Offer if it makes or has made and maintained a timely and valid election to treat Pathfinder as a "qualified electing fund" under Section 1295 of the Code for the taxable year that is the first year in the U.S. Holder's holding period of public shares during which Pathfinder qualified as a PFIC (a "***QEF Election***"). If a U.S. Holder makes or has made a timely QEF Election, any gain recognized on the Class A Shares in the Offer generally will be treated as capital gain and no additional tax or interest charge will be imposed under the PFIC rules.

Alternatively, a U.S. Holder generally may avoid the PFIC tax consequences described above in respect of Class A Shares if the Class A Shares constitute "marketable stock" and, at the close of the first taxable year in which the U.S. Holder holds or held (or is deemed to hold) Class A Shares makes or has made an election under Section 1296 of the Code (a "***mark-to-market election***"). If a U.S. Holder makes or has made a timely mark-to-market election, any gain recognized on the Class A Shares in the Offer generally will be taxable as ordinary income.

THE RULES RELATING TO PFICS AND QEF AND MARK-TO-MARKET ELECTIONS ARE COMPLEX AND ARE AFFECTED BY VARIOUS FACTORS IN ADDITION TO THOSE DESCRIBED ABOVE. U.S. HOLDERS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE IMPACT OF PFIC STATUS ON THEIR DECISION TO PARTICIPATE IN THE OFFER AND IRS INFORMATION REPORTING OBLIGATIONS WITH RESPECT TO THE OFFER.

Non-U.S. Holders

A Non-U.S. Holder generally will not be subject to U.S. federal income tax on any gain or loss attributable to a sale or other disposition of Class A Shares unless such gain or loss is effectively connected with its conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains in the United States) or the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of sale or other disposition and certain other conditions are met (in which case, any gain from United States sources, such as any gain recognized on a disposition of Class A Shares, generally is subject to tax at a 30% rate or a lower applicable tax treaty rate).

Gains that are effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed

base in the United States) generally will be subject to U.S. federal income tax (but not the Medicare contribution tax) at the same regular U.S. federal income tax rates applicable to a comparable U.S. Holder and, in the case of a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes, may also be subject to an additional branch profits tax at a 30% rate or a lower applicable tax treaty rate.

Backup Withholding and Information Reporting

In general, information reporting for U.S. federal income tax purposes should apply to the proceeds from sales and other dispositions of Class A Shares by a U.S. Holder to or through a U.S. office of a broker. Payments made (and sales and other dispositions effected at an office) outside the United States will be subject to information reporting in limited circumstances.

In addition, backup withholding of U.S. federal income tax, currently at a rate of 24%, generally will apply to proceeds from sales and other dispositions of Class A Shares by a U.S. Holder who:

- fails to provide an accurate taxpayer identification number;
- is notified by the IRS that backup withholding is required; or
- fails to comply with applicable certification requirements.

A Non-U.S. Holder generally will eliminate the requirement for information reporting and backup withholding by providing certification of its foreign status, under penalties of perjury, on a duly executed applicable IRS Form W-8 or by otherwise establishing an exemption.

We will withhold all taxes required to be withheld by law from any amounts otherwise payable to any holder of Class A Shares, including tax withholding required by the backup withholding rules. Backup withholding is not an additional tax. Rather, the amount of any backup withholding will be allowed as a credit against a U.S. Holder's or a Non-U.S. Holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the requisite information is timely furnished to the IRS. Holders are urged to consult their own tax advisors regarding the application of backup withholding and the availability of and procedure for obtaining an exemption from backup withholding in their particular circumstances.

11. RISK FACTORS

You should carefully consider the following risk factors in addition to the other information included in this Offer to Purchase before you decide whether to tender Class A Shares in the Offer. We caution you not to place undue reliance on the forward-looking statements contained in this Offer to Purchase, which speak only as of the date of this Offer to Purchase.

There is no guarantee that your decision whether to tender your Class A Shares in the Offer will put you in a better future economic position.

We can give no assurance as to the price at which a holder of Class A Shares may be able to sell its Class A Shares in the future following the completion of the Offer. Certain events following the closing of an initial business combination involving the Company may cause an increase in the prices of the Class A Shares, which could result in a lower value realized now than you might realize in the future had you not agreed to tender your Class A Shares. Similarly, if you do not tender your Class A Shares, you will bear the risk of ownership of your Class A Shares after the Offer, and there can be no assurance that you can sell your Class A Shares in the future for an amount equal to or greater than the purchase price pursuant to the Offer. You should consult your own individual tax and/or financial advisor for assistance on how this may affect your individual situation. You should consult your own individual tax and/or financial advisor for assistance on how the tender of your Class A Shares may affect your individual situation.

12. THE DEPOSITARY AND THE INFORMATION AGENT

We have retained American Stock Transfer & Trust Company, LLC to act as the Depositary, and D.F. King & Co., Inc. to act as the Information Agent, in each case in connection with the Offer. All deliveries, correspondence and questions sent or presented to the Depositary or the Information Agent relating to the Offer should be directed to the addresses, e-mail addresses or telephone numbers set forth on the back cover page of this Offer to Purchase.

13. FEES AND EXPENSES

The Information Agent and the Depositary will receive reasonable and customary compensation for their respective services, will be reimbursed by us for reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

We will not pay any fees or commissions to brokers, dealers or other persons (other than fees to the Information Agent as described above) for soliciting tenders of Class A Shares pursuant to the Offer. Holders of Class A Shares holding Class A Shares through a broker, dealer, commercial bank, trust company or other nominee are urged to consult such nominees to determine whether transaction costs may apply if holders of Class A Shares tender Class A Shares through such nominees and not directly to the Depositary. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer and related materials to the beneficial owners of Class A Shares held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of the Information Agent or the Depositary for purposes of the Offer.

14. ADDITIONAL INFORMATION; MISCELLANEOUS

The Offerors have filed with the SEC a Tender Offer Statement on Schedule TO, of which this Offer to Purchase is a part. This Offer to Purchase does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. The Offerors recommend that holders review the Schedule TO, including the exhibits and the information incorporated by reference in the Schedule TO, and other materials that have been filed by the Company with the SEC before making a decision on whether to accept the Offer.

You can obtain any of the documents incorporated by reference in this Offer to Purchase from the SEC's website at the address described above. You may also request a copy of these filings, at no cost, by writing or telephoning the Information Agent for the Offer at the telephone numbers and address set forth on the back cover page of this Offer to Purchase.

Each person to whom a copy of this Offer to Purchase is delivered may obtain a copy of any or all of the referenced documents, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into such documents, at no cost. Requests should be directed to the Company's Chief Financial Officer at:

Pathfinder Acquisition Corporation
1950 University Avenue, Suite 350
Palo Alto, CA 94303

Sincerely,

FP Credit Partners II, L.P.
FP Credit Partners Phoenix II, L.P.
1114 Avenue of the Americas, 15th Floor
New York, NY 10036

The Depositary is American Stock Transfer & Trust Company, LLC. The Letter of Transmittal and certificates representing Class A Shares, and any other required documents should be sent or delivered by each holder of Class A Shares or such holder's broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below.

THE DEPOSITARY FOR THE OFFER IS:

American Stock Transfer & Trust Company, LLC

IF DELIVERING BY MAIL, HAND OR COURIER:

6201 15th Avenue

Brooklyn, New York 11219

Attention: Corporate Actions

CONFIRM BY TELEPHONE:

Telephone: (718) 921.8200

THE INFORMATION AGENT FOR THE OFFER IS:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, NY 10005

Attention: Michael Horthman

Toll Free: (866) 207-3626

Banks and Brokers Call: (212) 269-5550

Email: pfdr@dfking.com

Any question or request for assistance may be directed to the Information Agent at the address, phone number or email address listed above.

Requests for additional copies of the Offer to Purchase, the Letter of Transmittal or other documents related to the offer may also be directed to the Information Agent.

Letter of Transmittal to Tender Class A Ordinary Shares
of
PATHFINDER ACQUISITION CORPORATION
at a Purchase Price of $10.00 in Cash Per Class A Ordinary Share Pursuant to the Offer to Purchase dated by
FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P.

The undersigned represents that I (we) have full authority to tender without restriction the certificate(s) listed below. You are hereby authorized and instructed to deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a check representing a cash payment for Class A ordinary shares, par value $0.0001 per share, of Pathfinder Acquisition Corporation ("PFDR") (collectively, the "Shares") tendered pursuant to this Letter of Transmittal, at a price of $10.00 in cash per Share, without interest on the purchase price and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., EASTERN TIME, ON , , UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE") OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:

AST

If delivering by hand, express mail, courier, or other expedited service:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By mail:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

Pursuant to the offer of FP Credit Partners II, L.P. (“FPCP”) and FP Credit Partners Phoenix II, L.P. (“FPCPP” and, together with FPCP, “Purchaser”) to purchase up to $75 million outstanding Shares of PFDR, the undersigned encloses herewith and tenders the following certificate(s) representing Shares of PFDR:

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	Shares TENDERED (attached additional list if necessary)			
	Certificated Shares**			
	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**	Book Entry Shares Tendered
	Total Shares			

* Need not be completed by book-entry shareholders.
** Unless otherwise indicated, it will be assumed that all Class A ordinary shares represented by certificates described above are being tendered hereby.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, D.F. KING AT (866) 207-3626 and pfdr@dfking.com.

You have received this Letter of Transmittal in connection with the offer of FP Credit Partners, II L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, "Purchaser"), to purchase up to $75 million outstanding Class A ordinary shares, par value $0.0001 per share (the "Shares"), of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability ("PFDR"), at a price of $10.00 in cash per Share, without interest on the purchase price and less any applicable withholding taxes, as described in the Offer to Purchase, dated (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

You should use this Letter of Transmittal to deliver to American Stock Transfer & Trust Company (the "Depositary") Shares represented by share certificates, or held in book-entry form on the books of PFDR, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you must use an Agent's Message (as defined in Instruction 2 below). In this Letter of Transmittal, shareholders who deliver certificates representing their Shares are referred to as "Certificate Shareholders," and shareholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Shareholders."

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depositary prior to the Expiration Date or you cannot complete the book-entry transfer procedures prior to the Expiration Date, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 2 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name(s) of Registered Owner(s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to FP Credit Partners II, L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, "Purchaser"), the above-described Class A ordinary shares, par value $0.0001 per share (the "Shares"), of Pathfinder Acquisition Corporation, a Cayman Islands Exempted company incorporated with limited liability ("PFDR"), at a price of $10.00 in cash per Share, without interest on the purchase price and less any applicable withholding taxes, on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal (as it may be amended or supplemented from time to time, this "Letter of Transmittal" and, together with the Offer to Purchase, as it may be amended or supplemented from time to time, the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Date in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints American Stock Transfer & Trust Company, LLC (the "Depositary") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the full extent of such shareholder's rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of PFDR, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such shareholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of PFDR's shareholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of shareholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC

whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. DELIVERY WILL BE DEEMED EFFECTIVE AND RISK OF LOSS AND TITLE WILL PASS FROM THE OWNER ONLY WHEN RECEIVED BY THE DEPOSITARY. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in Section 2 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under “Special Payment Instructions,” please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under “Description of Shares Tendered.” In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled “Special Payment Instructions,” please credit any Shares tendered hereby or by an Agent’s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue: ☐ Check and/or ☐ Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

_____

(Tax Identification or Social Security Number)

☐ **Credit Shares tendered by book-entry transfer that are not accepted for payment to the DTC account set forth below.**

_____

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver: ☐ Check(s) and/or ☐ Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

IMPORTANT—SIGN HERE
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN or Other Applicable IRS Form W-8)

_____

(Signature(s) of Shareholder(s))

Dated: _____, 2022

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Email Address: _____

Tax Identification or
Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____

(Include Zip Code)

Authorized Signature: _____

Name: _____

_____

(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 20__

_____

Place medallion guarantee in space below:

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations.** This Letter of Transmittal is to be completed by shareholders if Share Certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 2 of the Offer to Purchase, an Agent's Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book-Entry Confirmation"), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent's Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at its address set forth herein prior to the Expiration Date. Please do not send your Share Certificates directly to Purchaser or PFDR.

Shareholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depositary prior to the Expiration Date or who cannot complete the procedures for book-entry transfer prior to the Expiration Date may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 2 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Date, and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depositary within two NASDAQ Global Select Market trading days after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depositary.

The term "Agent's Message" means a message, transmitted through electronic means by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION

AND RISK OF THE TENDERING SHAREHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering shareholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility (including time of receipt) of the tender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares or Share Certificate(s) whether or not similar defects or irregularities are waived in the case of any other shareholder. A tender will not be deemed to have been validly made until all defects and irregularities have been cured or waived. Purchaser and the Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Partial Tenders** (**Applicable to Certificate Shareholders Only**)**.** If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. **Signatures on Letter of Transmittal; Share Powers and Endorsements.** If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or share powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate share powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate share powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or share powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate share powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or share powers must be guaranteed by an Eligible Institution.

6. **Transfer Taxes.** Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. **Special Payment and Delivery Instructions.** If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Shareholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such shareholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. **Requests for Assistance or Additional Copies.** Questions or requests for assistance may be directed to the Information Agent at the email address or telephone numbers set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished at Purchaser's expense.

9. **Backup Withholding.** Under U.S. federal income tax laws, the Depositary will be required to withhold a portion of the amount of any payments made to certain shareholders pursuant to the Offer. In order to avoid such backup withholding, each tendering shareholder that is a United States person (for U.S. federal income tax purposes), must provide the Depositary with such shareholder's correct taxpayer identification number ("TIN") and certify that such shareholder is not subject to such backup withholding by completing the attached Form W-9. Certain shareholders (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements. A tendering shareholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depositary the appropriate Form W-8. A Form W-8BEN may be obtained from the Depositary or downloaded from the Internal Revenue Service's website at the following address: *http://www.irs.gov.* Failure to complete the Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made of the purchase price pursuant to the Offer.

