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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 8, 2021

MOTION ACQUISITION CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware	001-39618	85-2515483
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

c/o Graubard Miller
The Chrysler Business
405 Lexington Avenue
New York, New York 10174
(Address of Principal Executive Offices) (Zip Code)

(212) 818-8800
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A Common Stock and one-third of one redeemable warrant	MOTNU	The Nasdaq Stock Market LLC
Class A Common Stock, par value $0.0001 per share	MOTN	The Nasdaq Stock Market LLC
Redeemable warrants, exercisable for shares of Class A Common Stock at an exercise price of $11.50 per share	MOTNW	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement

On March 8, 2021, Motion Acquisition Corp., a Delaware corporation ("Parent"), entered into a Merger Agreement ("Merger Agreement") by and among Parent, Motion Merger Sub Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Ambulnz, Inc. (dba DocGo), a Delaware corporation (the "Company"). Pursuant to the Merger Agreement, the parties will enter into a business combination transaction by which Merger Sub will merge with and into the Company ("Merger"), with the Company being the surviving entity of the Merger and becoming a wholly-owned subsidiary of Parent. Concurrently with the consummation of the Merger, (i) each option and warrant of the Company that is outstanding and unexercised ("Convertible Securities") immediately prior to the effective time of the Merger ("Effective Time") will be assumed by Parent and will represent the right to acquire an adjusted number of shares of Parent Common Stock at an adjusted exercise price, and (ii) the outstanding shares of preferred stock of the Company issued and outstanding immediately prior to the Effective Time will be converted into shares of Class A common stock of the Company, in each case, pursuant to the terms of the Merger Agreement.

The Merger is expected to be consummated in the second quarter of 2021, following the receipt of required approval by the stockholders of Parent and the Company, required regulatory approvals, and the fulfilment of other conditions.

The following summary of the Merger Agreement is qualified in its entirety by the text of the Merger Agreement. The Merger Agreement is attached as an exhibit hereto and is incorporated herein by reference.

Consideration

Upon consummation of the Merger and following the conversion of preferred stock of the Company, each outstanding share of Class A common stock and Class B common stock of the Company will be exchanged for a pro rata portion of an aggregate of 83,600,000 shares ("Closing Shares") of Class A common stock, par value $0.0001 per share, of Parent ("Parent Common Stock"), less the number of Closing Shares reserved for issuance by Parent that will be underlying the Convertible Securities.

As part of the aggregate consideration payable to the Company's securityholders pursuant to the Merger Agreement, holders of the Company's Class A common stock and Class B common stock (including those holders of converted preferred stock of the Company) will also have the right to receive their pro rata portion of up to an aggregate of 5,000,000 shares of Parent Common Stock ("Contingent Shares") if the following stock price conditions are met: (i) 1,250,000 Contingent Shares if the closing price of the Parent Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the first anniversary of the closing date; (ii) 1,250,000 Contingent Shares if the closing price of the Parent Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the third anniversary of the closing date; (iii) 1,250,000 Contingent Shares if the closing price of the Parent Common Stock equals or exceeds $18.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the third anniversary of the closing date; and (iv) 1,250,000 Contingent Shares if the closing price of the Parent Common Stock equals or exceeds $21.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the fifth anniversary of the closing date.

Sponsor Escrow Agreement

Pursuant to the Merger Agreement, Motion Acquisition LLC ("Sponsor") will enter into an escrow agreement ("Sponsor Escrow Agreement") with Parent and Continental Stock Transfer & Trust Company, as escrow agent, in a form and on terms and conditions reasonably acceptable to the Company, providing that, immediately following the Effective Time, the Sponsor shall deposit an aggregate of 575,000 shares of Parent Common Stock ("Sponsor Earnout Shares") into escrow. The Sponsor Escrow Agreement will provide that such Sponsor Earnout Shares will either be released to the Sponsor or terminated and canceled by Parent if certain stock price conditions are met or not, as follows: (i) with respect to 287,500 Sponsor Earnout Shares, the closing price of the Parent Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the third anniversary of the closing date, and (ii) with respect to the remaining 287,500 Sponsor Earnout Shares, the closing price of the Parent Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the fifth anniversary of the closing date.

Governance

After the consummation of the Merger, the current officers of the Company will become the officers of Parent and will remain officers of the Company. The size of the board of directors of Parent will be increased to seven and Stan Vashovsky will be appointed as Chairman of the Board. The Company will have the right to designate four directors and Parent will have the right to designate two directors.

Representations and Warranties

The Merger Agreement contains representations and warranties of the Company relating, among other things, to proper organization and qualification; subsidiaries; the authorization, performance and enforceability against the Company of the Merger Agreement; absence of conflicts; compliance with laws; capitalization; financial statements and absence of undisclosed liabilities; absence of certain changes or events; assets, real property, and intellectual property; permits; tax matters; benefit plans; labor matters; environmental matters; the Company's material contracts; the Company's major customers and suppliers; transactions with affiliates; litigation; insurance; brokers' fees; anti-corruption matters; board and stockholder approval; healthcare regulatory compliance; and food and drug administration matters.

The Merger Agreement contains representations and warranties of each of Parent and Merger Sub relating, among other things, to proper organization and qualification; subsidiaries; the authorization, performance and enforceability against Parent and Merger Sub of the Merger Agreement; absence of conflicts; compliance with laws; capitalization; reports filed with the Securities and Exchange Commission ("SEC"), financial statements, and compliance with the Sarbanes-Oxley Act; absence of certain changes or events; Parent's trust account; assets and real property; intellectual property matters; tax matters; benefit plans and labor matters; Parent's material contracts; transactions with affiliates; litigation; the listing of Parent's securities on the Nasdaq Capital Market ("Nasdaq"); brokers' fees; restrictions on business activities; and board approval.

Covenants

The Merger Agreement includes customary covenants of the parties with respect to business operations prior to consummation of the Merger and efforts to satisfy conditions to the consummation of the Merger.

Conditions to Closing

General Conditions

Consummation of the Merger is conditioned on approval by Parent's stockholders. In addition, the consummation of the Merger is conditioned upon, among other things:

- no order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority or statute, rule or regulation that is in effect and prohibits or enjoins the consummation of the Merger;
- the Registration Statement shall have become effective in accordance with the provisions of the Securities Act of 1933, as amended ("Securities Act"), no stop order shall have been issued by the SEC which remains in effect with respect to the Registration Statement, and no proceeding seeking such a stop order shall have been threatened or initiated by the SEC which remains pending;
- approval of the Merger by the Company's stockholders;
- Parent having at least $5,000,001 of net tangible assets remaining immediately prior to or upon consummation of the Merger, as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended ("Exchange Act");
- all specified waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended shall have expired and no governmental entity shall have enacted, issued, promulgated, enforced, or entered any statute, rule, regulation, executive order, decree, injunction, or other order which has the effect of making the Merger illegal, prohibiting the consummation thereof, causing any of the transactions consummated by the Merger Agreement to be rescinded, or affecting materially and adversely the right of Parent to own, operate, or control a material portion of the assets of the Company and its subsidiaries, taken as a whole, following the Mergers; and
- the Company having obtained all necessary approvals of the New York Department of Health with respect to the Merger and other transactions contemplated by the Merger Agreement.

The Company's Conditions to Closing

The obligations of the Company to consummate the Merger are also conditioned upon, among other things:

- the accuracy of the representations and warranties of Parent and Merger Sub;
- performance of the covenants of Parent and Merger Sub required by the Merger Agreement to be performed on or prior to the closing;

- the Company having received good standing certificates of each of Parent and Merger Sub from its jurisdiction of incorporation;
- no material adverse effect with respect to Parent shall have occurred between the date of the Merger Agreement and the closing of the Merger;
- the aggregate amount remaining in Parent's trust account after taking into account redemptions by Parent's public stockholders and other permitted disbursements, unpaid transaction expenses of the Company and Parent, and the proceeds of the PIPE (defined below), shall equal or exceed $175,000,000 ("Minimum Cash Condition"); and
- the Parent Common Stock shall have been approved for listing on Nasdaq, subject to round lot holder requirements.

Parent's and Merger Sub's Conditions to Closing

The obligations of Parent and Merger Sub to consummate the Merger are also conditioned upon, among other things:

- the accuracy of the representations and warranties of the Company;
- performance of the covenants of the Company required by the Merger Agreement to be performed on or prior to the closing;
- Parent having received good standing certificates of each of the Company and Ambulnz Holdings LLC from its jurisdiction of incorporation or formation; and
- no material adverse effect with respect to the Company shall have occurred between the date of the Merger Agreement and the closing of the Merger.

Waivers

Either Parent or the Company may waive, to the extent permitted by law, any inaccuracies in the representations and warranties made to such party contained in the Merger Agreement or in any document delivered pursuant to the Merger Agreement and waive compliance with any agreements or conditions for the benefit of itself or such party contained in the Merger Agreement or in any document delivered pursuant to the Merger Agreement. Notwithstanding the foregoing, pursuant to Parent's amended and restated certificate of incorporation, Parent cannot consummate the Merger if it has less than $5,000,001 of net tangible assets remaining either immediately prior to or upon consummation of the Merger.

Termination

The Merger Agreement may be terminated:

- by mutual written consent of Parent and the Company;
- by either Parent or the Company if the Merger has not been consummated on or before November 8, 2021 ("Outside Date"), provided that the right to terminate the Merger Agreement on this basis will not be available to any party whose action or failure to act has been a principal cause of or primarily resulted in the failure of the Merger to occur on or before such date and such action or failure to act constitutes a breach of the Merger Agreement;
- by either Parent or the Company if a governmental authority shall have issued an order, decree or ruling or taken any other action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger, which order, decree, judgment, ruling or other action is final and non-appealable;
- by either Parent or the Company if the Parent stockholder meeting has been held, has concluded, Parent's stockholders have duly voted and the required approval of Parent's stockholders was not obtained;
- by either Parent or the Company if the Company has not received the required approval of the Company's stockholders within fifteen days following the effective date of the Registration Statement;
- by either Parent or the Company if the other party has breached any of its covenants or representations and warranties in any material respect and has not cured by the Outside Date, provided that the terminating party is itself not in material breach;
- by Parent if the PCAOB Audited Financial Statements are not delivered to Parent by June 30, 2021; or
- by Parent within three business days after delivery of the PCAOB audited financial statements of the company if (i) the opinion of the PCAOB auditor with respect to the PCAOB audited financial statements is not an unqualified opinion or (ii) if the top-line revenue reported in the statement of operations of the PCAOB audited financial statements of the Company for the year ended December 31, 2020 is materially different from the top-line revenue reported in the statement of operations of the unaudited financial statements of the Company for the year ended December 31, 2020.

Incentive Equity Plan

Prior to the effectiveness of the Registration Statement and pursuant to the Merger Agreement, Parent will adopt an incentive equity plan, the form and terms of which shall be prepared by the Company and be reasonably acceptable to Parent and the Company, reserving a number of Parent Common Stock for grants thereunder.

Employment Agreements

Prior to the closing of the Merger Agreement and pursuant to the terms thereto, Parent will use commercially reasonable efforts to enter into employment agreements with certain executives of the Company, effective at the Closing, the form and terms of which shall be prepared by the Company and be reasonably acceptable to Parent and the Company.