NOTE: FAILURE TO COMPLETE AND RETURN THE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. **Waiver of Conditions.** Subject to the terms and conditions of the Business Combination Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under United States federal income tax law, a shareholder that is a non-exempt United States person (for U.S. federal income tax purposes) whose tendered Shares are accepted for payment, is required by law to provide the Depositary (as payer) with such shareholder's correct TIN on Form W-9 below. If such shareholder is an individual, the TIN is such shareholder's social security number. If the Depositary is not provided with the correct TIN, the shareholder may be subject to penalties imposed by the Internal Revenue Service ("IRS") and payments that are made to such shareholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

If backup withholding applies, backup withholding at the applicable rate (currently at a rate of 24%) will apply on any payments of the purchase price made to the shareholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS provided that the required information is furnished to the IRS.

Form W-9

To prevent backup withholding on payments that are made to a United States shareholder with respect to Shares purchased pursuant to the Offer or converted in the Merger (as defined in the Offer to Purchase), as applicable, the shareholder is required to notify the Depositary of such shareholder's correct TIN by completing Form W-9 certifying, under penalties of perjury, (i) that the TIN provided on Form W-9 is correct (or that such shareholder is awaiting a TIN), (ii) that such shareholder is not subject to backup withholding because (a) such shareholder has not been notified by the IRS that such shareholder is subject to backup withholding as a result of a failure to report all interest or dividends, (b) the IRS has notified such shareholder that such shareholder is no longer subject to backup withholding or (c) such shareholder is exempt from backup withholding, and (iii) that such shareholder is a U.S. person.

What Number to Give the Depositary

Each United States shareholder is generally required to give the Depositary its social security number or employer identification number. If the tendering shareholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the shareholder should write "Applied For" in Part I, sign and date the Form W-9. Notwithstanding that "Applied For" is written in Part I, the Depositary apply backup withholding on all payments of the purchase price to such shareholder until a TIN is provided to the

Depositary. Such amounts will be refunded to such tendering shareholder if a TIN is provided to the Depositary within 60 days. We note that your Form W-9, including your TIN, may be transferred from the Depositary to the Paying Agent, in certain circumstances.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, or another version of IRS Form W-8 to claim exemption from backup withholding, or contact the Depositary.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC it the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–			

or

Employer identification number

			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding. *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040 EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

● Generally, individuals (including sole proprietors) are not exempt from backup withholding.

● Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

● Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

● Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 52
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)()

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive

during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor [2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor *
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity [4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IMPORTANT TAX INFORMATION

Under current U.S. federal income tax law, a Shareholder who tenders PFDR share certificates that are accepted for exchange may be subject to backup withholding. In order to avoid such backup withholding, the Shareholder must provide the Depositary with such Shareholder's correct taxpayer identification number and certify that such shareholder is not subject to such backup withholding by completing the attached Form W-9 or appropriate Form W-8. In general, if a shareholder is an individual, the taxpayer identification number is the Social Security number of such individual. If the Depositary is not provided with the correct taxpayer identification number, the Shareholder may be subject to penalties imposed by the Internal Revenue Service.

Certain shareholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Depositary that a non-U.S. person qualifies as an exempt recipient, such Shareholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status, on the appropriate Form W-8, or successor form. Such statements can be obtained at www.irs.gov.

Failure to provide a Form W-9 or appropriate Form W-8 will not, by itself, cause the PFDR share certificates to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the Internal Revenue Service.

NOTE: FAILURE TO COMPLETE AND RETURN THE FORM W-9 OR APPROPRIATE FORM W-8 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE MERGER.

The Depositary for the Offer to Purchase is:

If delivering by hand, express mail, courier, or other expedited service:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By mail:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at the address, telephone numbers or email address listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

D.F. KING & CO., INC.

48 WALL STREET, 22ND FLOOR
NEW YORK, NY 10005
ATTENTION: MICHAEL HORTHMAN

SHAREHOLDERS CALL (TOLL-FREE): (866) 207-3626

BANKS AND BROKERS CALL: (212) 269-5550

BY EMAIL: PFDR@DFKING.COM

Notice of Guaranteed Delivery
For Tender of Class A Ordinary Shares of

Pathfinder Acquisition Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M. EASTERN TIME, ON , UNLESS THE OFFER PERIOD IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE," AND 11:59 P.M. ON THE EXPIRATION DATE, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Offer (as defined below) if you want to tender your Shares (as defined below) but:

- certificates for your Shares are not immediately available or cannot be delivered to American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the "Depositary") by the Expiration Time;
- you cannot comply with the procedures for book-entry transfer by the Expiration Time (set forth in Section 2 of the Offer to Purchase); or
- your other required documents cannot be delivered to the Depositary by the Expiration Time,

in which case, you can still tender your Shares if you comply with the guaranteed delivery procedures described in Section 2 of the Offer to Purchase, dated (together with any amendments or supplements thereto, the "**Offer to Purchase**").

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered to the Depositary by hand, mail, overnight courier or fax in accordance with the procedures set forth in the Offer to Purchase prior to the Expiration Timed. See Section 2 of the Offer to Purchase.

Deliver to:

the Depositary for the Offer

If delivering by hand, express mail, courier, or other expedited service:
American Stock Transfer & Trust Company, LLC Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Mail:
American Stock Transfer & Trust Company, LLC Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

For this Notice of Guaranteed Delivery to be validly delivered, it must be received by the Depositary at one of the above addresses, or by facsimile at (718) 765-8758, prior to the Expiration Time. Delivery of this instrument to an address other than as set forth above will not constitute a valid delivery. Deliveries to the Purchaser or the Company (as defined below), or D.F. King & Co., Inc., the information agent for the Offer, will not be forwarded to the Depositary and therefore will not constitute valid delivery. Deliveries to The Depository Trust Company ("DTC") will not constitute valid delivery to the Depositary.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined below) under the instructions to the Letter of Transmittal, the signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to FP Credit Partners II, L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, "Purchaser"), upon the terms and subject to the conditions set forth in its Offer to Purchase (as defined above), the related letter of transmittal (together with any amendments or supplements thereto, the "**Letter of Transmittal**") and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter of Transmittal, the "**Offer**"), receipt of which is hereby acknowledged by the undersigned, the number of Class A ordinary shares of Pathfinder Acquisition Corporation, a Cayman Islands Exempted company incorporated with limited liability ("PFDR"), par value $0.0001 per share (each, a "**Share**," and collectively, "**Shares**"), listed below pursuant to the guaranteed delivery procedures set forth in Section 2 of the Offer to Purchase. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. Participants should notify the Depositary (as defined above) prior to covering through the submission of a physical security directly to the Depositary based on a guaranteed delivery that was submitted via The Depository Trust Company's PTOP platform.

Number of Shares to be tendered: _____

***NOTE*: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW**

PLEASE SIGN ON THIS PAGE

Name(s) of Record Holder(s): _____

(Please Print)

Signature(s):

Address(es): _____

_____

(Include Zip Code)

Area code and telephone number: _____

☐ If delivery will be by book-entry transfer, check this box.

Name of tendering institution: _____

Account number: _____

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "**Eligible Institution**"), hereby guarantees: (i) that the above- named person(s) "own(s)" the Shares being tendered within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act, of 1934, as amended (the "**Exchange Act**"), (ii) that such tender of Shares complies with Rule 14e-4 under the Exchange Act and(iii) it will deliver to the Depositary (at one of its addresses set forth above) either certificate(s) for the Shares tendered hereby, in proper form for transfer, or a confirmation of the book-entry transfer of the Shares into the Depositary's account at The Depository Trust Company together with a properly completed and duly executed Letter of Transmittal (or a manually signed email thereof) or an Agent's Message (as defined in the Offer to Purchase) and any other required documents, within two (2) NASDAQ Global Select Market trading days after the date of receipt by the Depositary of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in financial loss to such Eligible Institution. Participants should notify the Depositary prior to covering through the submission of a physical security directly to the Depositary based on a guaranteed delivery that was submitted via The Depository Trust Company's PTOP platform.

Name of Eligible Institution Guaranteeing Delivery	**Authorized Signature**
Address	**Name (Print Name)**
Zip Code	**Title**
(Area Code) Telephone No.	**Dated:_____ ,**

This form is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

***NOTE*: DO NOT SEND SHARE CERTIFICATES WITH THIS FORM. YOUR SHARE CERTIFICATES MUST BE SENT WITH THE LETTER OF TRANSMITTAL.**

LETTER TO BROKERS, DEALERS,
COMMERCIAL BANKS, TRUST COMPANIES AND OTHER NOMINEES
of
PATHFINDER ACQUISITION CORPORATION
at a Purchase Price of $10.00 in Cash Per Class A Ordinary Share Pursuant to the Offer to Purchase dated by
FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P.

THE OFFER (AS DEFINED BELOW) AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., EASTERN TIME, ON , UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE," AND 11:59 P.M. ON SUCH EXPIRATION DATE, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

Dated:

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed are the Offer to Purchase dated (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), which together set forth the offer of FP Credit Partners II, L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, the "Offeror"), , to purchase up to $75 million of outstanding Class A ordinary shares, par value $0.0001 per share (the "Class A Shares") of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability (the "Company" or "Pathfinder"), at a price of $10.00 in cash per Class A Share (the "Purchase Price"), without interest on the purchase price and less any applicable withholding taxes, as described in the Offer to Purchase. The Offer is made solely upon the terms and conditions in the Offer to Purchase and in the Letter of Transmittal. The Offer will be open until 11:59 p.m., Eastern Time, on , or such later time and date to which the Offeror may extend. The period during which the Offer is open, giving effect to any withdrawal or extension, is referred to as the "Offer Period." The date and time at which the Offer Period ends is referred to as the "Expiration Time."

This Offer is being made to all holders of Class A Shares. As of , there were Class A Shares outstanding. Pursuant to the Offer, the Offeror is offering to purchase up to an aggregate of $75 million of Class A Shares at a purchase price of $10.00 in cash per Class A Share tendered for purchase.

The Class A Shares are listed on the Nasdaq Capital Market (the "Nasdaq") under the symbol "PFDR."

Each holder of Class A Shares whose Class A Shares are purchased pursuant to the Offer will receive $10.00 in cash, without interest on the purchase price and less any applicable withholding taxes, for each Class A Share tendered by such holder and purchased. Any holder of Class A Shares that participates in the Offer may tender some or all of its Class A Shares for purchase.

The Offeror reserves the right to redeem any of the Class A Shares, as applicable, pursuant to their current terms at any time, including prior to the completion of the Offer.

THE OFFER IS NOT MADE TO THOSE HOLDERS OF CLASS A SHARES WHO RESIDE IN STATES OR OTHER JURISDICTIONS WHERE AN OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

Enclosed with this letter are copies of the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal, for your use in accepting the Offer, tendering Class A Shares for purchase and for the information of your clients for whose accounts you hold Class A Shares registered in your name or in the name of your nominee. Manually signed copies of the Letter of Transmittal may be used to tender Class A Shares;

3. The Notice of Guaranteed Delivery to be used to accept the Offer in the event (i) the procedure for book-entry transfer cannot be completed on a timely basis or (ii) time will not permit all required documents to reach American Stock Transfer & Trust Company, LLC (the "Depositary") prior to the Expiration Time;

4. A form of letter which may be sent by you to your clients for whose accounts you hold Class A Shares registered in your name or in the name of your nominee, including an Instructions Form provided for obtaining each such client's instructions with regard to the Offer; and

5. A return envelope addressed to the Depositary.

The Offer is not conditioned on a minimum number of Class A Shares being tendered. Certain conditions to the Offer are described in the section of the Offer to Purchase entitled "*The Offer, Section 9. Conditions; Termination; Waivers; Extensions; Amendments*."

We urge you to contact your clients promptly. Please note that the Offer and withdrawal rights will expire at 11:59 p.m., Eastern Time, on , unless the offer is extended or earlier terminated.

The Offeror will not pay any fees or commissions to any broker, dealer or other person (other than the Depositary, the information agent, dealer manager and certain other persons, as described in the section of the Offer to Purchase entitled "*The Offer, Section 13. Fees and Expenses*") for soliciting tenders of Class A Shares pursuant to the Offer. However, the Offeror will, on request, reimburse you for customary clerical and mailing expenses incurred by you in forwarding copies of the enclosed materials to your clients for whose accounts you hold Class A Shares.

Any questions you have regarding the Offer should be directed to, and additional copies of the enclosed materials may be obtained from, the information agent in the Offer:

The Information Agent for the Offer is:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, NY 10005

Attention: Michael Horthman

Toll Free: (866) 207-3626

Banks and Brokers Call: (212) 269-5550

Email: pfdr@dfking.com

Very truly yours,

FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P.

Nothing contained in this letter or in the enclosed documents shall constitute you or any other person the agent of the Offeror, the Depositary, the dealer manager, the information agent or any affiliate of any of them, or authorize you or any other person to give any information or use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

**LETTER TO CLIENTS OF BROKERS, DEALERS,
COMMERCIAL BANKS, TRUST COMPANIES AND OTHER NOMINEES**

**Offer to Purchase
at a Purchase Price of $10.00 in Cash Per Class A Ordinary Share
of
PATHFINDER ACQUISITION CORPORATION
Pursuant to the Offer to Purchase dated by
FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P.**

THE OFFER (AS DEFINED BELOW) AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., EASTERN TIME, ON , UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE," AND 11:59 P.M. ON SUCH EXPIRATION DATE, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

Dated:

To Our Clients:

Enclosed for your consideration are the Offer to Purchase dated (the "Offer to Purchase), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), which together set forth the offer of FP Credit Partners II, L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, the "Offeror"), to purchase up to $75 million of outstanding Class A ordinary shares, par value $0.0001 per share (the "Class A Shares") of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability (the "Company" or "Pathfinder"), at a price of $10.00 in cash per Class A Share (the "Purchase Price"), without interest on the purchase price and less any applicable withholding taxes, as described in the Offer to Purchase. The Offer is made solely upon the terms and conditions in the Offer to Purchase and in the Letter of Transmittal. The Offer will be open until 11:59 p.m., Eastern Time, on , or such later time and date to which the Offeror may extend. The period during which the Offer is open, giving effect to any withdrawal or extension, is referred to as the "Offer Period." The date and time at which the Offer Period ends is referred to as the "Expiration Time."

This Offer is being made to all holders of Class A Shares. As of , there were Class A Shares outstanding. Pursuant to the Offer, the Offeror is offering to purchase up to an aggregate of $75 million of Class A Shares at a purchase price of $10.00 in cash per Class A Share tendered for purchase.

The Class A Shares are listed on the Nasdaq Capital Market (the "Nasdaq") under the symbol "PFDR."

Each holder of Class A Shares whose Class A Shares are purchased pursuant to the Offer will receive $10.00 in cash, without interest on the purchase price and less any applicable withholding taxes, for each Class A Share tendered by such holder and purchased. Any holder of Class A Shares that participates in the Offer may tender some or all of its Class A Shares for purchase.

The Offeror reserves the right to redeem any of the Class A Shares, as applicable, pursuant to their current terms at any time, including prior to the completion of the Offer.

THE OFFER IS NOT MADE TO THOSE HOLDERS OF CLASS A SHARES WHO RESIDE IN STATES OR OTHER JURISDICTIONS WHERE AN OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

Please follow the instructions in this document and the related documents, including the accompanying Letter of Transmittal, to cause your Class A Shares to be tendered for purchase pursuant to the Offer.

On the terms and subject to the conditions of the Offer, the Offeror will allow the purchase of all Class A Shares properly tendered before the Expiration Date and not properly withdrawn, at a purchase price of $10.00 in cash, without interest on the purchase price and less any applicable withholding taxes, for each Class A Share so tendered.

We or our nominees are the holder of record of Class A Shares held for your account. A tender of such Class A Shares can be made only by us as the holder of record and pursuant to your instructions.

We are sending you the Letter of Transmittal for your information only; you cannot use it to purchase and tender Class A Shares we hold for your account.

Please instruct us as to whether you wish us to tender for purchase any or all of the Class A Shares held by us for your account, on the terms and subject to the conditions of the Offer.

Please note the following:

1. Your Class A Shares may be purchased at the purchased rate of $10.00 in cash, without interest on the purchase price and less any applicable withholding taxes, for every one of your Class A Shares properly tendered for purchase.
2. The Offer is not conditioned on a minimum number of Class A Shares being tendered. The Offer is made solely upon the terms and conditions set forth in the Offer to Purchase and in the Letter of Transmittal. In particular, please see "*The Offer, Section 9. Conditions; Termination; Waivers; Extensions; Amendments*" in the Offer to Purchase.
3. The Offer and withdrawal rights will expire at 11:59 p.m., Eastern Time, on , unless the offer is extended or earlier terminated.

If you wish to have us tender any or all of your Class A Shares for purchase pursuant to the Offer, please so instruct us by completing, executing, detaching and returning to us the attached Instructions Form. If you authorize us to tender your Class A Shares, we will tender for purchase all of your Class A Shares unless you specify otherwise on the attached Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit a tender on your behalf before the Expiration Date. Please note that the Offer and withdrawal rights will expire at 11:59 p.m., Eastern Time, on , unless the offer is extended or earlier terminated.

Neither the board of directors of the Company, the Company nor any of its management, its board of directors, the dealer manager, the information agent, or the Depositary for the Offer is making any recommendation as to whether holders of Class A Shares should tender Class A Shares for purchase in the Offer. The Company has not authorized any person to make any recommendation. You should carefully evaluate all information in the Offer to Purchase and in the Letter of Transmittal, and should consult your own investment and tax advisors. You must decide whether to have your Class A Shares tendered and, if so, how many Class A Shares to have tendered. In doing so, you should read carefully the information in the Offer to Purchase and in the Letter of Transmittal.

Instructions Form
Offer To Purchase Up to $75 Million Class A Ordinary Shares
Par Value $0.0001 Per Share
Of
PATHFINDER ACQUISITION CORPORATION
At A Purchase Price Of $10.00 In Cash Per Class A Ordinary Share

The undersigned acknowledges receipt of your letter and the enclosed Offer to Purchase dated (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), which together set forth the offer of FP Credit Partners II, L.P. ("FPCP") and FP Credit Partners Phoenix II, L.P. ("FPCPP" and, together with FPCP, the the "Offeror"), to purchase up to $75 million outstanding Class A ordinary shares, par value $0.0001 per share ("Class A Shares") of Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability (the "Company" or "Pathfinder"), at a price of $10.00 in cash per Class A Share (the "Purchase Price"), without interest on the purchase price and less any applicable withholding taxes, as described in the Offer to Purchase.

The undersigned hereby instructs you to tender for purchase the number of Class A Shares indicated below or, if no number is indicated, all Class A Shares you hold for the account of the undersigned, on the terms and subject to the conditions set forth in the Offer to Purchase and in the Letter of Transmittal.

By participating in the Offer, the undersigned acknowledges that: (i) the Offer is made solely only upon the terms and conditions in the Offer to Purchase and in the Letter of Transmittal; (ii) the Offer will be open until 11:59 p.m., Eastern Time, on , unless the offer is extended or earlier terminated (the period during which the Offer is open, giving effect to any withdrawal or extension, is referred to as the "Offer Period"); (iii) the Offer is established voluntarily by the Offeror, it is discretionary in nature, and it may be extended, modified, suspended or terminated by the Offeror as provided in the Offer to Purchase; (iv) the undersigned is voluntarily participating in the Offer and is aware of the conditions of the Offer; (v) the future value of Class A Shares is unknown and cannot be predicted with certainty; (vi) the undersigned has received and read the Offer to Purchase and the Letter of Transmittal; and (vii) regardless of any action that the Offeror takes with respect to any or all income/capital gains tax, social security or insurance, transfer tax or other tax-related items ("Tax Items") related to the Offer and the disposition of Class A Shares, the undersigned acknowledges that the ultimate liability for all Tax Items is and remains the responsibility solely of the undersigned. In that regard, the undersigned authorizes the Offeror to withhold all applicable Tax Items legally payable by the undersigned.

Number of Class A Shares to be tendered by you for the account of the undersigned:

*** Unless otherwise indicated it will be assumed that all Class A Shares held by us for your account are to be tendered.**

Signature(s): _____

Name(s): _____
(Please Print)

Taxpayer Identification Number: _____

Address(es): _____

_____
(Including Zip Code)

Area Code/Phone Number: _____

Date: _____

Francisco Partners
1114 Avenue of the Americas, 15th Floor
New York, NY 10036

CONFIDENTIAL

October 3, 2022

Movella Inc.
2570 North First Street, Suite 300
San Jose, CA 95131
Attention: Steve Smith, Chief Financial Officer

Commitment Letter

Ladies and Gentlemen:

You ("***you***" or the "***Company***") have advised FP Credit Partners, L.P., on behalf of certain of its managed funds, affiliates, financing parties or investment vehicles (collectively, "***FPCP***", the "***Commitment Parties***", "***we***" or "***us***"), that you intend to enter into that certain Business Combination Agreement, dated as of October 3, 2022 (the "***BCA***"), with Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability ("***PFDR***") and Motion Merger Sub, Inc., a Delaware corporation and direct, wholly-owned subsidiary of PFDR ("***Merger Sub***"), pursuant to which, among other things, Merger Sub will merge with and into the Company, with the Company being the surviving entity, and the parties thereto shall consummate the other Transactions (as defined in the BCA) (the "***Public Merger***", and the date and time of consummation of the Public Merger, the "***Public Merger Date***").

You have requested FPCP to provide a senior secured notes facility in an aggregate principal amount of $75,000,000, consisting of (a) a senior secured note in the aggregate principal amount of $25,000,000 (subject to prepayment on the Public Merger Date as set forth in Exhibit A hereto) (the "***Pre-Close Facility***"), the proceeds of which will be used by the Company (i) for working capital, to refinance existing debt and other general corporate purposes and (ii) to pay transaction costs, fees and expenses in connection with the Total Facility (as defined below) and (b) a $75,000,000 venture-linked secured note, which will be deemed advanced to and drawn by the Company on, and subject to the occurrence of, the Public Merger Date (the "***VLN Facility***" and, together with the Pre-Close Facility, the "***Total Facility***", and the Total Facility, collectively with the Public Merger, the Tender Offer (as defined below), and the Private Placement (as defined below), the "***Transactions***"). Capitalized terms used but not defined herein have the respective meanings assigned to them in the Summary of Terms and Conditions attached hereto as Exhibit A, Exhibit B and Exhibit C (collectively, the "***Term Sheets***", together with this letter agreement, the "***Commitment Letter***") and capitalized terms used but not defined in the Term Sheets have the respective meanings assigned to them herein.

1. Commitments.

In connection with the Transactions, (a) FPCP (in such capacity, the "***Initial Pre-Close Holder***") hereby commits to purchase 100.0% of the aggregate principal amount of the Pre-Close Facility, (b) FPCP (in such capacity, the "***Initial VLN Holder***"; the Initial Pre-Close Holder together with the Initial VLN Holder, the "***Initial Holders***"; the banks, financial institutions or other institutional lenders and investors becoming parties to the definitive documentation for the Total Facility (the "***Facilities Documentation***"), together with the Initial Holders, the "***Holders***") hereby commits to provide 100.0% of the aggregate principal amount of the Total Facility, (c) FPCP commits to launch the Tender Offer, and (d) in the event of a Shortfall (as defined in Exhibit A), FPCP commits to purchase the Private Placement Shares (as defined below), in each case of the foregoing clauses (a) through (d), upon the respective terms and conditions expressly set forth in this Commitment Letter and the Fee Letter.

2. Titles and Roles.

It is agreed that FPCP (in such capacity, the "***Lead Arranger***") will act as the sole lead arranger and bookrunner in respect of the Total Facility and that FPCP shall appear on all marketing and other materials in connection with the Transactions and will have the rights and responsibilities customarily associated with such name placement. It is further agreed that a third party agent to be appointed by FPCP, subject to your consent (which consent shall not be unreasonably withheld, delayed or conditioned) will act as administrative agent and collateral agent in respect of the Total Facility (in such capacities, the "***Administrative Agent***"). You agree that no other arrangers, bookrunners, managers, agents or co-agents will be appointed and no Holder will receive compensation with respect to any of the Total Facility outside the terms contained herein unless you and we so agree. For the avoidance of doubt, your obligations under this paragraph shall automatically terminate upon the date on which this Commitment Letter terminates pursuant to the penultimate paragraph of Section 10.

3. Information.

You hereby represent and warrant (and prior to the Public Merger Date, to your knowledge with respect to PFDR and its subsidiaries) that, (a) all written information concerning PFDR and its subsidiaries, the Company and its subsidiaries and the businesses of the foregoing (other than the projections of and other forward-looking information with respect to the foregoing entities (the "***Projections***"), estimates, forecasts and budgets and other forward-looking information and information of a general economic or industry nature) that has been or will be made available by you (or on your behalf at your request) to any Commitment Party in connection with the Transactions (the "***Information***"), when furnished and taken as a whole, does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, in each case, after giving effect to all supplements and updates thereto from time to time, and (b) the Projections will be prepared in good faith based upon assumptions believed by you to be reasonable at the time of delivery thereof; it being understood by us that such Projections (i) are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular projections will be realized, that actual results may differ and that such differences may be material and (ii) are not a guarantee of performance. If at any time prior to Public Merger Date, the Company becomes aware that any of the representations and warranties in the preceding sentence are incorrect in any material respect, the Company agrees to supplement the Information and the Projections from time to time until the Public Merger Date, such that the representations and warranties in the preceding sentence remain true (after giving effect to any such supplement) in all material respects.

4. Conditions.

The Initial Pre-Close Holders' commitments hereunder to fund the Pre-Close Facility on the NPA Execution Date (as defined below) and the deemed funding of the VLN Facility on the Public Merger Date, respectively, are subject, in the case of the Pre-Close Facility, only to the conditions expressly set forth in Exhibit A under the heading "Conditions Precedent to the NPA Execution Date" and, in the case of the VLN Facility, only to the conditions expressly set forth in Exhibit A under the heading "Conditions Precedent to the VLN Facility", and, upon the satisfaction (or waiver by the applicable Initial Holders) of such conditions, the funding of the Pre-Close Notes on the NPA Execution Date and the deemed funding of the VLN Notes on the Public Merger Date, as applicable, under the VLN Facility shall occur (it being agreed and understood that, upon the deemed funding of the VLN Notes on the Public Merger Date, the Pre-Close Notes shall be prepaid in full as set forth in Exhibit A, and the VLN Notes shall be treated as a single, fungible tranche of indebtedness for all purposes under the VLN Facility). As used in this Commitment Letter, "***NPA Execution Date***" shall mean the date of effectiveness of, and initial funding under, the Pre-Close Facility.

FPCP's commitments hereunder to launch the Tender Offer are subject only to the conditions expressly set forth in Exhibit B under the heading "Conditions Precedent". In the event of a Shortfall, FPCP's commitments hereunder to purchase the Private Placement Shares are subject only to the conditions expressly set forth in Exhibit C under the heading "Conditions Precedent".

5. Fees.

As consideration for the Initial Holders' having funded the Pre-Close Facility on the NPA Execution Date and the deemed funding of the VLN Facility on the Public Merger Date, you agree to pay (or to cause to be paid) the fees set forth in Exhibit A and the fee letter dated the date hereof by and among the Commitment Parties and you (the "***Fee Letter***") on the terms and subject to the conditions set forth therein.