Registration Rights Agreement

Concurrently with the closing of the Merger, Parent will amend and restate its existing registration rights agreement, pursuant to which Parent will agree to register for resale under the Securities Act, after the lapse or expiration of any transfer restrictions, lock-up, or escrow provisions which may apply, the shares of Parent Common Stock held by persons who are or will be affiliates of Parent after the completion of the Merger (including shares of Parent Common Stock issuable upon conversion or exercise of warrants or other convertible securities of Parent).

Other Agreements Entered into in Connection with the Merger Agreement

Company Support Agreements

Concurrently with the execution of the Merger Agreement, Parent and holders of Company capital stock who hold at least a majority of the then-outstanding shares of the Company's Class A common stock and Series A preferred stock, voting together as a single class on an as-converted basis, and holders of at least a majority of the then-outstanding shares of the Company's Series A preferred stock, voting as a separate class, entered into agreements ("Support Agreements") pursuant to which they agreed to (i) approve the Company's entry into the Merger Agreement and conversion of Series A preferred stock into Class A common stock of the Company immediately prior to the Effective Time, in each case pursuant to the terms of the governing documents of the Company, (ii) vote their shares of the Company's Class A common stock and Series A preferred stock in favor of the Merger Agreement and the transactions contemplated thereby and execute a written consent in favor of the Merger and the adoption of the Merger Agreement, (iii) vote all such shares in favor of any proposal to adjourn a meeting of the stockholders at which there is a proposal to adopt the Merger Agreement if there are not sufficient votes to adopt the proposals set forth in the preceding clause (i), (iv) vote all such shares against any proposal, offer, or submission with respect to a competing transaction described in Section 4.3 (Exclusivity) of the Merger Agreement, (v) not to engage in any transactions involving the securities of Parent prior to the Effective Time, and (vi) not to transfer, assign, or sell such covered shares, except to certain permitted transferees, prior to the consummation of the Merger.

Lock-Up Agreements

Concurrently with the execution of the Merger Agreement, Parent, the Company, and the Company stockholders who will hold 72.19% of the fully-diluted equity of Parent following the consummation of the Merger entered into lock-up agreements (the "Lock-up Agreements"), providing that such Company stockholders will not transfer the Closing Shares or Contingent Shares received by such stockholders for a period of six (6) months following the consummation of the Merger, in each case on the terms and subject to the provisions set forth therein.

Sponsor Agreement

Concurrently with the execution of the Merger Agreement, Parent, the Company, and Sponsor entered into an agreement ("Sponsor Agreement") providing for the Sponsor's waiver of the anti-dilution and conversion price adjustments set forth in Parent's Amended and Restated Certificate of Incorporation. As a result of such waiver, all Class B common stock of Parent will convert on a one-to-one basis into Parent Common Stock concurrently with the Closing of the Merger Agreement.

Subscription Agreements

Parent engaged Barclays Capital Inc. and Deutsche Bank Securities Inc. as co-lead private placement agents, and engaged Canaccord Genuity LLC as co-placement agent for a private placement of Parent Common Stock.

Concurrently with the execution of the Merger Agreement, Parent entered into subscription agreements ("Subscription Agreements") with certain qualified institutional buyers and institutional accredited investors (collectively, the "Investors"), pursuant to which Parent will, substantially concurrently with, and contingent upon, the consummation of the Merger, issue an aggregate of 12,500,000 shares of Parent Common Stock to the Investors at a price of $10.00 per share, for aggregate gross proceeds to Parent of $125,000,000 (the "PIPE"). The closing of the Subscription Agreements is conditioned upon, among other things, (i) the substantially concurrent consummation of the Merger, (ii) the accuracy of all representations and warranties of Parent and the Investors in the Subscription Agreements, and (iii) the Merger Agreement shall not have been amended or modified, and no waiver shall have occurred thereunder, that would reasonably be expected to materially and adversely affect the economic benefits that the Investor would reasonably expect to receive under the Subscription Agreement without having received the Investor's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

Parent has agreed that, as soon as reasonably practicable, but in no event later than 30 calendar days following the closing date of the Merger, it shall file a registration statement with the SEC covering the resale by the Investors of the shares of Parent Common Stock issued to them in the PIPE and use its best efforts to have such registration statement declared effective as promptly as practicable thereafter, but in no event later than the earlier of 60 calendar days after filing (or 90 calendar days in the event the SEC issues written comments) or the 10th business day after Parent is notified that the registration statement will not be subject to review or further review.

Parent has agreed that, as soon as reasonably practicable, but in no event later than 30 calendar days following the closing date of the Merger, it shall file a registration statement with the SEC covering the resale by the Investors of the shares of Parent Common Stock issued to them in the PIPE and use its best efforts to have such registration statement declared effective as promptly as practicable thereafter, but in no event later than the earlier of 60 calendar days after filing (or 90 calendar days in the event the SEC issues written comments) or the 10th business day after Parent is notified that the registration statement will not be subject to review or further review.

The shares of Parent Common Stock were offered and sold to the Investors in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act, based on the fact that the sale will have been made without any general solicitation or advertising and based on representations from each Investor that (a) it was a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), (b) it was purchasing the shares of Parent Common Stock for its own account investment, and not with a view to distribution, (c) it had been given full and complete access to information regarding Parent, the Company, and the Merger, and (d) it understood that the offer and sale of the shares of Parent Common Stock was not registered and the shares may not be publicly sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.

The foregoing description of the Support Agreements, Lock-up Agreements, Sponsor Agreement, and Subscription Agreements is qualified in its entirety by reference to the full text of the Support Agreement, form of Lock-up Agreement, Sponsor Agreement, and form of Subscription Agreement attached as exhibits hereto and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 relating to the Subscription Agreements is incorporated by reference herein.

Item 7.01 Regulation FD Disclosure

The information set forth below under this Item 7.01, including the exhibits attached hereto, is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Attached as Exhibit 99.1 to this Current Report on Form 8-K is the joint press release issued by Parent and the Company on March 9, 2021 related to the proposed Merger.

Attached as Exhibit 99.2 to this Current Report on Form 8-K is the investor presentation dated March 2021 used by Parent in presentations to certain of its stockholders and other persons interested in purchasing Parent Common Stock in connection with the transactions described herein.

Additional Information and Where to Find It

Commencing shortly after the filing of this Current Report on Form 8-K, Parent intends to hold presentations for certain of its stockholders, as well as other persons who might be interested in purchasing Parent's securities, in connection with the proposed transactions with the Company, as described in this Current Report on Form 8-K. This Current Report on Form 8-K, including some or all of the exhibits hereto, may be distributed to participants at such presentations.

Parent intends to file a registration statement on Form S-4 with the SEC, which will include a document that serves as a prospectus and proxy statement of Parent, referred to as a proxy statement/prospectus, and certain related documents, to be used at the meeting of Parent's stockholders to approve the proposed business combination and related matters. **Investors and security holders of Parent are urged to read the registration statement, the proxy statement/prospectus, and any amendments thereto, and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction as they become available because they will contain important information about Parent, the Company, and the proposed transaction.** The definitive proxy statement will be mailed to Parent's stockholders as of a record date to be established for voting on the proposed business combination. Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by Parent, once such documents are filed, through the website maintained by the SEC at www.sec.gov.

The documents filed by Parent with the SEC also may be obtained free of charge at Motion's website at https://motionacquisition.com or upon written request to Motion's counsel, Graubard Miller, 405 Lexington Avenue, New York, NY 10174.

The information contained on, or that may be accessed through, the websites referenced in this Current Report on Form 8-K is not incorporated by reference into, and is not a part of, this Current Report on Form 8-K.

Participants in Solicitation

Parent, the Company, and certain of their respective directors and executive officers, under SEC rules, may be deemed to be participants in the eventual solicitation of proxies from Parent's stockholders in connection with the proposed transaction. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraphs.

No Offer or Solicitation

This Current Report on Form 8-K and the exhibits hereto shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction. This Current Report on Form 8-K also shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

Forward-Looking Statements

Certain statements included in this Current Report on Form 8-K and the exhibits hereto are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "predict," "potential," "seem," "seek," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other financial and performance metrics and projections of market opportunity.

These statements are based on various assumptions, whether or not identified in this press release, and on the current expectations of the Company's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of Parent and the Company. Some important factors that could cause actual results to differ materially from those in any forward-looking statements could include changes in domestic and foreign business, market, financial, political and legal conditions. Further, these forward-looking statements are subject to a number of risks and uncertainties, including: the conditions to the completion of the Merger, including the required approval by Parent's stockholders, may not be satisfied on the terms expected or on the anticipated schedule; the parties' ability to meet expectations regarding the timing and completion of the Merger; the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; the approval by Parent's stockholders of an amendment to Parent's organizational documents to extend the date by which Parent must complete its initial business combination in order to have adequate time to close the proposed transaction; the outcome of any legal proceedings that may be instituted against Parent related to the merger or the Merger Agreement; the amount of the costs, fees, expenses and other charges related to the merger; the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination; failure to realize the anticipated benefits of the proposed business combination; risks relating to the uncertainty of the projected financial information with respect to the Company; the Company's ability to successfully expand its service offerings; competition; the uncertain effects of the COVID-19 pandemic; and those factors discussed in the registration statement, proxy statement/prospectus, and other documents filed, or to be filed, by Parent with SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither Parent nor the Company presently know or that Parent and the Company currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.

In addition, forward-looking statements reflect Parent's and the Company's expectations, plans or forecasts of future events and views as of the date of this Current Report on Form 8-K. Parent and the Company anticipate that subsequent events and developments will cause Parent's and the Company's assessments to change. However, while Parent and the Company may elect to update these forward-looking statements at some point in the future, Parent and the Company specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing Parent's and the Company's assessments as of any date subsequent to the date of this Current Report on Form 8-K. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Any financial projections in this Current Report on Form 8-K or the exhibits hereto are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Parent's and the Company's control. While all projections are necessarily speculative, Parent and the Company believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this press release should not be regarded as an indication that Parent and the Company, or their respective representatives and advisors, considered or consider the projections to be a reliable prediction of future events.

This Current Report on Form 8-K, including its exhibits, is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Parent and is not intended to form the basis of an investment decision in Parent. All subsequent written and oral forward-looking statements concerning Parent and the Company, the proposed business combination or other matters and attributable to Parent, the Company, or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

Non-GAAP Financial Information

Some of the Company's financial information and data contained herein and in the exhibits hereto does not conform to SEC Regulation S-X in that it includes certain financial information not derived in accordance with United States Generally Accepted Accounting Principles ("GAAP"). Accordingly, such information and data will be adjusted and presented differently in the registration statement filed with the SEC. Parent and the Company believe that the presentation of non-GAAP measures provides information that is useful to investors as it indicates more clearly the ability of the Company to meet capital expenditures and working capital requirements and otherwise meet its obligations as they become due and facilitates comparison of the results of its business operations between its current, past, and projected future periods.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
2.1*	Merger Agreement, dated as of March 8, 2021, by and among Motion Acquisition Corp., Motion Merger Sub Corp., and Ambulnz, Inc.
10.1	Form of Subscription Agreement.
10.2	Form of Support Agreement
10.3	Form of Lock-Up Agreement.
10.4	Sponsor Agreement, dated as of March 8, 2021, by and among Motion Acquisition Corp., Ambulnz, Inc., and Motion Acquisition LLC.
99.1	Joint Press Release dated March 9, 2021.
99.2	Investor Presentation dated March 2021.

* Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). Parent agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

SIGNATURE

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

Dated: March 9, 2021

MOTION ACQUISITION CORP.

By: /s/ Rick Vitelle
Name: Rick Vitelle
Title: Chief Financial Officer

Exhibit 2.1

MERGER AGREEMENT

by and among

MOTION ACQUISITION CORP.,

MOTION MERGER SUB CORP.

and

AMBULNZ, INC.

Dated as of March 8, 2021

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MERGER AGREEMENT

This MERGER AGREEMENT (as amended, modified or supplemented from time to time, this "Agreement") is made and entered into as of March 8, 2021, by and among Motion Acquisition Corp., a Delaware corporation ("Parent"), Motion Merger Sub Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Ambulnz, Inc., a Delaware corporation (the "Company"). Parent, Merger Sub and the Company are sometimes referred to individually as a "Party" and collectively as the "Parties." Except as otherwise indicated, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Appendix A of this Agreement.

RECITALS

WHEREAS, upon the terms and subject to the conditions of this Agreement, and in accordance with the Delaware General Corporation Law (the "DGCL"), the Parties intend to enter into a business combination transaction by which Merger Sub will merge with and into the Company (the "Merger"), with the Company being the surviving entity of the Merger ("Surviving Corporation") and a wholly owned subsidiary of Parent, in exchange for the Company's stockholders receiving shares of Parent Class A Common Stock as provided in this Agreement;

WHEREAS, the boards of directors of each of Parent, Merger Sub and the Company have determined that the Merger is fair to, and in the best interest of, their respective companies and their respective stockholders; and

WHEREAS, the Parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and intend that the Merger shall constitute a transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE I
THE MERGER AND RELATED MATTERS

Section 1.1. The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the DGCL, Merger Sub shall merge with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the Surviving Corporation after the Merger. The Merger will be consummated immediately upon the filing of a certificate of merger ("Certificate of Merger"), or upon such other time and date as agreed by the Parties and set forth in the Certificate of Merger, pursuant to the DGCL (the "Effective Time"). The effect of the Merger will be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, by virtue of the Merger and without any further action on the part of the Parties or the Company Stockholders, all of the property, rights, privileges, powers, franchises, debts, liabilities, and duties of Merger Sub and the Company shall vest in the Company as the Surviving Corporation following the Merger. The Parties intend that this Agreement shall constitute a "plan of merger" for all purposes under the DGCL.

Section 1.2. Governing Documents. Subject to the terms and conditions of this Agreement, the Charter Documents of Merger Sub will become the Charter Documents of the Surviving Corporation, except that the name of the Surviving Corporation will be "Ambulnz, Inc."

Section 1.3. Effect on Securities. Subject to the terms and conditions of this Agreement, by virtue of the Merger and without any further action on the part of the Parties or the Company Stockholders, the following shall occur:

(a) Conversion of Company Common Stock. Other than any shares to be canceled pursuant to Section 1.3(e), at the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (including shares of Company Class A Common Stock issued upon the Company Preferred Stock Conversion in accordance with Section 1.3(b)) will be automatically converted into the right to receive (i) such number of shares of Parent Class A Common Stock equal to the Exchange Ratio (the "Per Share Merger Consideration") and (ii) a pro rata portion of the Contingent Shares, if earned in accordance with Section 1.7.

(b) Conversion of Company Preferred Stock. Each share of Company Preferred Stock issued and outstanding immediately prior to the Effective Time will be automatically converted into such number of shares of Company Class A Common Stock equal to the quotient of (x) $3,000 *divided by* (y) the Series A Conversion Price (as defined in the Company's Charter Documents) (such conversions, the "Company Preferred Stock Conversion"). Following the Company Preferred Stock Conversion, all of the shares of Company Preferred Stock shall be canceled or terminated, as applicable, shall no longer be outstanding and shall cease to exist, and no payment or distribution shall be made with respect thereto, and each holder of Company Preferred Stock shall thereafter cease to have any rights with respect to such securities, other than the right to receive a pro rata portion of the Contingent Shares, if earned in accordance with Section 1.7.

(c) Assumption of Company Stock Options. At the Closing, each then outstanding option exercisable for shares of Company Common Stock ("Company Stock Option"), whether vested or unvested, will be assumed by Parent and automatically be assumed and converted into an option to purchase shares of Parent Class A Common Stock ("Substitute Options") as set forth below. Each Substitute Option will be subject to the terms and conditions of the Parent Plan and will continue to have, and be subject to, the same terms and conditions set forth in the applicable documents evidencing the terms of the Company Stock Option (including any applicable incentive plan and stock option agreement or other document evidencing such Company Stock Option) immediately prior to the Closing, including any repurchase rights or vesting provisions, except that (i) each Substitute Option will be exercisable (or will become exercisable in accordance with its terms) for that number of whole shares of Parent Class A Common Stock equal to the product of the number of shares of Company Common Stock that were issuable upon exercise of such Company Stock Option immediately prior to the Closing multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Class A Common Stock and (ii) the per share exercise price for the shares of Parent Class A Common Stock issuable upon exercise of such Substitute Option will be equal to the quotient determined by dividing the exercise price per share of Company Common Stock at which such Company Stock Option was exercisable immediately prior to the Closing by the Exchange Ratio, rounded up to the nearest whole cent. The Company shall take no action, other than those actions contemplated by this Agreement, that will cause or result in the accelerated vesting of the assumed Company Stock Options. Each Substitute Option shall be vested immediately following the Closing as to the same percentage of the total number of shares subject thereto as the Company Stock Option was vested as to immediately prior to the Closing. As soon as reasonably practicable following the Closing Date, Parent will use commercially reasonable efforts to issue to each Person who holds a Substitute Option a document evidencing the foregoing assumption of such Company Stock Option by Parent.

(d) Assumption of Company Warrants. At the Closing, without any action on the part of the holders of any warrants exercisable for shares of Company Common Stock ("Company Warrants"), each then outstanding Company Warrant, whether or not exercisable on the Closing Date, will be assumed by Parent and automatically be assumed and converted into a warrant to purchase shares of Parent Class A Common Stock ("Substitute Warrants") as set forth below. Each Substitute Warrant will continue to have, and be subject to, the same terms and conditions set forth in the applicable documents evidencing the terms of the Company Warrants immediately prior to the Closing, including any repurchase rights or vesting provisions, except that (i) each Substitute Warrant will be exercisable (or will become exercisable in accordance with its terms) for that number of whole shares of Parent Class A Common Stock equal to the product of the number of shares of Company Common Stock that were issuable upon exercise of such Company Warrant immediately prior to the Closing multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Class A Common Stock and (ii) the per share exercise price for the shares of Parent Class A Common Stock issuable upon exercise of such Substitute Warrant will be equal to the quotient determined by dividing the exercise price per share of Company Common stock at which such Company Warrant was exercisable immediately prior to the Closing by the Exchange Ratio, rounded up to the nearest whole cent. The Company shall take no action, other than those actions contemplated by this Agreement, that will cause or result in the accelerated vesting of unvested Company Warrants. Each Substitute Warrant shall be vested immediately following the Closing as to the same percentage of the total number of shares subject thereto as the Company Warrant was vested as to immediately prior to the Closing. As soon as reasonably practicable following the Closing Date, Parent will use commercially reasonable efforts to issue to each Person who holds a Substitute Warrant a document evidencing the foregoing assumption of such Company Warrant by Parent.

(e) Cancellation of Treasury and Parent-Owned Shares. Each share of Company Common Stock held by the Company or Parent or any direct or indirect wholly owned Subsidiary of any of the foregoing immediately prior to the Closing shall be canceled and extinguished without any conversion or payment in respect thereof.

(f) Adjustments. The Parent Class A Common Stock issuable pursuant to this Section 1.3 as Per Share Merger Consideration shall be equitably adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Class A Common Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Parent Class A Common Stock occurring on or after the date hereof and prior to the Effective Time (or, as it relates to the Contingent Shares, prior to the date of issuance of such Contingent Shares in accordance with Section 1.7).

(g) Fractional Shares. No fraction of a share of Parent Class A Common Stock will be issued by virtue of the Merger or in accordance with Section 1.7, and each holder of Company Common Stock who would otherwise be entitled to a fraction of a share of Parent Class A Common Stock at any time the Parent Class A Common Stock is distributed to any such Person pursuant to this Agreement (after aggregating all fractional shares that otherwise would be received by such holder in connection with such distribution) shall receive from Parent, in lieu of such fractional share: (i) one share of Parent Class A Common Stock if the aggregate amount of fractional shares of Parent Class A Common Stock such holder of Company Common Stock would otherwise be entitled to is equal to or exceeds 0.50; or (ii) no shares of Parent Class A Common Stock if the aggregate amount of fractional shares of Parent Class A Common Stock such holder of Company Common Stock would otherwise be entitled to is less than 0.50.

(h) Conversion of Merger Sub Stock into Stock of the Surviving Corporation. Each share of capital stock of Merger Sub outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers, preferences, and privileges as the shares so converted. From and after the Effective Time, each share of capital stock of Merger Sub shall no longer be outstanding and shall automatically be canceled and cease to exist.

(i) No Further Ownership Rights. Until surrendered as contemplated by Section 1.4, the Company Common Stock shall be deemed, from and after the Closing, to represent only the right to receive the Per Share Merger Consideration and any dividends or other distributions as contemplated by Section 1.3(f). If, after the Closing, any of the Company's securities are presented to Parent or the Company for any reason, they shall be canceled and exchanged as provided in this Agreement.

Section 1.4. Exchange Procedures.

(a) Appointment of Exchange Agent. Parent and the Company shall appoint Continental Stock Transfer & Trust Company ("Continental") or another mutually agreeable bank or trust company, to act as exchange agent ("Exchange Agent") for the distribution of the Per Share Merger Consideration to the Company Stockholders pursuant to this Section 1.4 and an exchange agent agreement in form and substance mutually agreeable to Parent and the Company ("Exchange Agent Agreement").

(b) Delivery of Consideration to Exchange Agent. Immediately prior to the Effective Time, Parent will deliver or cause to be delivered to the Exchange Agent a number of shares of Parent Class A Common Stock equal to the total Per Share Merger Consideration. The Exchange Agent will be deemed to be the agent for the Company Stockholders for the purpose of receiving the Per Share Merger Consideration and the Contingent Shares to the extent issuable under Section 1.7, and delivery of shares of Parent Class A Common Stock to the Exchange Agent will be deemed to be delivery to the Company Stockholders at the Effective Time, with respect to the Per Share Merger Consideration, or at the time such Contingent Shares are earned, in accordance with Section 1.7. Until they are distributed, the shares of Parent Class A Common Stock held by the Exchange Agent will be deemed to be outstanding from and after the Effective Time, but the Exchange Agent will not vote those shares or exercise any rights of a stockholder with regard to them. If any dividends or distributions are paid with regard to shares of Parent Class A Common Stock while they are held by the Exchange Agent, the Exchange Agent will hold the dividends or distributions, uninvested, until shares of Parent Class A Common Stock are distributed to the Company Stockholders, at which time the Exchange Agent will distribute the dividends or distributions that have been paid with regard to those shares of Parent Class A Common Stock to the former Company Stockholders.