6. Indemnity; Costs and Expenses, Limitation of Liability, Settlement.

(a) Indemnity

You and, prior to the Public Merger Date, PFDR each agree to indemnify and hold harmless each Commitment Party, its affiliates and their respective officers, directors, employees, members, partners, agents, advisors, other representatives and controlling persons involved in the Transactions (each, a "***Related Party***" and collectively the "***Indemnified Persons***" and each individually an "***Indemnified Person***"), from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter or the Transactions, or any claim, litigation, investigation or proceeding related to the foregoing (any of the foregoing, a "***Proceeding***"), regardless of whether any such Indemnified Person is a party thereto or whether a Proceeding is brought by a third party or by you or any of your affiliates, and to reimburse each such Indemnified Person within 30 days after receipt of a written request (together with reasonably detailed backup documentation supporting such reimbursement request) for the reasonable and documented out-of-pocket fees and expenses of one primary counsel for all Indemnified Persons (taken as a whole) (and, solely in the case of an actual or perceived conflict of interest, one additional counsel as necessary to the Indemnified Persons affected by such conflict taken as a whole) and to the extent reasonably necessary, one local counsel for all Indemnified Persons (taken as a whole) in each relevant material jurisdiction (and, solely in the case of an actual or perceived conflict of interest, one additional counsel in each such jurisdiction as necessary to the Indemnified Persons affected by such conflict taken as a whole), and other reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing (in each case, excluding allocated costs of in-house counsel); provided that, the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent (i) they resulted from (A) the willful misconduct, bad faith or gross negligence of such Indemnified Person or their respective Related Parties (as defined below) (as determined in a final non-appealable judgment in a court of competent jurisdiction), (B) any material breach of the obligations of such Indemnified Person or any of their Related Parties under this Commitment Letter or the Fee Letter (as determined in a final non-appealable judgment in a court of competent jurisdiction) or (C) any dispute or Proceeding among Indemnified Persons (or their Related Parties) that does not involve an act or omission by you or any of your subsidiaries (other than any claims against the Administrative Agent or a Lead Arranger in their respective capacity as such but subject to clauses (i)(A) and (B) above) or (ii) they have resulted from any agreement governing any settlement referred to below by such Indemnified Person that is effected without your prior written consent (which consent shall not be unreasonably withheld or delayed); and provided further that, to the extent any otherwise indemnifiable claim by an Indemnified Person arises in connection with a Proceeding relating to the Tender Offer (as defined in Exhibit A), the Company's and PFDR's indemnification obligations hereunder shall be limited solely to Proceedings related to material inaccuracies or omissions concerning information supplied by, and that is concerning, the Company, PFDR and their respective businesses, to the extent such information is either included in the S-4 filed by PFDR in connection with the Public Merger, or is provided to us by the Company or PFDR for purposes of inclusion of offering materials used in the Tender Offer.

In case any Proceeding is instituted involving any Indemnified Person for which indemnification is to be sought hereunder by such Indemnified Person, then such Indemnified Person will promptly notify you of the commencement of such Proceeding; provided, however, that the

failure to so notify you will not relieve you from any liability that you may have to such Indemnified Person pursuant to this Section 6. Notwithstanding the above, following such notification, you may elect in writing to assume the defense of such Proceeding, and, upon such election, you will not be liable for any legal costs subsequently incurred by such Indemnified Person (other than reasonable costs of investigation and providing evidence) in connection therewith, unless (i) you have failed to provide counsel reasonably satisfactory to such Indemnified Person in a timely manner, (ii) counsel provided by you reasonably determines that its representation of such Indemnified Person would present it with a conflict of interest, or (iii) such Indemnified Person reasonably determines that there are conflicts of interest between you and such Indemnified Person, including situations in which there may be legal defenses available to it which are different from or in addition to those available to you. In connection with any one Proceeding, you will not be responsible for the fees and expenses of more than one law firm for all Indemnified Persons plus additional conflicts and local counsel to the extent provided herein.

Reference is made to the final prospectus of PFDR, filed with the SEC (File No. 333-252498) on February 16, 2021 (the "***Prospectus***"). FPCP acknowledges and agrees and understands that PFDR has established a trust account (the "***Trust Account***") containing the proceeds of its initial public offering and from certain private placements occurring simultaneously with such initial public offering (including interest accrued from time to time thereon) for the benefit of the public shareholders of PFDR's Class A Shares (the "***Pathfinder Shareholders***"), and PFDR may disburse monies from the Trust Account only in the express circumstances described in the Prospectus. For and in consideration of PFDR entering into this Commitment Letter, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FPCP hereby agrees that, notwithstanding the foregoing or anything to the contrary in this Agreement, FPCP does not now nor shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Commitment Letter or any proposed or actual business relationship between PFDR, on the one hand, and FPCP, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "***Trust Account Released Claims***"). FPCP hereby irrevocably waives any Trust Account Released Claims that it may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, or contracts with PFDR and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of any agreement with PFDR or its affiliates).

(b) Fees, Costs and Expenses

You hereby agree to reimburse the Commitment Parties on the terms set forth in the Term Sheets under the heading "Fees, Costs and Expenses" and the Fee Letter.

(c) Limitation of Liability

Notwithstanding any other provision of this Commitment Letter or the Fee Letter, you agree that (i) in no event shall any Commitment Party, its affiliates and their respective officers, directors, employees, members, partners, agents, advisors, other representatives and controlling persons (each, and including, without limitation, the Commitment Parties, a "***CP-Related Person***") have any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through electronic, telecommunications or other information transmission systems, except to the extent such damages have resulted from the willful misconduct, bad faith or gross negligence of such CP-Related Person or any of its affiliates or Related Parties, as determined in a final, non-appealable judgment of a court of competent jurisdiction, and (ii) no party hereto nor any CP-Related Person shall have any Liabilities for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings) arising out of or in connection with this Commitment Letter or the Fee Letter (provided that this clause (ii) shall not limit your indemnity or reimbursement obligations to the extent set forth in this Section 6 in respect of any actual losses, claims,

damages, liabilities and expenses incurred or paid by an Indemnified Person to a third party unaffiliated with the Commitment Parties that are otherwise required to be indemnified in accordance with this Section 6). Each party agrees, to the extent permitted by applicable law, to not assert any claims against any other party hereto with respect to the foregoing matters set forth in this Section 6(c). As used herein, the term "***Liabilities***" shall mean any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

(d) Settlement

You shall not be liable for any settlement of any Proceedings (or any expenses related thereto) effected without your prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your prior written consent or if there is a final non-appealable judgment against an Indemnified Person in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses incurred or suffered by reason of such settlement or judgment in accordance with the second preceding paragraph. You shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless (a) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person.

7. Confidentiality.

You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other companies in respect of which you may have conflicting interests. None of the Commitment Parties or their respective affiliates will use information obtained from you or any of your affiliates by virtue of the transactions contemplated by this Commitment Letter or the Fee Letter in connection with the performance by them and their respective affiliates of services for other persons or entities, and none of the Commitment Parties or their respective affiliates will furnish any such information to such other persons or entities. You also acknowledge that none of the Commitment Parties or their respective affiliates has any obligation to use in connection with the transactions contemplated by this Commitment Letter or the Fee Letter, or to furnish to you or your respective subsidiaries, confidential information obtained by the Commitment Parties and their respective affiliates from other persons or entities. This Commitment Letter and the Fee Letter is not intended to create a fiduciary relationship among the parties hereto or thereto.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the debt or equity transactions contemplated by this Commitment Letter or the Fee Letter, irrespective of whether the Commitment Parties have advised or are advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Commitment Parties, (c) you are capable of and responsible for evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and the Fee Letter and (d) you have been advised that the Commitment Parties and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Commitment Parties and their respective affiliates have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship.

You further acknowledge that each of the Commitment Parties (or an affiliate thereof) may be a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each

such person may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you and other companies with which you may have commercial or other relationships. With respect to any securities and/or financial instruments so held by such person or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion in accordance with applicable law (to the extent not in derogation of the Commitment Parties' and/or their respective affiliates' obligations under any relevant transaction support or similar agreement entered into in connection with the Transactions). To the fullest extent permitted by law, you hereby waive and release any claims that you may have against each such Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with the Transactions, this Commitment Letter and the Fee Letter.

You agree that you will not disclose this Commitment Letter, the Fee Letter or the contents of the foregoing to any person without our prior written approval (which may include through electronic means) (not to be unreasonably withheld, conditioned, delayed or denied), except that you may disclose (a) this Commitment Letter, the Fee Letter and the contents hereof and thereof (i) to actual and potential investors (including, without limitation, PFDR and the sponsor of PFDR) and to your and such investors' respective officers, directors, agents, employees, affiliates, members, partners, stockholders, equityholders, controlling persons, agents, attorneys, accountants and advisors on a confidential basis and (ii) as required by applicable law, compulsory legal process, pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding or to the extent required by governmental and/or regulatory authorities (in which case you agree to use commercially reasonable efforts to inform us promptly thereof to the extent lawfully permitted to do so), (b) this Commitment Letter and the contents hereof to the extent customary or required in offering and proxy materials or in any public filing relating to the Public Merger or the Tender Offer (with customary redactions as shall be reasonably agreed to by FPCP); provided however, the aggregate cash fee amounts contained in the Term Sheets shall only be so disclosed pursuant to this clause (b) as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Public Merger unless required by applicable law, (c) this Commitment Letter, the Fee Letter and the contents hereof and thereof in connection with protecting or enforcing any right under this Commitment Letter or the Fee Letter or to defend any claim or exercise any remedies related to this Commitment Letter or the Fee Letter, (d) this Commitment Letter, the Fee Letter and the contents hereof to the extent it becomes publicly available other than as a result of a breach of this Commitment Letter or the Fee Letter by you or breach of another confidentiality obligation owed to a Commitment Party by you or your affiliates, and (e) on a confidential basis to persons performing customary accounting functions, including accounting for deferred financing costs; provided that, the foregoing restrictions shall cease to apply (other than in respect of the fees set forth in the Term Sheets or the Fee Letter) on the earlier of (i) two years after the date of this Commitment Letter and (ii) the date the Facilities Documentation shall have been executed and delivered by the parties thereto.

Each Commitment Party agrees to keep confidential, and not to publish, disclose or otherwise divulge, information with respect to the Transactions or obtained from or on behalf of you or your affiliates in the course of the transactions contemplated hereby, except that the Commitment Parties shall be permitted to disclose such confidential information (a) to their respective affiliates and to their and their affiliates' respective directors, officers, agents, employees, attorneys, accountants and advisors, in each case, involved in the Transactions on a "need to know" basis and who are made aware of and agree to comply with the provisions of this paragraph, in each case on a confidential basis (with the Commitment Party responsible for such persons' compliance with this Section 7), (b) to potential or prospective Holders, participants or swap counterparties (in each case, other than a Disqualified Institution (as defined below)), in each case who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph); provided that the disclosure of any such information to any prospective Holder, participant or swap counterparty referred to above shall be made (x) subject to the acknowledgment and acceptance by such prospective Holder, participant or swap counterparty that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and

the Commitment Parties) and (y) in the case of any such disclosure to any person or other entity that is not an affiliate of FPCP, solely with your express prior written consent, (c) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case we agree to use commercially reasonable efforts to notify you promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (d) to the extent requested by any bank regulatory authority having jurisdiction over a Commitment Party (including in any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (e) to the extent such information: (i) becomes publicly available other than as a result of a breach of this Commitment Letter, the Fee Letter or other confidentiality or fiduciary obligation owed by such Commitment Party to you or your subsidiaries or (ii) becomes available to the Commitment Parties on a non-confidential basis from a source other than you that, to such Commitment Party's knowledge, is not in violation of any confidentiality or fiduciary obligation owed to you or your subsidiaries, (f) to the extent you shall have expressly consented in advance to such disclosure in writing (which may include through electronic means), (g) as is necessary in protecting and enforcing the Commitment Parties' rights with respect to this Commitment Letter, the Fee Letter or to defend any claim or exercise any remedies related to this Commitment Letter or the Fee Letter, (h) for purposes of establishing any defense available under securities laws, including, without limitation, establishing a "due diligence" defense or (i) to the extent independently developed by such Commitment Party without reliance on confidential information. The Commitment Parties' and their respective affiliates', if any, obligations under this paragraph shall terminate automatically to the extent superseded by the confidentiality provision in the Facilities Documentation upon the effectiveness thereof and, in any event, will terminate two years from the date hereof. Any Commitment Party may place customary advertisements in financial and other newspapers and periodicals, its customary marketing materials, or on a home page, website or similar place for dissemination of customary information on the internet, in each case, after the NPA Execution Date, in the form of a "tombstone" advertisement or otherwise describing the name of the Borrower and the amount, type and closing date of the Transactions, all at the expense of such Commitment Party.

8. Patriot Act.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***Patriot Act***")) and the requirements of 31 C.F.R. §1010.230 (the "***Beneficial Ownership Regulation***"), each of us and each of the Holders may be required to obtain, verify and record information that identifies the Company and each Guarantor, which information may include its name and address and other information that will allow each of us and the Holders to identify the Company and each of its subsidiaries that are parties to the Facilities Documentation in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective for each of us and the Holders.

9. Assignment.

This Commitment Letter, the Fee Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each of the other parties hereto, and any attempted assignment without such consent shall be void; provided that, FPCP may assign its commitments hereunder, in whole or in part, (including its commitment to provide the Total Facility), to any of its relevant affiliates. Upon an assignment by FPCP complying with the terms of the foregoing sentence, such party shall be released from the portion of our commitment hereunder that has been assigned. Neither this Commitment Letter or the Fee Letter may be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you and then only in the specific instance and for the specific purpose for which given.

For purposes hereof, "***Disqualified Institutions***" means (i) those banks, financial institutions or other entities separately identified in writing by you to us on or prior to the date hereof (provided, that such list may be updated by the Company from time to time to include any other

person reasonably acceptable to the Administrative Agent), or to any affiliates of such banks, financial institutions or other entities that are reasonably identifiable as affiliates by virtue of their names or that are identified to us in writing by you from time to time; provided, that no such identification after the NPA Execution Date pursuant to this clause (i) shall apply retroactively to disqualify any person that has previously acquired a valid assignment or participation of an interest in any of the Total Facility with respect to amounts previously acquired and (ii) competitors of you or any of your subsidiaries identified in writing by you from time to time (and affiliates of such entities that are reasonably identifiable as affiliates of such entities by virtue of their names or that are identified to us in writing by you from time to time (other than bona fide fixed income investors or debt funds primarily investing in loans and/or notes)).

10. Governing Law, Etc.

This Commitment Letter and the Fee Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter or the Fee Letter by facsimile transmission or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Commitment Letter or the Fee Letter. This Commitment Letter and the Fee Letter (i) sets forth the entire understanding of the parties hereto with respect to the Transactions and (ii) supersedes all prior understandings with respect to the matters referred to and contemplated therein and thereby. This Commitment Letter and the Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the Indemnified Persons and, if any of this Commitment Letter, the Fee Letter or any commitment hereunder is assigned in accordance with the first sentence of this Section 9 above, the applicable permitted assignee or assignees. The Commitment Parties may perform the duties and activities described hereunder through any of their respective affiliates.

This Commitment Letter, the Fee Letter and any claim, controversy or dispute arising under or related to this Commitment Letter or the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York; provided, however, that (a) the interpretation of the definition of "Company Material Adverse Effect" and whether or not a "Company Material Adverse Effect" has occurred, (b) the determination of the accuracy of any Specified BCA Representation, and (c) whether the Public Merger Date has occurred based on whether the Public Merger has been consummated in accordance with the terms of the BCA shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware, except that the laws of the Cayman Islands, inclusive of the Cayman Act (as defined in the BCA), shall also apply to the Domestication (as defined in the BCA).

Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or Federal court sitting in the Borough of Manhattan in the City of New York, and, in each case, any appellate court thereof, over any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the performance of services hereunder or thereunder, whether in contract, tort or otherwise, and irrevocably and unconditionally agrees that it will not commence any such suit, action or proceeding against any of the other parties hereto arising out of or in any way relating to this Commitment Letter, the Fee Letter or the performance of services hereunder or thereunder in any forum other than such courts. Each party hereto agrees that service of any process, summons, notice or document by registered mail addressed to such party at its address set forth above shall be effective service of process for any suit, action or proceeding brought in any such court. Each party hereto hereby irrevocably and unconditionally waives (to the extent permitted by applicable law) any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum and agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner

provided by law. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Each of the parties hereto agrees that, if accepted by you, this Commitment Letter and the Fee Letter constitutes a binding and enforceable agreement with respect to the subject matter herein and therein. Reasonably promptly after the execution by you of this Commitment Letter and the Fee Letter, the parties hereto shall proceed with the negotiation in good faith of the Facilities Documentation and the definitive documentation for the Tender Offer and the Private Placement in a manner consistent with this Commitment Letter and the Fee Letter for the purpose of executing and delivering the Facilities Documentation and consummating the Tender Offer and the Private Placement.

The costs and expenses, indemnification, settlement, limitation of liability, jurisdiction, waiver of jury trial, service of process, venue, governing law, absence of fiduciary duty and confidentiality provisions contained herein shall remain in full force and effect regardless of whether the Facilities Documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter, the Fee Letter or FPCP's commitments hereunder and thereunder; provided that your obligations under this Commitment Letter and the Fee Letter, other than your obligations relating to confidentiality to the extent set forth herein, shall automatically terminate and be superseded to the extent expressly provided for therein by the provisions of the Facilities Documentation upon the execution and delivery thereof, and you shall automatically be released from all liability in connection therewith at such time.

Please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to the Commitment Parties the enclosed duplicate originals (or facsimiles or electronic copies) of this Commitment Letter and the Fee Letter, not later than 11:59 p.m., New York City time, on October 3, 2022, failing which FPCP's commitments hereunder will expire at such time. This Commitment Letter, the Fee Letter and the commitments hereunder shall automatically terminate on the earliest of (x) the termination of the BCA in accordance with its terms prior to the closing of the Public Merger, and (y) April 30, 2023, unless the Commitment Parties and the Company mutually agree to an extension in writing (including by email). The termination of any commitment shall not prejudice your rights and remedies in respect of any breach of this Commitment Letter or the Fee Letter.

The words" execution," "signed," "signature" and words of like import in this Commitment Letter or the Fee Letter relating to the execution and delivery of this Commitment Letter or the Fee Letter shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[*Signature Pages Follow*]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

FP CREDIT PARTNERS, L.P.

By: FP Credit Partners GP, L.P.
Its: General Partner

By: FP Credit Partners GP Management, LLC
Its: General Partner

By: /s/ Scott Eisenberg
Name: Scott Eisenberg
Title: Managing Director

[Signature Page to Commitment Letter]

Accepted and agreed to as of the date first written above:

MOVELLA INC.

By /s/ Ben Lee
Name: Ben Lee
Title: Chief Executive Officer

Acknowledged and agreed to as of the date first written above:

PATHFINDER ACQUISITION CORPORATION

By /s/ David Chung
Name: David Chung
Title: Chief Executive Officer

MOTION MERGER SUB, INC.

By /s/ David Chung
Name: David Chung
Title: Chief Executive Officer

SHAREHOLDER RIGHTS AGREEMENT

THIS SHAREHOLDER RIGHTS AGREEMENT (this "***Agreement***"), dated as of October 3, 2022, is made and entered into by and among Pathfinder Acquisition Corporation (the "***Company***"), Pathfinder Acquisition, LLC, a Delaware limited liability company (the "***Sponsor***"), FP Credit Partners, L.P. (together with its affiliates who are commitment parties thereunder, collectively, "***Francisco Partners***"), and Movella Inc., a Delaware corporation (the "***Target***" and, collectively with the Sponsor, the Business Combination Holders (as defined below) and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 or Section 6.10 of this Agreement, the "***Holders***" and each, a "***Holder***").

RECITALS

WHEREAS, the Company has entered into a Business Combination Agreement, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "***Business Combination Agreement***"), by and among the Company, Motion Merger Sub, Inc., a Delaware corporation ("***Merger Sub***"), and Target, pursuant to which, among other things, on the Effective Date, Merger Sub will merge (the "***Merger***") with and into Target, with the Target as the surviving company in the merger and a wholly owned subsidiary of the Company (the "***Business Combination***");

WHEREAS, the Target and certain directors or option holders of the Target set forth on Schedule 1 hereto (such directors and shareholders, the "***Target Holders***") are parties to that certain Registration Rights Agreement, dated as of September 8, 2020 (the "***Prior Agreement***");

WHEREAS, the Company, the Sponsor and certain holders of Class B ordinary shares set forth on Schedule 1 hereto (the "***Legacy Pathfinder Holders***") of the Company prior to the Company's Domestication are party to that certain Registration Rights Agreement, dated as of February 16, 2021 (the "***Original RRA***");

WHEREAS, on or about the date of the closing of the Business Combination Agreement, certain of the Business Combination Holders will receive shares of the Company's Common Stock;

WHEREAS, the parties to the Prior Agreement desire to terminate the Prior Agreement to provide for certain rights and obligations included herein;

WHEREAS, pursuant to Section 6.8 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Original RRA) of at least a majority in interest of the Registrable Securities (as defined in the Original RRA) at the time in question, and the Sponsor and the Legacy Pathfinder Holders are the Holders of at least a majority in interest of the Registrable Securities as of the date hereof;

WHEREAS, the Company and the Target desire for the Business Combination Holders to become a party to this Agreement prior to the closing of the Business Combination;

WHEREAS, the Company and the Sponsor desire to amend and restate the Original RRA in its entirety and enter into this Agreement, pursuant to which, when the Business Combination Holders become a party to this Agreement, the Company shall grant the Business Combination Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement; and

WHEREAS, the parties hereto desire to enter into this Agreement, pursuant to which the parties are agreeing to certain rights and obligations, contingent on the closing of the Business Combination, including certain securities of the Company, as set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, contingent on the closing of the Business Combination Agreement, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this ARTICLE I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Additional Holder***" shall have the meaning given in Section 6.10.

"***Additional Holder Common Stock***" shall have the meaning given in Section 6.10.

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Board, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be and (c) the Company has a bona fide business purpose for not making such information public.

"***Agreement***" shall have the meaning given in the Preamble hereto.

"***Block Trade***" shall have the meaning given in Section 2.5.1.

"***Board***" shall mean the Board of Directors of the Company.

"***Business Combination Agreement***" shall have the meaning given in the Recitals hereto.

"***Business Combination Holders***" shall mean Francisco Partners, Target Holders and Legacy Pathfinder Holders (to the extent such Legacy Pathfinder Holders are listed on Schedule 1 hereto), whether becoming a party to this Agreement at the date of this Agreement or thereafter pursuant to Section 6.10 of this Agreement.

"***Closing***" shall have the meaning given in the Business Combination Agreement.

"***Closing Date***" shall have the meaning given in the Business Combination Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall mean the common stock of the Company (which, for the avoidance of doubt, will be shares of common stock in a Delaware corporation as a result of the Domestication of Pathfinder Acquisition Corporation and not ordinary shares in a Cayman Islands exempted company).

"***Company***" shall have the meaning given in the Preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

"***Demanding Holder***" shall have the meaning given in Section 2.1.4.

"***Equity Awards***" shall mean those options and/or awards, exercisable into Common Stock, granted to certain Business Combination Holders under the Incentive Equity Plans (each as defined in the Business Combination Agreement).

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form S-1 Shelf***" shall have the meaning given in Section 2.1.1.

"***Form S-3 Shelf***" shall have the meaning given in Section 2.1.1.

"***Francisco Partners Tender Offer Shares***" shall mean the shares of Common Stock acquired pursuant to the tender offer for equity of Pathfinder Acquisition Corp. and the PIPE Shares (as defined in the Business Combination Agreement).

"***Francisco Partners Shares***" shall mean (i) the Francisco Partners Tender Offer Shares and (ii) the 1,000,000 shares of Common Stock to be issued to Francisco Partners (as defined in the Business Combination Agreement) in connection with the FP Financing (as defined in the Business Combination Agreement).

"***Holder Information***" shall have the meaning given in Section 4.1.2.

"***Holders***" shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities.

"***Joinder***" shall have the meaning given in Section 6.10.

"***Lock-up***" shall have the meaning given in Section 5.1.

"***Lock-up Parties***" shall mean, as applicable, the Sponsor, the Business Combination Holders, and their respective Permitted Transferees.

"***Lock-up Period***" shall mean:

(A) with respect to the Business Combination Holders other than the Legacy Pathfinder Holders, the period beginning on the Closing Date and ending on the date that is 180 days after the Closing Date; and

(B) with respect to the Sponsor and the Legacy Pathfinder Holders in respect of Lock-up Shares, the period beginning on the Closing Date and ending on the earlier of (i) 365 days after the Closing Date and (ii) (x) if the closing price of a share of Common Stock equals or exceeds $12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date, or (y) the date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all the Company's stockholders having the right to exchange their Common Stock for cash, securities or other property.

"***Lock-up Shares***" shall mean, other than the Francisco Partners Tender Offer Shares, (i) the Common Stock and any other equity securities convertible into or exercisable or exchangeable for the Common Stock (including any Private Placement Warrants) held by the Sponsor or Business Combination Holders immediately following the Closing, (ii) Common Stock issued with respect to or in exchange for Equity Awards on or after the Closing as permitted by this Agreement (other than Common Stock acquired in the public market), and (iii) the Francisco Partners Shares.

"***Maximum Number of Securities***" shall have the meaning given in Section 2.1.5.

"***Merger***" shall have the meaning given in the Recitals hereto.

"***Merger Sub***" shall have the meaning given in the Recitals hereto.

"***Minimum Takedown Threshold***" shall have the meaning given in Section 2.1.4.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"***Other Coordinated Offering***" shall have the meaning given in Section 2.5.1.

"***Original RRA***" shall have the meaning given in the Recitals hereto.

"***Permitted Transferees***" shall mean (a) with respect to the Business Combination Holders and Sponsor and their respective Permitted Transferees, (i) prior to the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to Section 5.2 and (ii) after the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter, and (b) with respect to all other Holders and their respective Permitted Transferees, any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities, including prior to the expiration of any lock-up period applicable to such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in Section 2.3.1.

"***Prior Agreement***" shall have the meaning given in the Recitals hereto.

"***Private Placement Warrants***" shall mean the private placement warrants held by the Sponsor that were purchased by the Sponsor in the private placement that occurred concurrently with the closing of the SPAC's initial public offering.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any outstanding Common Stock and any other equity security (including the Private Placement Warrants and any other warrants to purchase Common Stock and Common Stock issued or issuable upon the exercise or conversion of any other equity security) of the Company held by a Holder immediately following the Closing (including any securities distributable pursuant to the Business Combination Agreement), (b) any Additional Holder Common Stock, (c) any Francisco Partners Shares and (d) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a) or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) (i) such securities shall have been otherwise transferred (other than to a Permitted Transferee), (ii) new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and (iii) subsequent public distribution of such securities shall not require registration under the

Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act and (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) in an Underwritten Offering or Other Coordinated Offering, reasonable fees and expenses not to exceed $150,000 in the aggregate for each Registration of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders.

"***Registration Statement***" shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holders***" shall have the meaning given in Section 2.1.5.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf***" shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

"***Shelf Registration***" shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"***Shelf Takedown***" shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

"***Sponsor***" shall have the meaning given in the Preamble hereto.

"***Sponsor Member" shall mean a member of Sponsor who becomes party to this Agreement as a Permitted Transferee of Sponsor.***

"***Subsequent Shelf Registration Statement***" shall have the meaning given in Section 2.1.2.

"***Target***" shall have the meaning given in the Preamble hereto.

"***Target Holders***" shall have the meaning given in the Recitals hereto.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security or (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in Section 2.1.4.

"***VLN***" shall mean that certain Venture Linked Secured Note, to be issued by the Company and payable to Francisco Partners, pursuant to a note purchase agreement to be executed prior to the Closing Date.

"***Withdrawal Notice***" shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1. Shelf Registration.