(c) Letters of Transmittal. As soon as reasonably practicable after the SEC Approval Date, the Company will deliver to each Company Stockholder and holder of vested Company Stock Options a letter of transmittal (and any instructions related thereto) in form and substance reasonably acceptable to Parent and the Company (the "Letter of Transmittal") to be completed and executed by such Person to receive such Company Stockholder's Per Share Merger Consideration as contemplated by Section 1.3 and such Company Stockholder's pro rata portion of the Contingent Shares, if issuable pursuant to Section 1.7. The Letter of Transmittal will contain, among other things, customary representations of each Company Stockholder or holder of Company Stock Options relating to (as applicable) existence, power and authority, due authorization, due execution, enforceability and ownership of the Company securities owned by such Person.

(d) Delivery of Per Share Merger Consideration. No later than two (2) Business Days prior to the Closing Date, the Company shall provide to Parent and the Exchange Agent all Letters of Transmittal received from Company Stockholders as of such date, together with the share certificate(s) evidencing the Company Common Stock or Company Preferred Stock or evidence that such shares have been transferred by book entry transfer to an account established by the Exchange Agent. At the Closing, the Exchange Agent shall issue to the applicable Company Stockholder (or its designee) the Per Share Merger Consideration to which such Company Stockholder is entitled under Section 1.3.

(e) Delivery of Contingent Shares. Upon receipt by the Exchange Agent of the Earnout Instruction, the Exchange Agent shall issue to the applicable Company Stockholder (or its designee) the Company Stockholder's pro rata portion of the Contingent Shares.

(f) Termination of Exchange Agreement. On the date that is twelve (12) months after the Closing Date, Parent shall instruct the Exchange Agent to deliver to Parent any portion of the Per Share Merger Consideration deposited with the Exchange Agent that remains undistributed to the Company Stockholders pursuant to instructions provided to the Exchange Agent by Parent at such time, unless required otherwise by applicable Legal Requirements. Thereafter, any Company Stockholders who have not complied with the provisions of this Agreement for receiving their Per Share Merger Consideration from the Exchange Agent shall look only to Parent for such amounts.

Section 1.5. The Closing. The closing of the Transactions (the "Closing") shall take place remotely at a time and date to be specified in writing by the Parties, no later than the second Business Day following the satisfaction or waiver of each of the conditions set forth in ARTICLE VI hereof (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing), or at such other time and place as may be agreed to by Parent and the Company. Subject to the provisions of ARTICLE VII of this Agreement, the failure to consummate the Closing on the date and time determined pursuant to this Section 1.5 will not result in the termination of this Agreement and will not relieve any Party of any obligation under this Agreement.

Section 1.6. Deliveries at Closing.

(a) At the Closing, Parent or Merger Sub shall, as applicable, deliver or cause to be delivered to the Company:

(i) a certified copy of the Parent A&R Charter and Parent A&R Bylaws;

(ii) a copy of the A&R Registration Rights Agreement, duly executed by Parent and Sponsor;

(iii) a copy of the Sponsor Escrow Agreement, duly executed by Parent and Continental;

(iv) a copy of the Trust Termination Letter, duly executed by Parent;

(v) copies of the D&O Resignation Letters, duly executed by the applicable directors and officers of Parent and Merger Sub in accordance with Section 5.2(e);

(vi) copies of resolutions and actions taken by Parent's and Merger Sub's boards of directors and stockholders in connection with the approval of this Agreement and the Transactions;

(vii) a copy of the Parent Closing Certificate, duly executed by Parent; and

(viii) (A) all other documents, instruments or certificates required to be delivered by Parent at or prior to the Closing pursuant to Section 6.3; and (B) such other documents, instruments, or certificates as shall reasonably be required by the Company and its counsel in order to consummate the Transactions.

(b) At the Closing, the Company shall deliver or cause to be delivered to Parent and Merger Sub:

(i) a copy of the Certificate of Merger, duly executed by the Company;

(ii) a copy of the A&R Registration Rights Agreement, duly executed by the Company and the Company Stockholders party thereto;

(iii) copies of resolutions and actions taken by the Company's board of directors and stockholders in connection with the approval of this Agreement and the Transactions;

(iv) a copy of the Company Closing Certificate, duly executed by the Company; and

(v) (A) all other documents, instruments or certificates required to be delivered by the Company at or prior to the Closing pursuant to Section 6.2; and (B) such other documents, instruments, or certificates as shall reasonably be required by Parent and its counsel in order to consummate the Transactions.

Section 1.7. Earnout.

(a) The Company Stockholders shall be issued their pro rata portion of such number of Contingent Shares, fully paid and free and clear of all Liens other than applicable federal and state securities law restrictions, as set forth below upon satisfaction of any of the following conditions (each, an "Earnout Condition"):

(i) 1,250,000 Contingent Shares if the closing price of the Parent Class A Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the first anniversary of the Closing Date;

(ii) 1,250,000 Contingent Shares if the closing price of the Parent Class A Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the third anniversary of the Closing Date;

(iii) 1,250,000 Contingent Shares if the closing price of the Parent Class A Common Stock equals or exceeds $18.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the third anniversary of the Closing Date; and

(iv) 1,250,000 Contingent Shares if the closing price of the Parent Class A Common Stock equals or exceeds $21.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the fifth anniversary of the Closing Date.

(b) Each Earnout Condition will be evaluated on a stand-alone basis, without reference to any other Earnout Condition. If an Earnout Condition is satisfied, within five (5) Business Days after the last trading day in such thirty-day period, Parent shall instruct the Exchange Agent to issue the Contingent Shares earned therefrom to each Company Stockholder in such amounts equal to each Company Stockholder's Applicable Percentage *multiplied by* such number of Contingent Shares corresponding to the applicable Earnout Condition (the "Earnout Instruction"), with no action being required on the part of the Company Stockholders.

(c) Until the Contingent Shares are issued in accordance with this Section 1.7, (i) the right to receive any Contingent Shares is not transferable except by operation of Legal Requirements relating to descent and distribution, divorce and community property, and does not constitute an equity or ownership interest in Parent, and (ii) the Company Stockholders shall not have any rights as a shareholder of Parent as a result of the Company Stockholders' right to receive any Contingent Shares hereunder.

(d) From and after the Closing, at all times a Contingent Share remains subject to an Earnout Condition, Parent will keep available for issuance a sufficient number of unissued shares of Parent Class A Common Stock to permit Parent to satisfy its issuance obligations set forth in this Section 1.7 and will take all actions required to increase the authorized number of shares of Parent Class A Common Stock if at any time there will be insufficient unissued shares of Parent Class A Common Stock to permit such reservation.

(e) The Contingent Shares and the underlying target price for each Earnout Condition set forth in Section 1.7(a) will be adjusted appropriately to reflect any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Class A Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Parent Class A Common Stock, occurring on or after the date hereof and prior to the time any such Contingent Shares are issued. It is the intent of the Parties that such adjustments will be made in order to provide to the Company Stockholders the same economic effect as contemplated by this Agreement as if no change with respect to the Parent Class A Common Stock had occurred.

Section 1.8. Sponsor Agreement. Concurrently with the execution of this Agreement, the Sponsor, Company and Parent have entered into an agreement ("Sponsor Agreement") providing that the Sponsor unconditionally and irrevocably waives its anti-dilution or conversion price adjustment rights pursuant to Article FOURTH Section B.2(ii) of Parent's Amended and Restated Certificate of Incorporation. Unless otherwise approved in writing by the Company, Parent shall not make any amendment or modification to, or any waiver (in whole or in part) of, any provision or remedy under, or consent to the termination or replacement of, the Sponsor Agreement.

Section 1.9. Sponsor Escrow Agreement. On or prior to the Closing Date, the Sponsor, Parent, and Continental shall enter into an escrow agreement in a form and on terms and conditions reasonably acceptable to the Company ("Sponsor Escrow Agreement"), providing that, immediately following the Effective Time, the Sponsor shall deposit an aggregate of 575,000 shares of Parent Class A Common Stock ("Sponsor Earnout Shares") into escrow, with Continental acting as escrow agent. The Sponsor Escrow Agreement shall provide that such Sponsor Earnout Shares shall either be released to the Sponsor or terminated and canceled by Parent as follows: (a) with respect to 287,500 Sponsor Earnout Shares, the closing price of the Parent Class A Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the third anniversary of the Closing Date, and (b) with respect to the remaining 287,500 Sponsor Earnout Shares, the closing price of the Parent Class A Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the Closing Date and by the fifth anniversary of the Closing Date. The book entry positions or certificates evidencing the Sponsor Earnout Shares will each include prominent disclosure or bear a prominent legend evidencing the fact that such shares are subject to the foregoing restrictions. Parent shall not amend, terminate, waive or otherwise modify the Sponsor Escrow Agreement without the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed).

Section 1.10. Support Agreements. Concurrently with the execution of this Agreement, the Company Stockholders identified on Schedule 1.10 attached hereto (such Company Stockholders, the "Supporting Stockholders") have entered into voting and support agreements with Parent (the "Support Agreements"), pursuant to which (a) each of the Supporting Stockholders has agreed, among other things, to vote all of the shares of Company Common Stock and/or Company Preferred Stock beneficially owned by such Person in favor of the Merger (which vote may be taken by executing a written consent as provided for in Section 5.15 hereof) and (b) each of the Supporting Stockholders has agreed not to engage in any transactions involving the securities of Parent prior to the Closing without Parent's prior consent (which consent shall not be unreasonably withheld, conditioned, or delayed), in each case on the terms and subject to the conditions set forth therein.

Section 1.11. Lock-Up Agreement. Concurrently with the execution of this Agreement, the Company Stockholders identified on Schedule 1.11 attached hereto have each entered into an agreement with Parent and the Company (the "Lock-Up Agreement") providing that such Persons will not transfer the shares of Parent Class A Common Stock received hereunder as Per Share Merger Consideration or as Contingent Shares for a period of six (6) months following the Closing, in each case on the terms and subject to the provisions set forth therein.

Section 1.12. PIPE Financing. Concurrently with the execution of this Agreement, Parent shall enter into subscription agreements (the "Subscription Agreements") with one or more investors (each, a "PIPE Investor"), which provide for the private placement of at least $125 million of shares of Parent Class A Common Stock at a price of $10.00 per share (such aggregate amount and per share amount, the "Minimum PIPE Amount") to close immediately prior to the Closing (the "PIPE Financing"), in each case on the terms and subject to the conditions set forth therein.

Section 1.13. Taking of Necessary Action; Further Action. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement, the officers and directors of Parent and the Surviving Corporation shall take all such lawful and necessary action.

Section 1.14. Tax Consequences. It is intended by the Parties that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code (the "Intended Tax Treatment") and each Party shall, and shall cause its respective Affiliates to, use reasonable best efforts to cause the Merger to so qualify and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could prevent the Merger from qualifying as a reorganization under the provisions of Section 368(a) of the Code. The Parties shall prepare and file all Tax Returns consistent with, and take no position (whether on Tax Returns in Tax proceedings, or otherwise) inconsistent with such treatment unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code. The Parties adopt this Agreement as a "plan of reorganization" within the meaning of U.S. Income Tax Regulations Sections 1.368-2(g) and 1.368-3(a).