2.1.1 Filing. Within thirty (30) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the "***Form S-1 Shelf***") or a Registration Statement for a Shelf Registration on Form S-3 (the "***Form S-3 Shelf***"), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or 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, but no later than the earlier of (a) the ninetieth (90th) calendar day following the filing date thereof (or the one hundred and twentieth (120th) calendar day following the filing date thereof if the Commission notifies the Company that it will "review" the Registration Statement) and (b) the tenth (10th) business day after the date the Company is notified in writing by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf 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 a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the 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 Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use a Form S-3 Shelf. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer at the time of filing (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the 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. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form at the time of filing. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of such Holder, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such additional Registrable Securities to be so covered once per calendar year for each of the Sponsor and the Business Combination Holders.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, the Sponsor, Francisco Partners, or a majority-in-interest of the Business Combination Holders (any of the Sponsor, Francisco Partners or a Business Combination Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an "***Underwritten Shelf Takedown***"); provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price of at least $30 million in the aggregate (the "***Minimum Takedown Threshold***"); provided further that the Company shall not be required to effect an Underwritten Shelf Takedown if the Company is selling or planning to launch an Underwritten Offering within twenty-one (21) days of the Underwritten Shelf Takedown.. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown; provided further that the Company shall only be obligated to effect an Underwritten Shelf Takedown for any Francisco Partners Tender Offer Shares pursuant to this Section 2.1.4 upon the earlier of (i) the fifth anniversary of the Closing Date, (ii) the VLN having been accelerated after an event of default, (iii) the VLN has been fully repaid or otherwise satisfied and the Company has received a payoff letter reasonably acceptable to it acknowledging satisfaction in full of the VLN or (iv) at any other time in the event that Francisco Partners becomes entitled to sell Francisco Partners Tender Offer Shares pursuant to any written agreement between Francisco Partners and the Company. Subject to Section 2.5.4, the Company shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the initial Demanding Holder's prior approval (which shall not be unreasonably withheld, conditioned or delayed). The Sponsor may demand not more than two (2) Underwritten Shelf Takedown and the Business Combination Holders may not demand more than two (2) Underwritten Shelf Takedowns, in each case, pursuant to this Section 2.1.4 in any twelve (12) month period (in each case, a "***Demand***"); provided that, Francisco Partners may demand one (1) additional Underwritten Shelf Takedown pursuant to this Section 2.1.4 in any twelve (12) month period to the extent that Francisco Partners does not participate in any Underwritten Shelf Takedowns effected at the request of a majority-in-interest of the Business Combination Holders during such twelve (12) month period. For the avoidance of doubt, a request by a Demanding Holder to effect an Underwritten Shelf Takedown shall constitute a Demand notwithstanding the refusal, or the inability, as the case may be, of the Underwriters to effect such offering *provided, that*, such refusal or inability, as applicable, occurs following the filing of the "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company may effect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the "***Requesting Holders***") (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell and all other Common Stock or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, before including any Common Stock or other equity securities proposed to be sold by Company or by other holders of Common Stock or other equity securities, the Registrable Securities of (i) first, to the Demanding Holders that can be sold without exceeding the Maximum Number of Securities (pro rata based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Demanding Holders have requested be included in such Underwritten Shelf Takedown) and (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Holders initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the Sponsor or a Business Combination Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Sponsor or the Business Combination Holders or any of their respective Permitted Transferees, as applicable. If withdrawn, a demand for an Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown by the withdrawing Demanding Holder for purposes of Section 2.1.4, unless such Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Shelf Takedown (or, if there is more than one Demanding Holder, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Shelf Takedown); provided that, if the Sponsor or a Business Combination Holder elects to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Sponsor or such Business Combination Holder, as applicable, for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6. For the avoidance of doubt, this Section 2.1.6 shall not apply after the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown.

2.1.7 Registration of Francisco Partners Tender Offer Shares. Notwithstanding anything to the contrary in this Agreement, the Company shall be permitted to register the Francisco Partners Tender Offer Shares, or a portion thereof, under any Registration Statement filed pursuant to this Agreement.

2.2 [Reserved.]

2.3. Piggyback Registration

2.3.1 Piggyback Rights. Subject to Section 2.5.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan, (v) a Block Trade, or (vi) an Other Coordinated Offering, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a "***Piggyback Registration***"). Subject to Section 2.3.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.3.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.3.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of Common Stock or other equity securities that the Company desires to sell, taken together with (i) Common Stock or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.3 hereof, and (iii) Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (A) first, Francisco Partners Shares to be sold at the direction of the Company or other Common Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.3.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, Francisco Partners Shares to be sold at the direction of the Company or other Common Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.3.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B), (C) and (D), the Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.3.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable "red herring" prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.3.3.

2.3.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.3 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.4 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company, including with respect to the sale of Francisco Partners Tender Offer Shares (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Holder participating in such Underwritten Offering agrees that it shall not Transfer any Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.5. Block Trades; Other Coordinated Offerings.

2.5.1. Notwithstanding any other provision of this ARTICLE II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "***Block Trade***"), or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal (an "***Other Coordinated Offering***"), in each case, (x) with a total offering price of at least $30 million in the aggregate or (y) with respect to all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder only needs to notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and the Company shall use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering; provided further that the Company shall not be required to effect a Block Trade or Other Coordinated Offering if any Francisco Partners Tender Offer Shares are planned to be sold at the direction of the Company within twenty-one (21) days of any such Block Trade or Other Coordinated Offering, as applicable.

2.5.2. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company, the Underwriter or Underwriters (if any) and any brokers, sales agents or placement agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this Section 2.5.2.

2.5.3. Notwithstanding anything to the contrary in this Agreement, Section 2.3 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to this Agreement.

2.5.4. The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and any brokers, sales agents or placement agents (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.5.5. A Demanding Holder in the aggregate may demand no more than two (2) Block Trades or Other Coordinated Offerings pursuant to this Section 2.5 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.5 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall:

3.1.1. prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or have ceased to be Registrable Securities;

3.1.2. prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least five percent (5%) of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or have ceased to be Registrable Securities;

3.1.3. prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company shall have no obligation to furnish any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System ("***EDGAR***");

3.1.4. prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5. cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed;

3.1.6. provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7. advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8. at least three (3) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9. notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10. in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering, or sale by a broker, placement agent or sales agent pursuant to such Registration permit a representative of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11. obtain a "comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public

accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12. in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13. in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.14. make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.15. with respect to an Underwritten Offering pursuant to Section 2.1.4, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering; and

3.1.16. otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, broker, sales agent or placement agent, as applicable.

3.2. Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3. Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that it is necessary or advisable to include such information in the applicable Registration Statement or Prospectus and such Holder continues thereafter to withhold such information. In addition, no person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any

underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. For the avoidance of doubt, the exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4. Delay of Submission, Filing, Effectiveness or Use; Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1. Upon receipt of written notice from the Company that: (a) a Registration Statement or Prospectus contains a Misstatement; (b) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain an 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 not misleading; or (c) upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Board, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each of the Holders shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until (x) in the case of (a) or (b), it has received copies of a supplemented or amended Prospectus (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice), or until it is advised in writing by the Company that the use of the Prospectus may be resumed, or (y) in the case of (c), until the restriction on the ability of "insiders" to transact in the Company's securities is removed, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice.

3.4.2. Subject to Section 3.4.4, if the submission, filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure, (b) require the Company to update the financial statements included in the Registration Statement in order to comply with Regulation S-X age of financial statement requirements, (c) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, or (d) in the good faith judgment of the majority of the Board such Registration, be detrimental to the Company and the majority of the Board concludes as a result that it is advisable to defer such submission, filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders (which notice shall not specify the nature of the event giving rise to such delay or suspension), delay the submission, filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose notwithstanding the requirements of any other provision contained herein, including, without limitation, Section 2.1. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3. Subject to Section 3.4.4, (a) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, or (b) if, pursuant to Section 2.1.4, Holders have requested an Underwritten Shelf Takedown and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 or Section 2.1.5.

3.4.4. The right to delay or suspend any submission, filing, initial effectiveness or continued use of a Registration Statement pursuant to clause (a) or (d) of Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, for not more than ninety (90) consecutive calendar days or more than one hundred and twenty (120) total calendar days in each case, during any twelve (12)-month period.

3.5. Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to EDGAR shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall 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 shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1. Indemnification.

4.1.1. The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2. In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "***Holder Information***") and, to the extent permitted by law, shall indemnify the Company, its directors, officers and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3. Any person or entity entitled to indemnification herein shall (i) 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 or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, 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 (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or 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 any indemnified party a conflict of interest may exist 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, 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 includes a statement or admission of fault and culpability on the part of such indemnified party 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.

4.1.4. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5. If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses 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 out-of-pocket 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 not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), 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; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. 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 in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

ARTICLE V

LOCK-UP

5.1. Lock-Up. Subject to Section 5.2 and Section 5.3, each Lock-up Party agrees that it shall not Transfer any Lock-up Shares prior to the end of, in respect of such Lock-up Party, the applicable Lock-up Period (the "***Lock-up***").

5.2. Permitted Transferees. Notwithstanding the provisions set forth in Section 5.1, each Lock-up Party may Transfer the Lock-up Shares during the Lock-up Period (a) to (i) the Company's officers or directors, (ii) any affiliates or family members of the Company's officers or directors, (iii) if the undersigned is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (x) transfers to another corporation, partnership, limited liability company, trust, syndicate, association or other business entity that controls, is controlled by or is under common control or management with the undersigned, and (y) distributions of Common Stock to its partners, limited liability company members, equity holders or shareholders of the undersigned or (iv) any other Lock-up Party or any direct partners, members or equity holders of such other Lock-up Party, any affiliates of such other Lock-up Party or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates, (b) in the case of an individual, by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization, (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual, (d) in the case of an individual, pursuant to a qualified domestic relations order, (e) in the case of a trust, by distribution to one or more of the permissible beneficiaries of such trust, (f) to the partners, members or equity holders of such Lock-up Party by virtue of the Lock-up Party's organizational documents, as amended, upon dissolution of the Lock-up Party, (g) bona fide pledges of Common Stock as security or collateral in connection with any bona fide borrowing or incurrence of any indebtedness by any Holder or any member of its group; provided, that any Holder who is subject to any pre-clearance and trading policies of the Company must also comply with any additional restrictions on the pledging of Common Stock imposed on such Holder by the Company's policies, (h) to the Company, or (i) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board or a duly authorized committee thereof or other similar transaction which results in all of the Company's stockholders having the right to exchange their Common Stock for cash, securities or other property subsequent to the Closing Date. The parties acknowledge and agree that any Permitted Transferee of a Lock-up Party shall be subject to the transfer restrictions set forth in this ARTICLE V with respect to the Lock-Up Shares upon and after acquiring such Lock-Up Shares.

ARTICLE VI

MISCELLANEOUS

6.1. Notices. Any notice or communication under this Agreement must be in writing and given by (i) recorded mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, or electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery or electronic mail, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: Movella Inc., 2570 N First Street #300, San Jose, CA 95131, Attention: Dennis Calderon or by email: dennis.calderon@movella.com, and, if to any Holder, at such Holder's address, electronic mail address as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2. Assignment; No Third Party Beneficiaries.

6.2.1. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2. Subject to Section 6.2.4 and Section 6.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees to which it transfers Registrable Securities; provided that with respect to the Sponsor and the Business Combination Holders, the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that (i) the Sponsor shall be permitted to transfer its rights hereunder to one or more affiliates or any direct or indirect partners, members or equity holders of the Sponsor (including Sponsor Members), which, for the avoidance of doubt, shall include a transfer of its rights in connection with a distribution of any Registrable Securities held by Sponsor to Sponsor Members (it being understood that no such transfer shall reduce or multiply any rights of the Sponsor or such transferees) and (ii) Francisco Partners shall be permitted to transfer its rights hereunder to one or more affiliates or any direct or indirect partners, members or equity holders of Francisco Partners, which, for the avoidance of doubt, shall include a transfer of its rights in connection with a distribution of any Registrable Securities held by Francisco Partners to such transferees (it being understood that no such transfer shall reduce or multiply any rights of Francisco Partners or such transferees).

6.2.3. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

6.2.4. This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2.

6.2.5. No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 6.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement, including the joinder in the form of Exhibit A attached hereto). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3. Counterparts. This Agreement may be executed in multiple counterparts (including PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4. Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY, AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF NEW YORK, NEW YORK COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

6.5. Trial by Jury. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.6. Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities in number of Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the Sponsor for so long as Sponsor and its affiliates and its Permitted Transferees hold, in the aggregate, at least five percent (5%) of the outstanding Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each Business Combination Holder so long as such Business Combination Holder and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding Common Stock; and provided, further, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.7. Other Registration Rights. The Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. The Company hereby agrees and covenants that it will not grant rights to register any Common Stock (or securities convertible into or exchangeable for Common Stock) pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Holders hereunder without (a) the prior written consent of the Sponsor for so long as the Sponsor and its affiliates and its Permitted Transferees hold, in the aggregate, Registrable Securities representing at least five percent (5%) of the outstanding Common Stock, and the prior written consent of each other Holder, for so long as such Holder and its affiliates hold, in the aggregate, Registrable Securities representing at least five percent (5%) of the outstanding Common Stock, or (b) granting economically and legally equivalent rights to the Holders hereunder such that the Holders shall receive the benefit of such more favorable or senior terms and/or conditions. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.8. Term. This Agreement shall terminate on the earlier of (a) the fifth anniversary of the date of this Agreement;(b) with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities or (c) such time as such Holder can sell all Registrable Securities pursuant to Rule 144 promulgated under the Securities Act without regard to holding period, manner of sale or notice requirements, or volume limitations. The provisions of Section 3.5 and ARTICLE IV shall survive any termination.

6.9. Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

6.10. Additional Holders; Joinder. In addition to the persons or entities who may become Holders pursuant to Section 6.2 hereof, subject to the prior written consent of each Holder (so long as such Holder and its affiliates hold, in the aggregate, Registrable Securities representing at least five percent (5%) of the outstanding Common Stock), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an "***Additional Holder***") by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a "***Joinder***"). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock then owned, or underlying any rights then owned, by such Additional Holder (the "***Additional Holder Common Stock***") shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock. For clarity, any Business Combination Holder who executes a Joinder on or after the date hereof shall be a party to this Agreement.

6.11. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12. Entire Agreement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

6.13. Adjustments. If, and as often as, there are any changes in the Registrable Securities by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Registrable Securities as so changed.

6.14. Effectiveness of this Agreement. The rights and obligations of the parties to this agreement are conditioned upon the Closing of the Business Combination Agreement. In the event the Closing does not occur, this agreement shall be void and have no force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

PATHFINDER ACQUISITION CORPORATION

By: /s/ David Chung
Name: David Chung
Title: Chief Executive Officer

SPONSOR:

PATHFINDER ACQUISITION LLC

By: /s/ David Chung
Name: David Chung
Title: Chief Executive Officer

FRANCISCO PARTNERS:

FP CREDIT PARTNERS, L.P.

By: FP Credit Partners GP, L.P., its General Partner

By: FP Credit Partners GP Management, LLC, its General Partner

By: /s/ Scott Eisenberg
Name: Scott Eisenberg
Title: Managing Director

TARGET:

Movella, Inc.

By: /s/ Ben Lee
Name: Ben Lee
Title: Chief Executive Officer

HOLDERS:

By: /s/ Paul Weiskopf
Name: Paul Weiskopf

By: /s/ Steven Walske
Name: Steven Walske

By: /s/ Omar Johnson
Name: Omar Johnson

Schedule 1

Target Holders

- KPCB Holdings, Inc., as nominee
- Axess II Holdings
- Ben Lee
- Steve Smith
- Dennis Calderon
- Other directors and officers of Target or the Company designated by Target prior to Closing or the Company following the Closing

Legacy Pathfinder Holders

- Steve Walske
- Paul Weiskopf
- Omar Johnson

Exhibit A

SHAREHOLDER RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this "***Joinder***") pursuant to the Shareholder Rights Agreement, dated as of , 2022 (as the same may hereafter be amended, the "***Shareholder Rights Agreement***"), among Movella Inc. (the "***Company***"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Shareholder Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Shareholder Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Shareholder Rights Agreement, and the undersigned's Common Stock shall be included as Registrable Securities under the Shareholder Rights Agreement to the extent provided therein.