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF
THE COMPANY

Subject to the exceptions set forth in Schedule 2 attached hereto (the "Company Schedule"), but subject to Section 8.15, the Company hereby represents and warrants to Parent as follows:

Section 2.1. Organization and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the properties owned, leased, or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure thereof would not have or be reasonably expected to have a Company Material Adverse Effect. Each jurisdiction in which the Company is so qualified or licensed is listed in Schedule 2.1. The Company has the requisite corporate power and authority and is in possession of all franchises, grants, authorizations, licenses, permits, easements, consents, certificates, approvals and orders of or from any Governmental Authority ("Approvals") necessary to own, lease, and operate the properties it purports to own, operate, or lease and to carry on its business as it is now being conducted, except where the failure to possess such Approvals (or the equivalent thereof) would not have or be reasonably expected to have a Company Material Adverse Effect. Complete and correct copies of the certificate of incorporation and bylaws (or other comparable governing instruments with different names) (collectively referred to herein as "Charter Documents") of the Company, as amended and currently in effect, have been made available to Parent or Parent's counsel.

Section 2.2. Subsidiaries.

(a) The Company has no direct or indirect Subsidiaries other than those listed in Schedule 2.2(a). Except as set forth in Schedule 2.2(a), the Company owns all of the outstanding equity securities of the Subsidiaries, free and clear of all Liens other than Permitted Liens, either directly or indirectly through one or more other Subsidiaries. Except with respect to the Subsidiaries, the Company does not own, directly or indirectly, any equity or voting interest in any Person and does not have any agreement or commitment to purchase any such interest, and has not agreed and is not obligated to make nor is bound by any written or oral agreement, contract, subcontract, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan, commitment or undertaking of any nature, as of the date hereof or as may hereafter be in effect, under which it may become obligated to make any future investment in or capital contribution to any other entity.

(b) Each Subsidiary is duly incorporated, organized or formed, as applicable, validly existing and in good standing under the laws of its jurisdiction of organization or formation (as listed in Schedule 2.2(b)), except where the failure to be in good standing (or the equivalent thereof) would not have, or be reasonably expected to have, a Company Material Adverse Effect. Each Subsidiary is duly qualified or licensed to do business as a foreign entity and is in good standing in each jurisdiction where the character of the properties owned, leased, or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure to be duly qualified or licensed (or the equivalent thereof) would not have, or be reasonably expected to have, a Company Material Adverse Effect. Each jurisdiction in which a Subsidiary is so qualified or licensed is listed in Schedule 2.2(b), except where the failure to be duly qualified or licensed (or the equivalent thereof) would not be individually or in the aggregate material to the Company and its Subsidiaries, taken as a whole. Each Subsidiary is in possession of all Approvals necessary to own, lease, and operate the properties it purports to own, lease, or operate and to carry on its business as it is now being conducted., except where the failure to possess any such Approval (or the equivalent thereof) would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Complete and correct copies of the Charter Documents of each Subsidiary, as amended and currently in effect, have been made available to Parent or Parent's counsel.

Section 2.3. Power and Authorization. The Company has all requisite power and authority to enter into this Agreement and each Ancillary Agreement to which the Company is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and, subject to the Company Stockholder Approval, to consummate the Merger. The execution and delivery of this Agreement and each Ancillary Agreement by the Company has been (or with respect to Ancillary Agreements to be entered into at the Closing, will be) duly authorized by all necessary corporate action on the part of the Company, subject in the case of the Merger, to the Company Stockholder Approval. This Agreement and each Ancillary Agreement to which the Company is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party (a) has been (or, in the case of Ancillary Agreements to be entered into at Closing, will be when executed and delivered) duly executed and delivered by the Company and (b) is (or, in the case of Ancillary Agreements to be entered into at the Closing, will be when executed and delivered) enforceable against the Company 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).

Section 2.4. Authorization of Governmental Authorities. Except for (a) compliance with applicable requirements of the HSR Act, (b) the filing of the Certificate of Merger, (c) those consents, approvals, authorizations, Permits, filings or notifications (if any) as will have been obtained or made at or prior to Closing that would, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, in each case which are set forth in Schedule 2.4(c), no action by (including any authorization, consent or approval of), or in respect of, or filing with, any Governmental Authority is required by or on behalf of the Company for, or in connection with, (i) the valid and lawful authorization, execution, delivery and performance by the Company of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party or (ii) the consummation of the Transactions by the Company.

Section 2.5. Non-contravention. Neither the authorization, execution, delivery, or performance by the Company of this Agreement or any Ancillary Agreement to which the Company is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party, nor the consummation of the Transactions, will:

(a) subject to compliance with the requirements specified in Section 2.4, result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any Legal Requirement that would be, or reasonably be expected to be, material to the Company and its Subsidiaries, taken as a whole;

(b) except as set forth in Schedule 2.5(b), result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in termination of, or accelerate the performance required by, or require any action by (including any authorization, consent or approval) or notice to, or increase any payment to, any Person under, any of the terms, conditions or provisions of (i) any Disclosed Contract that is material to the Company and its Subsidiaries, taken as a whole or (ii) the Charter Documents of the Company;

(c) result in the creation or imposition of any Lien on any material asset of the Company other than Permitted Liens, Liens under applicable securities laws, or Liens created by Parent; or

(d) result in the triggering, acceleration, vesting or increase of (i) any payment in excess of $250,000 to any Person or (ii) any equity security of the Company pursuant to any material Contractual Obligation of the Company, in each case, other than those Contractual Obligations set forth on Schedule 2.5(d).

Section 2.6. Compliance. Except as set forth in Schedule 2.6, the Company and each of its Subsidiaries has complied since January 31, 2017, and is in compliance with all, and is not in violation of any, Legal Requirements with respect to the conduct of its business, or the ownership or operation of its business, in each case, except as was not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Except as set forth in Schedule 2.6, since January 31, 2017, no written notice of non-compliance with any Legal Requirement (except for such notices that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole) has been received by the Company or any Subsidiary, and, to the Company's Knowledge, as of the date hereof no such notice has been delivered to any other Person.

Section 2.7. Capitalization.

(a) Schedule 2.7(a) sets forth the authorized capital stock of the Company, including the Company Common Stock and Company Preferred Stock, each holder of capital stock of the Company and the number of shares of capital stock beneficially held by each such Person, each Company Convertible Security, including each Company Stock Option, and each other purchase right, conversion right, exchange right, or other Contractual Obligation exercisable for, exchangeable for, or convertible into capital stock of the Company and the holders thereof. All of the foregoing issued and outstanding equity interests of the Company (i) have been duly authorized and are validly issued, fully paid and non-assessable, (ii) have been offered, sold and issued in compliance with applicable Legal Requirements, including federal and state securities laws, and all requirements set forth in the Company's Charter Documents and any other applicable Contractual Obligation governing the issuance of such securities, and (iii) are not subject to, nor have they been issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Company's Charter Documents, or any Contractual Obligation to which the Company is a party or otherwise bound. The Company has no issued or outstanding equity interests other than the equity interests that are set forth on Schedule 2.7(a), and the Company does not hold any equity interests in its treasury.

(b) Except as set forth on Schedule 2.7(b) (or, with respect to the Company Convertible Securities, as set forth on Schedule 2.7(a)), the Company has not granted any preemptive rights or other similar rights in respect of any capital stock, or any warrants, equity appreciation rights, phantom units, call rights, put rights, or other securities convertible into or exercisable or exchangeable for capital stock, or any board nomination or observer rights. Except for the Transactions, there is no Contractual Obligation to which the Company is party, or provision in the Charter Documents of the Company, which obligates the Company to purchase, redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, or issue any other equity interest in respect of, any outstanding equity interest in the Company. There is no voting trust, rights plan, anti-takeover plan, or other agreement or understanding to which the Company is a party or by which the Company is bound with respect to any equity interests of the Company.

(c) Except as set forth on Schedule 2.7(c), the Company does not have any outstanding bonds, debentures, notes, or other obligations in which the holders have the right to vote (or which are convertible into or exercisable or exchangeable for securities having the right to vote) with the holders of shares of Company Common Stock on any matter.

(d) Other than unvested Company Convertible Securities and unvested Company Stock Options, no outstanding equity interests of the Company are unvested or subjected to a repurchase option, risk of forfeiture, or other condition under any applicable agreement with the Company.

(e) Except as set forth on Schedule 2.7(e), to the Knowledge of the Company, each outstanding Company Stock Option was granted at fair market value on the date of grant.

Section 2.8. Financial Matters.

(a) Financial Statements. Parent has been furnished with the Company's unaudited consolidated balance sheets as of December 31, 2019 and December 31, 2020 as set forth in Schedule 2.8(a)(i) hereto (the latter the "Most Recent Balance Sheet" and the date thereof, the "Most Recent Balance Sheet Date"), the unaudited consolidated statements of operations for the years ended December 31, 2019 and December 31, 2020 as set forth in Schedule 2.8(a)(ii), the unaudited consolidated cash flow statements for the years ended December 31, 2019 and December 31, 2020, and the condensed notes thereto (such consolidated balance sheets, consolidated statements of operations, consolidated cash flow statements and condensed notes thereto, the "Financial Statements").

(b) Compliance with U.S. GAAP. The Financial Statements (including any notes thereto) (i) accurately reflect in all material respects, (ii) have been prepared, in all material respects, in accordance with U.S. GAAP consistently applied, and (iii) fairly present, in all material respects, the consolidated financial position and consolidated results of operations and cash flows of the Company and its Subsidiaries on the dates and for the periods specified herein, all in accordance with U.S. GAAP (subject to audit adjustments that are not expected to be material). Neither the Company nor any of its Subsidiaries is or has ever been subject to the reporting requirements of Sections 13(a) and 15(d) of the Exchange Act.

(c) Absence of Undisclosed Liabilities. The Company does not have any liabilities which are of a nature required by U.S. GAAP to be reflected in a balance sheet or disclosed in the notes thereto, other than any such debts, liabilities or obligations (i) included in the Most Recent Balance Sheet, (ii) incurred in the ordinary course of business subsequent to the Most Recent Balance Sheet Date, (iii) incurred with respect to this Transaction, (iv) listed on Schedule 2.8(d), or (v) incurred outside of the ordinary course of business which would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(d) Controls. The Company has established and maintained a system of internal controls over financial reporting ("ICOFR"). To the Company's Knowledge, such ICOFR are effective and sufficient to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of the Financial Statements for external purposes in accordance with U.S. GAAP. Except as set forth in Schedule 2.8(d), neither the current or, if applicable, former PCAOB Auditor, nor any other independent public accounting firm engaged by the Company has reported to the Company any material weaknesses or significant deficiencies in ICOFR for fiscal years 2018, 2019 or 2020.

(e) Loans. There are no outstanding loans or other extensions of credit made by the Company or any of its Subsidiaries to any executive officer or director of the Company or any of its Subsidiaries.

(f) Stimulus Funds. Schedule 2.8(f) sets forth all CARES Act stimulus fund programs in which the Company or a Subsidiary are participating and the amount of funds received and/or requested by the Company or such Subsidiary for each such program (together with any additional CARES Act stimulus funds hereafter received by the Company or any of its Subsidiaries, the "Stimulus Funds"). The Company has maintained accounting records associated with the Stimulus Funds in material compliance with applicable Legal Requirements and related guidance available as of the date hereof.

Section 2.9. Absence of Certain Developments. Since the Most Recent Balance Sheet Date, and except as contemplated by this Agreement, (a) there has not been any change, development, condition or event that constitutes a Company Material Adverse Effect, except as set forth in Schedule 2.9(a), (b) the material operations of the business of the Company and its Subsidiaries have been conducted in the ordinary course of business (aside from steps taken in contemplation of the Transactions and COVID-19 Measures), and (c) except as set forth in Schedule 2.9(c), neither the Company nor any Subsidiary has taken any action that would have required the prior written consent of Parent under Section 4.1(b) if such action had been taken on or after the date hereof and prior to the Closing.