Accordingly, the undersigned has executed and delivered this Joinder as of the day of , 2[●] .

Signature of Stockholder

Print Name of Stockholder
Its:

Address:

Agreed and Accepted as of

, 2[●]

Movella Inc.

By:

Confidential

Exhibit (d)(ii)

TRANSACTION SUPPORT AGREEMENT

This **TRANSACTION SUPPORT AGREEMENT** (this "Agreement") is entered into as of [•], 2022, by and among Pathfinder Acquisition Corporation, a Cayman Islands exempted company incorporated with limited liability ("Pathfinder"), Movella Inc., a Delaware corporation (the "Company"), Pathfinder Acquisition LLC ("Pathfinder Sponsor") and the parties listed on the signature pages hereto as a "Shareholder" (each, a "Shareholder"). Each of Pathfinder, the Company, Pathfinder Sponsor and the Shareholders are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Note Purchase Agreement (defined below).

RECITALS

WHEREAS, on October 3, 2022, Pathfinder, the Company and Motion Merger Sub, Inc. ("Motion Merger Sub"), a Delaware corporation and wholly owned Subsidiary of Pathfinder, entered into that certain Business Combination Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Business Combination Agreement"), pursuant to which, among other things, (a) on the Merger Closing Date, prior to the closing of the Merger, Pathfinder will change its jurisdiction of incorporation by deregistering as an exempted company in the Cayman Islands and continuing and domesticating as a corporation incorporated under the laws of the State of Delaware (the "Domestication") and (b) on the Merger Closing Date, following the consummation of the Domestication, Motion Merger Sub will merge with and into the Company (the "Merger"), with the Company as the surviving company in the Merger;

WHEREAS, concurrently with the execution of this Agreement, the Company, the Guarantors named therein, the Purchasers named therein (who are Affiliates of the Shareholders) and Wilmington Savings Fund Society, FSB have entered into that certain Note Purchase Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Note Purchase Agreement"), pursuant to which, among other things, the Company will (a) on the Closing Date, issue and sell to the Purchasers Pre-Merger Senior Secured Notes in an aggregate original principal amount of $25,000,000 and (b) on the Merger Closing Date, make an issuance and deemed sale to the Purchasers of Venture-Linked Senior Secured Notes (the transactions contemplated by the Note Purchase Agreement, the other Note Documents, the Equity Purchase Documents, the Merger and the other transactions contemplated by the Business Combination Agreement, collectively, the "Transactions");

WHEREAS, in connection with the Note Purchase Agreement, Affiliates of the Shareholders shall acquire record and beneficial ownership of equity securities of Pathfinder pursuant to the Tender Offer (all such equity securities of Pathfinder together with any other equity securities of Pathfinder (including, for the avoidance of doubt, any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) thereto) and proxies or other rights to vote equity securities of Pathfinder that the Shareholders or their Affiliates acquire record or beneficial ownership of after the date hereof (including by purchase, as a result of a share dividend, share split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities), collectively, the "Subject Pathfinder Shares");

WHEREAS, in consideration for the benefits to be directly or indirectly received by the Shareholders in connection with the transactions contemplated by the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents and as a material inducement to (a) the Company agreeing to enter into the Business Combination Agreement, the Note Purchase Agreement and the other Note Documents to which it is or will be party or and consummate the Transactions, (b) Pathfinder agreeing to enter into the Business Combination Agreement and the Equity Purchase Documents to which it is or will be a party and to consummate the Transactions and (c) Pathfinder Sponsor consenting to Pathfinder entering into the Business Combination Agreement and consummating the Transactions, the Shareholders agree to enter into this Agreement and to be bound by the representations, warranties, agreements, covenants and obligations contained in this Agreement; and

WHEREAS, the Parties acknowledge and agree that (a) the Company would not have entered into the Business Combination Agreement, the Note Purchase Agreement and the other Note Documents to which it is or will be a party or agreed to consummate the Transactions, (b) Pathfinder would not have entered into the Business Combination Agreement and the Equity Purchase Documents to which it is or will be a party and consummating the Transactions and (c) Pathfinder Sponsor would not have agreed to consent to Pathfinder entering into the Business Combination Agreement and consummating the Transactions, in each case, without the Shareholders entering into this Agreement and agreeing to be bound by the representations, warranties, agreements, covenants and obligations contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Pathfinder Shareholder Approval and Related Matters.

(a) The Shareholders irrevocably and unconditionally agree to (i) vote (or cause to be voted, as applicable) the Subject Pathfinder Shares in favor of all of the matters, actions and proposals contemplated by Section 4.8 of the Business Combination Agreement (including the Merger and the Transaction Proposals (as such term is defined in the Business Combination Agreement)) at any meeting of the shareholders of Pathfinder held to consider one or more Transaction Proposals (including any adjournments or postponements thereof), (ii) vote (or cause to be voted, as applicable) the Subject Pathfinder Shares in favor of all the matters, actions and proposals necessary or appropriate in furtherance of the approval of a Pathfinder Extension (as such term is defined in the Business Combination Agreement) at any meeting of the shareholders of Pathfinder held to consider a Pathfinder Extension (including any adjournments or postponements thereof), and (iii) when such meeting (or meetings) is (or are) held, appear at such meeting or otherwise cause the Subject Pathfinder Shares to be counted as present at any and all such meetings of the shareholders of Pathfinder for purposes of constituting a quorum.

(b) Without limiting any other rights or remedies of Pathfinder, the Shareholders hereby irrevocably appoint Pathfinder or any individual designated by Pathfinder as the Shareholders' agent, attorney-in-fact and proxy (with full power of substitution and resubstituting), for and in the name, place and stead of the Shareholders, to attend on behalf of the Shareholders any meeting of the shareholders of Pathfinder with respect to the matters described in Section 1(a), to include the Subject Pathfinder Shares in any computation for purposes of establishing a quorum at any such meeting of the shareholders of Pathfinder, to vote (or cause to be voted, as applicable) the Subject Pathfinder Shares or consent or approve (or withhold consent or approval, as applicable) with respect to any of the matters described in Section 1(a) in connection with any meeting of the shareholders of Pathfinder, any action by written consent or any other approval by the shareholders of Pathfinder, in each case, in the event that (i) the Shareholders fail to perform or otherwise comply with the covenants, agreements or obligations set forth in Section 1(a), or (ii) any actions, suits, proceedings, claims or disputes are pending or threatened by or on behalf of the Shareholders, the Company or Pathfinder that challenges or could impair the enforceability or validity of the covenants, agreements or obligations set forth in this Agreement.

(c) The proxy granted by the Shareholders pursuant to Section 1(b) is coupled with an interest sufficient in law to support an irrevocable proxy and is granted in consideration for Pathfinder entering into the Equity Purchase Documents and agreeing to consummate the Transactions. The proxy granted by the Shareholders pursuant to Section 1(b) is also a durable proxy and shall survive the bankruptcy, dissolution, death, incapacity or other inability to act by the Shareholders and shall revoke any and all prior proxies granted by the Shareholders with respect to the Subject Pathfinder Shares. The vote, consent or approval by the proxyholder with respect to the matters described in Section 1(a) shall control in the event of any conflict between such vote, consent or approval (or withholding of consent or approval, as applicable) by the proxyholder of the Subject Pathfinder Shares and a vote, consent or approval (or withholding of consent or approval, as applicable) by the Shareholders of the Subject Pathfinder Shares (or any other Person with the power to vote or provide consent or approval (or withhold consent or approval, as applicable) with respect to the Subject Pathfinder Shares) with respect to the matters described in Section 1(a). The proxyholder may not exercise the proxy granted pursuant to Section 1(b) on any matter except for those matters described in Section 1(a).

(d) The Shareholders irrevocably and unconditionally hereby (a) agree that the Shareholders shall not, and shall cause their Affiliates not to, elect to redeem or otherwise tender or submit for redemption any of the Subject Pathfinder Shares pursuant to or in connection with the Pathfinder Stockholder Redemption (as such term is defined in the Business Combination Agreement) or otherwise in connection with the Pathfinder Extension or the Merger, and (b) fully disclaims and waives, on behalf of itself and its Affiliates, its rights to redeem all or a portion of the Subject Pathfinder Shares in connection with the Pathfinder Extension or the Merger.

2. Other Covenants and Agreements

(a) The Shareholders acknowledges and agree that (i) the Company is entering or has entered into the Business Combination Agreement, the Note Purchase Agreement and the other Note Documents to which it is or will be party or and consummate the Transactions, (ii) Pathfinder is entering or has entered into the Business Combination Agreement and the Equity Purchase Documents to which it is or will be a party and to consummate the Transactions and (iii) Pathfinder Sponsor is consenting to Pathfinder entering into the Business Combination Agreement and consummating the Transactions, in reliance upon the Shareholders entering into this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party, and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the representations, warranties, agreements, covenants and obligations contained in this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party and that, but for the Shareholders entering into this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party, and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the representations, warranties, agreements, covenants and obligations contained in this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party, (x) the Company would not have entered into the Business Combination Agreement, the Note Purchase Agreement and the other Note Documents to which it is or will be a party or agreed to consummate the Transactions, (y) Pathfinder would not have entered into the Business Combination Agreement and the Equity Purchase Documents to which it is or will be a party and consummating the Transactions and (z) Pathfinder Sponsor would not have agreed to consent to Pathfinder entering into the Business Combination Agreement and consummating the Transactions.

(b) Each Shareholder, on its own behalf and on behalf of its representatives, acknowledges, represents, warrants and agrees that (i) it has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects of, Pathfinder and the transactions contemplated by this Agreement, the Business Combination Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents and (ii) he, she or it has been furnished with or given access to such documents and information about Pathfinder and the Company and their respective businesses and operations as he, she or it and his, her or its representatives have deemed necessary to enable him, her or it to make an informed decision with respect to the execution, delivery and performance of this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which he, she or it is or will be a party and the transactions contemplated hereby and thereby.

(c) In entering into this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party, each Shareholder has relied solely on its own investigation and analysis and the representations and warranties expressly set forth in this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party and no other representations or warranties of Pathfinder or the Company (including, for the avoidance of doubt, none of the representations or warranties of Pathfinder or the Company set forth in the Business Combination Agreement or any other Ancillary Document) or any other Person, either express or implied, and each Shareholder, on its own behalf and on behalf of its representatives, acknowledges, represents, warrants and agrees that, except for the representations and warranties expressly set forth in this Agreement, the Note Purchase Agreement, the other Note Documents and the Equity Purchase Documents to which it is or will be a party, none of Pathfinder, the Company or any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Business Combination Agreement, the Note Purchase Agreement, the other Note Documents, the Equity Purchase Documents or the transactions contemplated hereby or thereby.

3. Shareholder Representations and Warranties. Each Shareholder represents and warrants to Pathfinder, Pathfinder Sponsor and the Company as follows:

(a) If the Shareholder is not an individual, the Shareholder is a corporation, limited liability company, limited partnership or other applicable business entity duly organized or formed, as applicable, validly existing and in good standing (or the equivalent thereof, if applicable, in each case, with respect to the jurisdictions that recognize the concept of good standing or any equivalent thereof) under the Laws of its jurisdiction of formation or organization (as applicable).

(b) If the Shareholder is not an individual, the Shareholder has the requisite corporate, limited liability company, limited partnership or other similar power and authority and, if the Shareholder is an individual, the Shareholder has the legal capacity, to execute and deliver this Agreement, to perform his, her or its covenants, agreements and obligations hereunder (including, for the avoidance of doubt, those covenants, agreements and obligations hereunder that relate to the provisions of the Business Combination Agreement), and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement has been duly authorized by all necessary corporate (or other similar) action on the part of the Shareholder. This Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid, legal and binding agreement of the Shareholder (assuming that this Agreement is duly authorized, executed and delivered by Pathfinder, Pathfinder Sponsor and the Company), enforceable against the Shareholder in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity).

(c) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of the Shareholder with respect to the Shareholder's execution, delivery or performance of his, her or its covenants, agreements or obligations under this Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) or the consummation of the transactions contemplated hereby, except for any consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations hereunder in any material respect.

(d) None of the execution or delivery of this Agreement by the Shareholder, the performance by the Shareholder of any of his, her or its covenants, agreements or obligations under this Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) or the consummation of the transactions contemplated hereby will, directly or indirectly (with or without due notice or lapse of time or both) (i) if the Shareholder is not an individual, result in any breach of any provision of the Shareholder's Governing Documents (as such term is defined in the Business Combination Agreement), (ii) result in a violation or breach of, or constitute a default or give rise to any right of termination, consent, cancellation, amendment, modification, suspension, revocation or acceleration under, any of the terms, conditions or provisions of any Contractual Obligation to which the Shareholder is a party, (iii) violate, or constitute a breach under, any order or applicable Law to which the Shareholder or any of his, her or its properties or assets are subject or bound or (iv) result in the creation of any Lien upon the Subject Pathfinder Shares, except, in the case of any of clauses (ii) and (iii) above, as would not adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations hereunder in any material respect.

(e) Upon the consummation of the Tender Offer and at all times thereafter until the Merger, the Shareholder, the Purchasers and/or Affiliates of the Shareholder will be the sole record and beneficial owners of the Subject Pathfinder Shares and the Shareholder, the Purchasers and each such Affiliate has valid, good and marketable title to the Subject Pathfinder Shares, free and clear of all Liens (other than transfer restrictions under applicable Securities Law (as such term is defined in the Business Combination Agreement) or as set forth in the Governing Documents of Pathfinder). Except for the Subject Pathfinder Shares acquired pursuant to the Tender Offer, together with any shares of Pathfinder common stock that may be acquired pursuant to the Subscription Agreement, the Shareholder, the Purchasers and Affiliates of the Shareholder do not own, beneficially or of record, or have the right to acquire, any equity securities of Pathfinder (including, for the avoidance of doubt, any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) thereto). Upon the consummation of the Tender Offer and at all times thereafter until the Merger, the Shareholder will have the sole right to vote (and provide consent in respect of, as applicable) the Subject Pathfinder Shares and, except for this Agreement, the Shareholder, the Purchasers and/or Affiliates of the Shareholder are not party to or bound by (i) any option, warrant, purchase right, or other Contractual Obligations that could (either alone or in connection with one or more events, developments or events (including the satisfaction or waiver of any conditions precedent)) require the Shareholder to Transfer any of the Subject Pathfinder Shares or (ii) any voting trust, proxy or other Contractual Obligations with respect to the voting or Transfer of any of the Subject Pathfinder Shares, except as provided in this Agreement, the Note Purchase Agreement, the Fee Letter and that certain Voting Agreement, to be dated as of the Merger Closing Date, by and among, among others, Pathfinder, the Company and the Shareholder.