Section 2.10. Condition and Sufficiency of Assets. The Company or one of its Subsidiaries has good and valid title to, or a valid leasehold interest in, or adequate rights to use, all material tangible assets and intangible assets for use in the business as currently conducted as of the date hereof (the "Assets"). As of the date hereof, the Assets are free and clear of all Liens, except for Permitted Liens and those Liens listed in Schedule 2.10, and the Assets, taken as a whole have been maintained in the ordinary course of business, are in good operating condition, subject to normal wear and tear, and are suitable for the purposes for which they are currently used, except where such Lien or condition of an Asset would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 2.11. Real Property.

(a) Schedule 2.11(a) sets forth a list of the addresses of all real property (i) owned by the Company or any Subsidiary ("Owned Real Property") or (ii) leased, subleased or licensed by the Company or any Subsidiary ("Leased Real Property," and together with the Owned Real Property, the "Real Property"). Schedule 2.11(a) also identifies, with respect to each parcel of Leased Real Property, each lease, sublease, or other Contractual Obligation under which such Leased Real Property is occupied or used ("Real Property Leases"). There are no options or other contracts under which the Company or any Subsidiary has a right or obligation to acquire or lease any interest in any material Real Property.

(b) The Company and each Subsidiary, as applicable, has good and valid fee simple title in and to the Owned Real Property, free and clear of all Liens other than Permitted Liens. There are no material Contractual Obligations under which the Company or any Subsidiary has granted to any Person the right of use or occupancy of any Real Property, and there is no Person (other than the Company and its Subsidiaries) in possession of any of the Real Property. The Company has made available to Parent accurate and complete copies of the Real Property Leases, in each case as amended or otherwise modified and in effect. No eminent domain or condemnation Action is pending or, to the Company's Knowledge, threatened in writing, that would preclude or impair the use of any material Real Property.

Section 2.12. Intellectual Property.

(a) Non-Infringement. Neither the Company nor any Subsidiary has received any written charge, complaint, claim, demand or notice alleging any material infringement, misappropriation, or violation of the Intellectual Property Rights of any third party. To the Company's Knowledge, neither the operation of the Company's business as is currently conducted, nor any of the Company Services offered, marketed, licensed, provided, sold, distributed or otherwise exploited by the Company, nor other exploitation of the Company Intellectual Property Rights, infringes, constitutes or misappropriates, or otherwise violates any material Intellectual Property Rights of any other Person in any material respect. The Company IP Registrations are not the subject of any challenge relating to the validity or enforceability of such Company IP Registrations. To the Company's Knowledge, no Person is materially infringing upon any Company Intellectual Property Rights. To the Company's Knowledge, no current or former officer, employee, or contractor of the Company or any Subsidiary has misrepresented, or failed to disclose, any facts or circumstances in any patent application for any Company IP Registration that would constitute fraud or a misrepresentation with respect to such application, or that would otherwise affect the validity or enforceability of any material Company IP Registration.

(b) Scheduled Intellectual Property Rights. Schedule 2.12(b) identifies all issued patents, registered trademarks, registered copyrights and domain name registrations, and all applications for any of the foregoing that are owned by the Company or any Subsidiary (collectively, the "Company IP Registrations"). Schedule 2.12(b) lists for each Company IP Registration (i) the record owner of such item, (ii) the jurisdictions in which such item has been issued or registered or filed, (iii) the issuance, registration or application date, as applicable, for such item, and (iv) the issuance, registration or application number, as applicable, for such item. To the Company's Knowledge, each of the Company IP Registrations is valid and subsisting and all necessary fees and filings with respect to any material Company IP Registrations have been timely submitted to the relevant Governmental Authority and Internet domain name registrars to maintain such Company IP Registrations in full force and effect. As of the date of this Agreement, no issuance or registration obtained, and no application filed by the Company or any Subsidiary for any Company IP Registrations, has been canceled, abandoned, allowed to lapse or not renewed, except where such Company has, in its reasonable business judgment, decided to cancel, abandon, allow to lapse or not renew such issuance, registration or application or where such decision would not have a Material Adverse Effect.

(c) Company IP. Except as would not be material to the Company and its Subsidiaries, taken as a whole, and except as set forth on Schedule 2.12(c), the Company or a Subsidiary owns or otherwise has the right to use all Intellectual Property Rights required or necessary for the conduct of the Company's or Subsidiary's business, free and clear of all Liens other than Permitted Liens. Except as set forth on Schedule 2.12(c), no Company Intellectual Property Rights are subject to any Action, Contractual Obligation, or order of a Governmental Authority that materially restricts the use, transfer or licensing thereof by the Company or its Subsidiaries.

(d) Know-how. The Company and/or one or more of its Subsidiaries, as appropriate, have taken commercially reasonable measures to protect the secrecy and confidentiality of all material know-how included in the Intellectual Property Rights of the Company or Subsidiary. To the Company's Knowledge, neither the Company nor any Subsidiary has disclosed to any Person (including any employees, contractors, and consultants) any such material know-how, except under a confidentiality agreement or other legally binding confidentiality obligation, and to the Company's Knowledge, there has not been any material breach by any party to any such confidentiality agreement. The Company and each Subsidiary has required all Persons (including any current or former employees, contractors, and consultants) who create or develop or have created or developed any material registered or applied for Intellectual Property for the benefit of the Company or such Subsidiary to assign, and all such Persons have assigned, to the Company or Subsidiary (by present assignment) all of such Person's rights in such registered or applied for Intellectual Property, except as would not be material to the Company and its Subsidiaries, taken as a whole.

(e) Company Source Code. Neither the Company nor any Subsidiary has disclosed, delivered or licensed to any Person, agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any material Company Source Code, and no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure (including releases from Company Source Code escrow arrangements), delivery or license by the Company or any Subsidiary of such Company Source Code, except as would not reasonably be material to the Company and its Subsidiaries, taken as a whole. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, neither the Company nor any Subsidiary has incorporated Open Source Materials into, or combined Open Source Materials with, or distributed Open Source Materials in conjunction with, Company Services in a manner that grants, or purports to grant, to any third party any rights or immunities under any Company Intellectual Property that require, as a condition of use, modification and/or distribution of such Open Source Materials that any Company Source Code be (i) disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works or (iii) be redistributable at no charge.

(f) Data Privacy.

(i) To the Company's Knowledge as of the date hereof, since January 31, 2017, there has not been a material data security breach or material unauthorized access, use, loss, disclosure, or publication of any Personal Confidential Information or Protected Health Information owned, used, maintained, received, or controlled by or on behalf of the Company or any Subsidiary, including any unauthorized access, use, disclosure, or publication of Personal Confidential Information or Protected Health Information that would constitute a breach for which notification to individuals and/or Governmental Authorities is required under any applicable Information Privacy and Security Laws to which the Company or such Subsidiary is subject.

(ii) The collection, maintenance, transmission, transfer, use, disclosure, storage, disposal, and security of Personal Confidential Information or Protected Health Information by the Company and each Subsidiary has complied in all material respects with (A) applicable Information Privacy and Security Laws, (B) Disclosed Contracts that govern Personal Confidential Information or Protected Health Information, (C) Payment Card Industry Data Standards, and (D) applicable privacy policies of the Company and each Subsidiary.

(iii) The Company and each Subsidiary has established and maintains commercially reasonable technical, physical, and organizational measures and security systems and technologies that are designed to protect the data collected, generated, or received in connection with the marketing, delivery, or use of any Company Service, including Personal Confidential Information and Protected Health Information processed in connection with use of any Company Service.

Section 2.13. Permits. The Company and each Subsidiary, as applicable, has been duly granted all Permits reasonably necessary for the conduct of the business presently conducted by it and the ownership use and operation of its material assets other than any such Permits which if not held by the Company or any of its Subsidiaries would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. All such Permits are in full force and effect, and no suspension or cancellation of any of the Permits is pending or to the Company's Knowledge threatened in writing, except where such suspension or cancellation would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Company has made available to Parent true, correct and complete copies of all material Permits, all of which material Permits are listed on Schedule 2.13. Since January 31, 2017, neither the Company nor any Subsidiary is in violation of the terms of any Permit, except where such violation would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 2.14. Tax Matters.

(a) The Company and each Subsidiary has timely filed, or has caused to be timely filed on its behalf all income and other material Tax Returns in each jurisdiction in which the Company or Subsidiary is required to file Tax Returns. All such income and other material Tax Returns were correct and complete in all material respects. All material Taxes owed by the Company or any Subsidiary (whether or not shown on any Tax Return) have been paid. Neither the Company nor any Subsidiary is currently the beneficiary of any extension of time within which to file any Tax Return (other than validly obtained automatic extensions). To the best of the Company's Knowledge, no claim has ever been made by a Governmental Authority in a jurisdiction where the Company or a Subsidiary does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(b) The Company and each Subsidiary has (i) withheld and paid to the appropriate Governmental Authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor or shareholder and (ii) complied in all material respects with all filings required with respect thereto.

(c) There is no outstanding audit or examination concerning any Tax Return either (i) claimed, threatened, or raised (in each case in writing) by a Governmental Authority, or (ii) to the Company's Knowledge, in existence.

(d) There is no Tax deficiency outstanding, proposed or assessed against the Company or any Subsidiary, nor has the Company or any Subsidiary executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(e) No adjustment relating to any Tax Returns filed by the Company or a Subsidiary has been proposed in writing by any Governmental Authority.

(f) No power of attorney that has been granted by the Company with respect to a Tax matter is currently in effect.

(g) Neither the Company nor any Subsidiary has been included in any "consolidated," "unitary," "combined," or similar Tax Return provided for under any Legal Requirements as a member of an affiliated group or otherwise (other than a group including only the Company and its Subsidiaries), and has no liability for the Taxes of any other Person, by reason of any agreements, contracts, or arrangements as a successor or transferee or otherwise. Neither the Company nor any Subsidiary is a party to or bound by any Tax sharing agreement providing for the allocation of Taxes among members of an affiliated, consolidated, combined or unitary group, other than any such agreement (i) as to which only the Company and/or its Subsidiaries is a party or (ii) that is Contractual Obligation entered into in the ordinary course of business and not primarily related to Taxes or any Tax receivable, Tax allocation, Tax indemnity or similar agreements. No "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Law), private letter rulings, technical advice memoranda or similar agreements or rulings have been requested, entered into or issued by any Governmental Authority with respect to the Company or any Subsidiary which agreement or ruling would be effective after the Closing Date.

(h) Neither the Company nor any Subsidiary is currently subject to any Liens, other than Permitted Liens, imposed on any of its material assets as a result of the failure or alleged failure of the Company or such Subsidiary to pay Taxes.

(i) Neither Company nor any Subsidiary is or has been a party to any "listed transaction" as defined in Section 6707A of the Code and Treasury Regulations Section 1.6011-4 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).

(j) During the two-year period ending on the date of this Agreement, neither Company nor any Subsidiary (or any predecessor thereof) was a distributing corporation or a controlled corporation in a transaction purported or intended to be governed by Section 355 of the Code.

(k) Neither Company nor any Subsidiary will be required to include any material item of income, or exclude any material item of deduction, for any taxable period (or portion thereof) after the Closing Date (determined with and without regard to the transactions contemplated by this Agreement) as a result of: (i) an installment sale transaction occurring before the Closing governed by Section 453 of the Code (or any similar provision of state, local or non-U.S. Legal Requirements) or open transaction occurring before the Closing; (ii) a disposition occurring before the Closing reported as an open transaction for U.S. federal income Tax purposes (or any similar doctrine under state, local, or non-U.S. Legal Requirements); (iii) any prepaid amounts received prior to the Closing or deferred revenue realized, accrued or received outside the ordinary course of business prior to the Closing; (iv) a change in method of accounting under Section 481 of the Code that occurs or was requested prior to the Closing (or as a result of an impermissible method used prior to Closing); (v) an agreement entered into with any Governmental Authority (including a "closing agreement" under Section 7121 of the Code) prior to the Closing; (vi) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Legal Requirements), (vii) election under Section 108(i) of the Code (or any similar or corresponding provision of state, local or non-U.S. Legal Requirements), (viii) "global intangible low-taxed income" within the meaning of Section 951A of the Code (or any corresponding or similar provision of Law) of Company nor any Subsidiary attributable to a taxable period (or portion thereof) ending on or prior to the Closing Date, (ix) any COVID-19 Response Law, or (x) any other action or election taken or made before the Closing. Neither Company nor any Subsidiary will be required to make any payments after the Closing Date under Section 965 of the Code.

(l) Neither Company nor any Subsidiary has applied for any relief under, taken advantage of, deferred the payment of Tax or the recognition of taxable income or gain as result of, or is otherwise subject to any provision of a COVID-19 Response Law.

(m) Neither the Company nor any of its Subsidiaries has taken, intends to take, or has agreed to take any action or is aware of any fact or circumstance that would prevent or impede, or would reasonably be expected to prevent or impede, the Merger from qualifying for the Intended Tax Treatment.

(n) The representations and warranties contained in this Section 2.14 are the only representations and warranties being made by the Company with respect to Taxes (except for the representations and warranties contained in Section 2.15 to the extent relating to Taxes).

Section 2.15. Employee Benefit Plans.

(a) Schedule 2.15(a) lists all material Employee Plans that the Company or a Subsidiary sponsors or maintains, or to which the Company or a Subsidiary contributes or is obligated to contribute, in each case, for the benefit of current or former employees, directors, or consultants. With respect to each Employee Plan, the Company has made available to Parent accurate and complete copies of each of the following: (i) the plan document together with all amendments thereto, and any trust agreements and (ii) any summary plan descriptions or employee handbooks.

(b) Each Employee Plan, including any associated trust or fund, has been administered in all material respects in accordance with its terms and applicable Legal Requirements. All contributions, reserves, or premium payments required to be made or accrued as of the date hereof to the Employee Plans have been timely made or accrued in all material respects. There is no pending or, to the Company's Knowledge, threatened Action relating to an Employee Plan, other than routine claims in the ordinary course of business for benefits provided for by the Employee Plans. To the Company's Knowledge there are no audits, inquiries, or proceedings pending or threatened by any Governmental Authority with respect to any Employee Plan.

(c) There are no plans or commitments to establish any new Employee Plan, or to modify any Employee Plan, except as set forth in this Agreement or the Ancillary Agreements.

(d) Except as set forth in Schedule 2.15(d), each Employee Plan can be amended, terminated, or otherwise discontinued after the Closing in accordance with its terms without material liability to Parent or the Company, other than ordinary administration expenses and amounts payable for benefits accrued but not yet paid.

(e) Except as set forth in Schedule 2.15(e), neither the execution and delivery of this Agreement nor the consummation of the Transactions will (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any employee, manager, officer member of the board of directors, or consultant of the Company under any Employee Plan or otherwise, (ii) increase any benefits otherwise payable under any Employee Plan, (iii) result in the acceleration of the time of payment or vesting of any such benefits, or (iv) result in the acceleration of vesting of any Company Stock Options.

(f) The representations and warranties contained in this Section 2.15 are the only representations and warranties being made by the Company with respect to employee benefits.

Section 2.16. Labor Matters.

(a) Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by the Company or its Subsidiaries, and, to the Company's Knowledge, there are no activities or proceedings of any labor union to organize any such employees. There have been no strikes, work slowdowns, work stoppages or lockouts between any employees of the Company or any Subsidiary, on the one hand, and the Company or any Subsidiary, on the other hand.

(b) True and complete information as to the name and current job title, base salary, target bonus, and any severance entitlements for all current officers of the Company has been provided to Parent. Other than as set forth in Schedule 2.16, each employee of the Company and its Subsidiaries is terminable "at will" subject to applicable severance entitlements or notice periods as set forth by Legal Requirements, or in any applicable employment agreement.

(c) To the Company's Knowledge, as of the date hereof, none of the officers of the Company or its Subsidiaries presently intends to terminate his or her employment with the Company. The Company and each Subsidiary is in compliance in all material respects and, to the Company's Knowledge, each of its or the Subsidiaries' employees and consultants is in compliance in all material respects, with the terms of the respective employment and consulting agreements between the Company or one of its Subsidiaries and such individuals.

(d) The Company and each Subsidiary is in compliance in all material respects with all Legal Requirements respecting hiring, employment, termination of employment, employment practices, terms and conditions of employment, employment discrimination, harassment, retaliation, reasonable accommodation, wages and hours, and employee health and safety, and neither the Company nor any Subsidiary is liable for any arrears of wages or penalties with respect thereto. All amounts that the Company and each Subsidiary is legally required to withhold from its employees' wages and to pay to any Governmental Authority as required by Legal Requirements have been withheld and paid or accrued as a liability in the financial statements. Except as set forth in Schedule 2.16(d), there are no pending, or to the Company's Knowledge, threatened in writing, material Actions against the Company or any Subsidiary by any employee in connection with such employee's employment or termination of employment by the Company or such Subsidiary.

(e) Except as set forth in Schedule 2.16(e), no employee or former employee of the Company or any of its Subsidiaries is owed any wages, benefits or other compensation for past services that has not yet been paid or reimbursed (other than wages, benefits, and compensation accrued in the ordinary course of business during the current pay period and any accrued benefits for services, which by their terms or under applicable Legal Requirements, are payable in the future, such as accrued vacation, recreation leave, accrued bonuses for 2020, and severance pay).

Section 2.17. Environmental Matters.

(a) Except as set forth in Schedule 2.17(a) or as would not be material to the Company and its Subsidiaries, taken as a whole, (i) the Company and each Subsidiary is in compliance with all applicable Environmental Laws, (ii) there has been no release of any Hazardous Substance by the Company or any Subsidiary on or upon the environment of any site (including soils, groundwater, surface water, and air) currently owned, leased or otherwise operated or used by the Company or any Subsidiary, or formerly owned, leased, or otherwise operated or used by the Company or any Subsidiary, (iii) except as set forth in Schedule 2.17, neither the Company nor any Subsidiary has received any written notice, demand, letter, claim or request for information alleging that the Company or any Subsidiary may be in violation of or liable under any Environmental Law, and (iv) to the Company's Knowledge, there are no underground storage tanks located on, no PCBs (polychlorinated biphenyls) or PCB-containing equipment used or stored on, and no Hazardous Substance stored on, any site owned or operated by the Company or any Subsidiary, except in compliance with Environmental Laws.

(b) The representations and warranties contained in this Section 2.17 are the only representations and warranties being made with respect to compliance with or liability under Environmental Laws or with respect to any environmental matter, including natural resources, related to the Company or any of its Subsidiaries.

Section 2.18. Contracts.

(a) Schedule 2.18 lists each of the following Contractual Obligations to which the Company or any Subsidiary is bound (each, a "Disclosed Contract"):

(i) any Contractual Obligation with respect to a dealer, distributor, referral, or similar agreement, or any Contractual Obligation providing for the grant by the Company of rights to market or sell Company Services on behalf of the Company to any other Person, in each case having consideration paid or payable by the Company or its Subsidiaries in an amount exceeding $250,000, in the aggregate, during the 12-month period ending December 31, 2020;

(ii) any Contractual Obligation pursuant to which a partnership or joint venture was established;

(iii) any Contractual Obligation made other than in the ordinary course of business (x) providing for the grant of any preferential rights of first offer or first refusal to purchase or lease any material asset, (y) providing for any exclusive right to sell or distribute, or otherwise relating to the sale or distribution of, any Company Service, or (z) pursuant to which any other Person is granted "most favored nation" pricing or customer status or similar with respect to any Company Services;

(iv) any Contractual Obligation (other than "shrink wrap" and similar generally available commercial end-user licenses to software) pursuant to which the Company or any Subsidiary is a party and pursuant to which the Company or any Subsidiary licenses any Intellectual Property used in the development or licensing of the Company Services, in each case, that is material to the business of the Company and its Subsidiaries, taken as a whole;

(v) any Contractual Obligation containing any indemnification, warranty, support, maintenance, or service that represents a material obligation of the Company or any Subsidiary to pay an amount in excess of $250,000;

(vi) any Contractual Obligation providing for the employment or consultancy of any Person on a full-time, part-time, consulting or other basis or otherwise providing base compensation to any officer, director, employee or consultant in excess of $250,000 per year;

(vii) any collective bargaining agreement with any labor union;

(viii) any Contractual Obligation that (A) purports to materially limit either the type of business in which the Company or any Subsidiary (or, after the Closing, Parent or one of its Subsidiaries or Parent's successors or assigns) may engage, the geographic area in which any of them may engage in any business, the solicitation by any of them of the employment of any Person or the ability of any of them to sell or purchase from any Person, or (B) would require the disposition of any material assets or line of business of the Company or any Subsidiary (or, after the Closing, Parent or one of its Subsidiaries or Parent's successors or assigns);

(ix) any Contractual Obligation relating to the incurrence of any indebtedness for borrowed money in excess of $250,000;

(x) any Contractual Obligation relating to the acquisition by merger, consolidation, equity or asset purchase, or any other manner of any Person or a line of business of any Person outside the ordinary course of business and pursuant to which the Company has any continuing payment obligations;

(xi) any Contractual Obligation under which the Company or any Subsidiary has advanced or loaned an amount to, or received a loan, note, or other instrument, agreement, or arrangement for or relating to the borrowing of money from, any of its shareholders, employees, managers, officers or members of the board of directors;

(xii) any Contractual Obligation (or group of related Contractual Obligations) the outstanding performance of which mandates future payment of consideration in excess of $500,000 per annum, other than (A) any Contractual Obligation that is terminable by the Company or applicable Subsidiary at will on less than ninety (90) days' notice and (B) purchase orders received in the ordinary course of business;

(xiii) any guaranty by the Company, Subsidiary, or any Affiliate of any obligation of another in excess of $250,000; and

(xiv) any Contractual Obligation requiring the Company to register any equity interests under the applicable United States securities Laws.

(b) The Company has made available to Parent accurate and complete copies of each Disclosed Contract, in each case, as amended or otherwise modified and currently in effect. Each Disclosed Contract is in full force and effect and is enforceable against each party to such Contractual Obligation, except where any such failure would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Neither the Company, any Subsidiary, nor, to the Company's Knowledge, any other party to any Disclosed Contract is in breach or violation of, or default under, or has repudiated any provision of, any Disclosed Contract, and no event has occurred which with notice or lapse of time or both would become a breach of or default under any Disclosed Contract, in each case as except for such breach, violation, default or lapse which would be, individually or in the aggregate, material to the Company or its Subsidiaries, taken as a whole.