(f) There is no action, suit, proceeding, claim or dispute pending or, to the Shareholder's knowledge, threatened against or involving the Shareholder or any of his, her or its Affiliates that, if adversely decided or resolved, would reasonably be expected to adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations under this Agreement in any material respect.

(g) There is no order or Law issued by any court of competent jurisdiction or other Governmental Authority, or other legal restraint or prohibition relating to the Shareholder or any of his, her or its Affiliates that would reasonably be expected to adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations under this Agreement in any material respect.

4. Transfer of Subject Pathfinder Shares. Except with the prior written consent of each of Pathfinder, the Company and the Pathfinder Sponsor (such consent to be given or withheld in their sole discretion), from and after the date of this Agreement until the earlier of the Merger Closing Date or the termination of the Business Combination Agreement in accordance with its terms, the Shareholder agrees not to (a) Transfer any of the Subject Pathfinder Shares (except to one or more of its Affiliates), (b) enter into (i) any option, warrant, purchase right or other Contractual Obligation that could (either alone or in connection with one or more events, developments or events (including the satisfaction or waiver of any conditions precedent)) require the Shareholder to Transfer the Subject Pathfinder Shares or (ii) any voting trust, proxy or other Contractual Obligation with respect to the voting or transfer of the Subject Pathfinder Shares (except with one or more of its Affiliates), or (c) take any actions in furtherance of any of the matters described in the foregoing clauses (a) or (b). Notwithstanding anything to the contrary herein (for the avoidance of doubt, subject to the Shareholder receiving the prior written consent of Pathfinder, the Company and the Pathfinder Sponsor pursuant to the foregoing) (x) the Shareholder shall, and shall cause any such approved transferee of his, her or its Subject Pathfinder Shares, to enter into a written agreement, in form and substance reasonably satisfactory to Pathfinder, the Pathfinder Sponsor and the Company, agreeing to be bound by this Agreement (including, for the avoidance of doubt, all of the covenants, agreements and obligations of the Shareholder hereunder and which agreement will include, for the avoidance of doubt, the making of all of the representations and warranties of the Shareholder set forth in Section 3 with respect to such approved transferee and his, her or its Subject Pathfinder Shares received upon such Transfer, as applicable) prior and as a condition to the occurrence of such Transfer and (y) no such Transfer will relieve the Shareholder of any of its covenants, agreements or obligations hereunder with respect to the Subject Pathfinder Shares so transferred, unless and to the extent actually performed, or will otherwise affect any of the provisions of this Agreement (including any of the representations and warranties of the Shareholder hereunder). For purposes of this Agreement, "Transfer" means to directly or indirectly sell, assign, transfer (including by operation of law or through any derivative, short-sale or hedging transaction), place a lien on, pledge, mortgage, exchange, hypothecate, grant a security interest in or otherwise dispose of or otherwise encumber any of such Shareholder's Subject Pathfinder Shares or otherwise agree to do any of the foregoing.

5. Termination.

(a) This Agreement shall automatically terminate, without any notice or other action by any Party, upon the earlier of (i) the Effective Time (as defined in the Business Combination Agreement) and (ii) the valid termination of the Business Combination Agreement in accordance with its terms.

(b) Upon termination of this Agreement as provided in the immediately preceding sentence, none of the Parties shall have any further obligations or liabilities under, or with respect to, this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the termination of this Agreement pursuant to Section 5(a)(ii) shall not affect any liability on the part of any Party for Fraud or for a Willful Breach of any covenant or agreement set forth in this Agreement prior to such termination, (ii) Sections 2(b), 2(c) and 19 shall each survive any termination of this Agreement, (iii) Section 2(a) shall survive the termination of this Agreement pursuant to Section 5(a) and (iv) Section 6 through 14 (in each case, to the extent related to any of the foregoing provisions that survive termination of this Agreement) shall each survive any termination of this Agreement.

(c) As used in this Agreement (i) "Fraud" means an act or omission committed by a Party, and requires: (A) a false or incorrect representation or warranty expressly set forth in this Agreement, (B) with actual knowledge (as opposed to constructive, imputed or implied knowledge) by the Party making such representation or warranty that such representation or warranty expressly set forth in this Agreement is false or incorrect, (C) an intention to deceive another Party, to induce him, her or it to enter into this Agreement, (D) another Party, in justifiable or reasonable reliance upon such false or incorrect representation or warranty expressly set forth in this Agreement, causing such Party to enter into this Agreement, and (E) another Party to suffer damage by reason of such reliance. For the avoidance of doubt, "Fraud" does not include any claim for equitable fraud, promissory fraud, unfair dealings fraud or any torts (including a claim for fraud or alleged fraud) based on negligence or recklessness and (ii) "Willful Breach" means a material breach of this Agreement that is a consequence of an act undertaken or a failure to act by the breaching Party with the knowledge that the taking of such act or such failure to act would, or would reasonably be expected to, constitute or result in a breach of this Agreement.

6. No Recourse. This Agreement may only be enforced against, and any action for breach of this Agreement may only be made against, the Parties, and without limiting the generality of the foregoing, none of the representatives of Pathfinder, the Company or the Shareholders shall have any liability arising out of or relating to this Agreement or the transactions contemplated hereby, including with respect to any claim (whether in tort, contract or otherwise) for breach of this Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, except as expressly provided herein.

7. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) by delivery in person, by e-mail (having obtained electronic delivery confirmation thereof (i.e., an electronic record of the sender that the e-mail was sent to the intended recipient thereof without an "error" or similar message that such e-mail was not received by such intended recipient)), or by registered or certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the other Parties as follows:

If to Pathfinder (prior to the Effective Time) or the Pathfinder Sponsor, to:

c/o Pathfinder Acquisition LLC
1950 University Avenue, Suite 350
Palo Alto, CA 94303
Attention: David Chung
Email: dchung@hggc.com

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

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Travis Lee Nelson, P.C.;
Ryan Brissette; and
Patrick Salvo
Email: travis.nelson@kirkland.com;
ryan.brissette@kirkland.com; and
patrick.salvo@kirkland.com

If to the Shareholders, to the addresses set forth on the signature page hereto.

If to the Company (or Pathfinder, following the Effective Time), to:

Movella Inc.
2570 N First Street #300
San Jose, CA 95131
Attention: Dennis Calderon
Email: dennis.calderon@movella.com

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

Pillsbury Winthrop Shaw Pittman LLP
2550 Hanover Street
Palo Alto, CA 94304
Attention: Allison M. Leopold Tilley; Drew Simon-Rooke
Email: allison@pillsburylaw.com; drew.simonrooke@pillsburylaw.com

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

8. Entire Agreement. This Agreement, the Note Purchase Agreement, the Note Documents, the Equity Purchase Documents and documents referred to herein and therein constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

9. Amendments and Waivers; Assignment. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Shareholders, Pathfinder Sponsor, the Company and Pathfinder. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assignable by the Shareholders or the Company without the prior written consent of Pathfinder Sponsor, and prior to the Effective Time, Pathfinder (to be withheld or given in each party's sole discretion). Any attempted assignment of this Agreement not in accordance with the terms of this Section 9 shall be void.

10. Fees and Expenses. Except as otherwise expressly set forth in the Business Combination Agreement or the Note Purchase Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; provided, that, any such fees and expenses incurred by Pathfinder Sponsor or its Affiliates on or prior to the Effective Time shall, in the sole discretion of Pathfinder Sponsor, be deemed to be fees and expenses of Pathfinder.

11. Remedies. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. 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 Shareholders do not perform their respective obligations under the provisions of this Agreement (including any failure by the Shareholders to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that each Party shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and

provisions of this Agreement, in each case, without posting a bond or undertaking and without proof of damages and this being in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

12. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the Parties and their respective successors and permitted assigns and is not intended, nor shall be construed, to give any Person, other than the Parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever by reason this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties, partners or participants in a joint venture.

13. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, or in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

14. Construction; Interpretation. The headings set forth in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any Party. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause set forth in this Agreement; (b) masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; (d) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (e) references to "$" or "dollar" or "US$" shall be references to United States dollars; (f) the word "or" is disjunctive but not necessarily exclusive; (g) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (h) the word "day" means calendar day unless business day is expressly specified; (i) references from or through any date mean from and including or through and including such date, respectively; (j) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; (k) all references to Articles, Sections, Exhibits or Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement; and (l) all references to any Law will be to such Law as amended, supplemented or otherwise modified or re-enacted from time to time. If any action under this Agreement is required to be done or taken on a day that is not a business day, then such action shall be required to be done or taken not on such day but on the first succeeding business day thereafter.

15. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

16. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

17. WAIVER OF JURY TRIAL. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY PROCEEDING, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR THERETO. IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH PROCEEDING, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY 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) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. Submission to Jurisdiction. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction, any state or federal court within the State of Delaware), for the purposes of any proceeding, claim, demand, action or cause of action (a) arising under this Agreement or (b) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby or any of the transactions contemplated thereby, and irrevocably and unconditionally waives any objection to the laying of venue of any such proceeding in any such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such proceeding has been brought in an inconvenient forum. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding claim, demand, action or cause of action against such Party (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby or any of the transactions contemplated thereby, (A) any claim that such Party is not personally subject to the jurisdiction of the courts as described in this Section 17 for any reason, (B) that such Party or such Party's property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) that (x) the proceeding, claim, demand, action or cause of action in any such court is brought against such Party in an inconvenient forum, (y) the venue of such proceeding, claim, demand, action or cause of action against such Party is improper or (z) this Agreement, or the subject matter hereof, may not be enforced against such Party in or by such courts. Each Party agrees that service of any process, summons, notice or document by registered mail to such party's respective address set forth in Section 7 shall be effective service of process for any such Proceeding, claim, demand, action or cause of action.

19. Trust Account Waiver. Reference is made to the final prospectus of Pathfinder, filed with the SEC (File No. 333-252498) on February 16, 2021 (the "Prospectus"). The Shareholders and the Company each acknowledges and agrees and understands that Pathfinder has established a trust account (the "Trust Account") containing the proceeds of its initial public offering and from certain private placements occurring simultaneously with such initial public offering (including interest accrued from time to time thereon) for the benefit of the public shareholders of Pathfinder's Class A ordinary shares (the "Pathfinder Shareholders"), and Pathfinder may disburse monies from the Trust Account only in the express circumstances described in the Prospectus. For and in consideration of Pathfinder entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Shareholders and the Company each hereby agrees that, notwithstanding the foregoing or anything to the contrary in this Agreement, none of the Shareholders nor the Company does now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any proposed or actual business relationship between Pathfinder or any of its representatives, on the one hand, and the Shareholders or the Company, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Trust Account Released Claims"). Each of the Shareholders and the Company hereby irrevocably waives any Trust Account Released Claims that it may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, or contracts with Pathfinder or its representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of any agreement with Pathfinder or its Affiliates).

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Transaction Support Agreement as of the date first above written.

PATHFINDER ACQUISITION CORPORATION

By: _____
Name:
Title:

PATHFINDER ACQUISITION LLC

By: _____
Name:
Title:

MOVELLA INC.

By: _____
Name:
Title:

[Signature Page to Transaction Support Agreement]

SHAREHOLDERS

FP CREDIT PARTNERS II, L.P.

By: FP Credit Partners GP II, L.P.
Its: General Partner

By: FP Credit Partners GP II Management, LLC
Its: General Partner

By: _____
Name:
Title:

FP CREDIT PARTNERS PHOENIX II, L.P.

By: FP Credit Partners GP II, L.P.
Its: General Partner

By: FP Credit Partners GP II Management, LLC
Its: General Partner

By: _____
Name:
Title:

Address for Notices:

If to the Shareholder, to:

1114 Avenue of the Americas, 15th Floor
New York, NY 10036
Attention: Steve Eisner
Email: Eisner@franciscopartners.com

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

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Ryan Maierson, Erika Weinberg and Haim Zaltzman
E-mail: Ryan.Maierson@lw.com; Erika.Weinberg@lw.com; Haim Zaltzman@lw.com

Exhibit 107

Calculation of Filing Fee Table

SC TO-T
(Form Type)

Pathfinder Acquisition Corporation
(Name of Subject Company - Issuer)

FP Credit Partners II, L.P.
FP Credit Partners Phoenix II, L.P.
(Names of Filing Persons - Offerors)

Table 1: Transaction Valuation

	Transaction Valuation	Fee Rate	Amount of Filing Fee
Fees to Be Paid	$ 75,000,000(1)	0.00011020	$ 8,265.00(2)
Fees Previously Paid			$ 0.00
Total Transaction Valuation	$ 75,000,000(1)		
Total Fees Due for Filing			$ 8,265.00
Total Fees Previously Paid			—
Total Fee Offsets			—
Net Fee Due			$ 8,265.00

(1) The transaction valuation is estimated solely for purposes of calculating the amount of the filing fee. FP Credit Partners II, L.P. and FP Credit Partners Phoenix II, L.P. are offering to purchase up to 7,5000,000 Class A ordinary shares, par value $0.0001 per share, of Pathfinder Acquisition Corporation (the "Company"), each of which was sold as part of the units issued in the Company's initial public offering, which closed on February 19, 2021, pursuant to a prospectus dated February 16, 2021, at the tender offer price of $10.00 in cash per Class A ordinary share.

(2) The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals $110.20 per $1,000,000 of the aggregate amount of the Transaction Valuation (or 0.011020% of the aggregate Transaction Valuation). The Transaction Valuation set forth above was calculated for the sole purpose of determining the filing fee and should not be used for any other purpose.