(c) Except as set forth in Schedule 2.18(c), all Disclosed Contracts are being performed without any party thereto relying on any force majeure provisions to excuse non-performance or performance delays arising out of the COVID-19 pandemic or COVID-19 Measures, except where such reliance on, non-performance, or delay was not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

Section 2.19. Customers and Suppliers.

(a) Schedule 2.19(a) sets forth the top ten (10) Customers (by revenue) of the Company and its Subsidiaries for the years ended December 31, 2019 and 2020 (collectively, the "Material Customers") and the amount of consideration paid to the Company or such Subsidiary by each Material Customer during such periods. To the Company's Knowledge as of the date hereof, no such Material Customer has expressed in writing to the Company or any Subsidiary (i) its intention to cancel or otherwise terminate, or materially reduce, its relationship with the Company or a Subsidiary, taken as a whole, or (ii) a condition indicating a material breach of the terms of any material Contractual Obligation with any such Material Customer. To the Company's Knowledge as of the date hereof, no Material Customer has asserted or threatened in writing a force majeure event or provided written notice of an anticipated inability to perform, in whole or in part, arising out of the COVID-19 pandemic with respect to a material Contractual Obligation.

(b) Schedule 2.19(b) sets forth the top ten (10) vendors to and/or suppliers of the Company and its Subsidiaries (by spend amount) for the years ended December 31, 2019 and 2020 (collectively, the "Material Suppliers") and the amount of consideration paid to each Material Supplier by the Company or such Subsidiary during such periods. To the Company's Knowledge as of the date hereof, no such Material Supplier has expressed in writing to the Company or any Subsidiary (i) its intention to cancel or otherwise terminate, or materially reduce, its relationship with the Company or a Subsidiary, taken as a whole, or (ii) a condition indicating a material breach of the terms of any material Contractual Obligation with such Material Supplier. To the Company's Knowledge as of the date hereof, no Material Supplier has asserted or threatened in writing a force majeure event or provided written notice of an anticipated inability to perform, in whole or in part, arising out of the COVID-19 pandemic with respect to a material Contractual Obligation.

Section 2.20. Affiliate Transactions. Other than as set forth in Schedule 2.20 or pursuant to an Ancillary Agreement, no Affiliate of the Company or any Subsidiary: (a) has any material interest in any asset owned or leased by the Company or used in connection with the business of the Company or any Subsidiary, (b) has received a loan from the Company or any Subsidiary, or (c) is engaged in any material transaction, arrangement, or understanding with the Company or any Subsidiary (each, an "Affiliate Agreement") other than through his or her employment with the Company or any Subsidiary, the ownership of equity interests, payments made to, and other compensation provided to, officers and directors (or equivalent) in the ordinary course of business.

Section 2.21. Litigation. Except as set forth in Schedule 2.21, there is no Action pending or, to the Company's Knowledge as of the date hereof, threatened in writing, to which the Company or any Subsidiary is a party (either as plaintiff or defendant) or to which one or more material assets are subject which is reasonably expected to have a Company Material Adverse Effect. No allegations of sexual harassment have been made against any employee, manager, officer, or member of the board of directors of the Company or any Subsidiary which could reasonably be expected to result in a Company Material Adverse Effect.

Section 2.22. Insurance. Schedule 2.22 sets forth a list of the material insurance policies that cover the Company and its Subsidiaries. The Company has made available to Parent true and accurate copies of each such policy. Each such policy is legal, valid, binding, and enforceable in accordance with its terms, in full force and effect (or has been renewed), all premiums have been paid, neither the Company nor any Subsidiary is in default with respect to its obligations under any of such policies, and no written notice of cancellation, non-renewal, disallowance or reduction in coverage or claim or termination has been received by the Company or any Subsidiary, in each case, except where such failure, default, breach or termination was not or would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The coverages provided by such insurance policies are believed by the Company to be reasonably adequate in amount and scope for the Company's and its Subsidiaries' business and operations.

Section 2.23. Brokers. Except as set forth in Schedule 2.23, no investment banker, financial advisor, broker, or finder has acted for or on behalf of the Company or any Affiliate in connection with this Agreement or the Transactions, and the Company (and, to the Company's Knowledge, the Company Stockholders) has not entered into any agreement with any Person which will result in the obligation of the Company or Parent to pay any finder's fee, brokerage fees, commission, or similar compensation in connection with the Transactions.

Section 2.24. Anti-Corruption Matters.

(a) Since January 31, 2017, neither the Company nor any Subsidiary, nor, to the Company's Knowledge, any of its Affiliates or Associated Persons, or any other Person acting on behalf of them has engaged in any activity or conduct that has resulted or will result in the violation of any applicable Anti-Corruption Laws, Economic Sanctions Laws, or Export Control Laws.

(b) The Company and each Subsidiary has in place commercially reasonable procedures to prevent violation of any Anti-Corruption Laws or Economic Sanctions Laws by their Affiliates and Associated Persons.

(c) Since January 31, 2017, to the Company's Knowledge, (i) neither the Company, any Subsidiary, nor any of its or their Affiliates, Associated Persons, or any other Person acting on its or their behalf, is or has been the subject of any investigation, inquiry, litigation, or administrative or enforcement proceedings by any Governmental Authority or any Customer regarding any offense or alleged offense under any Anti-Corruption Laws or Economic Sanctions Laws, (ii) no such investigation, inquiry, litigation, or proceedings have been threatened or are pending, and (iii) there are no circumstances likely to give rise to any such investigation, inquiry, litigation, or proceedings.

Section 2.25. Board Approval. The board of directors of the Company (including any required committee or subgroup thereof) has, as of the date of this Agreement, duly approved this Agreement and the Transactions in accordance with the Company's Charter Documents.

Section 2.26. Company Stockholder Approval. The approval and adoption of this Agreement and the approval of the Transactions by the Company Stockholders requires the affirmative vote of (i) the holders of a majority of the outstanding shares of Company Common Stock and Company Preferred Stock, voting together as a single class on an "as-converted" to Company Class A Common Stock basis and (ii) a majority of the outstanding shares of Company Preferred Stock, voting as a separate class, in each case, given in writing or at a meeting in accordance with the Company Certificate of Incorporation and the DGCL (collectively, the "Company Stockholder Approval"). The Supporting Stockholders hold a sufficient number of shares of Company Common Stock and Company A Preferred Stock to obtain the Company Stockholder Approval. The Company Stockholder Approval is the only vote of holders of securities of the Company necessary to approve the Merger.

Section 2.27. Healthcare Regulatory Compliance.

(a) The Company and each Subsidiary is, and since January 31, 2017 has been, in compliance with all Healthcare Laws applicable to it and its assets, business or operations, except where such non-compliance would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. There are no written claims or notices of violation pending or, to the Company's Knowledge, threatened in writing against the Company or any of its Subsidiaries alleging material violations of or liability under any Healthcare Laws or Healthcare Permits, and, to the Company's Knowledge, neither the Company nor any Subsidiary is under or has been under, any non-routine audit or investigation by a Governmental Authority alleging material non-compliance by the Company or such Subsidiary with respect to any Healthcare Laws.

(b) The Company and each of its Subsidiaries holds in full force and effect all Healthcare Permits necessary for it to own, lease, sublease or operate its assets under applicable Healthcare Laws or to conduct its business and operations as presently conducted except where the failure to hold any such Healthcare Permit would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. To the Company's Knowledge, no circumstance exists or event has occurred which would reasonably be expected to result in the suspension, revocation, termination, restriction, limitation, modification or non-renewal of any Healthcare Permit held by the Company or any of its Subsidiaries, except where such suspension, revocation, termination, restriction, limitation, modification or non-renewal would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(c) To the Company's Knowledge as of the date hereof, the Healthcare Professionals employed by, or under contract with, the Company or any Subsidiary have complied and currently are in compliance with all applicable Healthcare Laws, and hold and have held all Healthcare Permits required to be held by them in the performance of their duties, and such Healthcare Permits have not been suspended, revoked, or restricted in any manner, and are all of the Healthcare Permits that are required for such Person to perform his or her duties for the Company, except where non-compliance with applicable Healthcare Laws or a failure to have a Healthcare Permit would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Company and its Subsidiaries have commercially reasonable systems and policies in place to verify and monitor the continued eligibility of all Healthcare Professionals employed by, or under contract with, the Company or such Subsidiary.

(d) Since January 31, 2017, neither the Company nor any of its Subsidiaries, nor to the Company's Knowledge as of the date hereof, any officer or employee of the Company or any Subsidiary has (i) offered or paid or solicited or received any remuneration, in cash or in kind, or made any financial arrangements, in violation of any applicable Healthcare Law; (ii) given any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) in violation of any applicable Healthcare Law; (iii) made any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift was illegal in any respect under the applicable Legal Requirements of any Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset or made any misleading, false or artificial entries on any of its books or records in violation of applicable Healthcare Laws; or (v) made any payment to any person with the intention that any part of such payment would be in violation of any applicable Healthcare Law. To the Company's Knowledge, no Person has filed or has threatened in writing to file against the Company or any Subsidiary an action under any federal or state whistleblower statute related to alleged noncompliance with applicable Healthcare Laws, including under the False Claims Act of 1863 (31 U.S.C. 6 3729 et seq.).

(e) Schedule 2.27(e) lists all National Provider Identifiers and provider numbers for the Company and each Subsidiary and Associated Person that participates in any Federal Healthcare Program. Since January 31, 2017, neither the Company nor any Subsidiary, nor to the Company's Knowledge, any Associated Person, has (i) been excluded from participating in any Federal Healthcare Program or any similar law, whether pursuant to 21 U.S.C. 335a, or similar state or foreign law, or otherwise; (ii) had a civil monetary penalty assessed pursuant to 42 U.S.C. § 1320a-7 or Section 1128A of the Social Security Act; (iii) been convicted (as that term is defined in 42 C.F.R. 61001.2) of any of those offenses described in 42 U.S.C. §1320a-7b or 18 U.S.C. 11669, 1035. 1347 or 1518, including any of the following categories of offenses: (A) criminal offenses relating to the delivery of an item or service under any Federal Healthcare Program (as that term is defined in 42 U.S.C. §1320a-7b) or healthcare benefit program (as that term is defined in 18 U.S.C. 124b), (B) criminal offenses under federal or state Law relating to patient neglect or abuse in connection with the delivery of a healthcare item or service, (C) criminal offenses under Laws relating to fraud and abuse, theft, embezzlement, false statements to third parties, money laundering, kickbacks, breach of fiduciary responsibility or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in a program operated by or financed in whole or in part by any federal, state or local governmental agency, (D) violations of Laws relating to the interference with or obstruction of any investigations into any criminal offenses described in this Section 2.27(e), or (E) criminal offenses under Laws relating to the unlawful manufacturing, distribution, prescription or dispensing of a controlled substance; or (iv) been involved or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §13729-3731 or qui tam action brought pursuant to 31 U.S.C. 63729 et seq.

(f) Except as set forth in Schedule 2.27(f), neither the Company nor any of its Subsidiaries, nor to the Company's Knowledge, any officer or employee of the Company or any Subsidiary, is a party to or bound by any individual integrity agreement, corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement, or other formal agreement with any Governmental Authority concerning compliance with Healthcare Laws, any Federal Healthcare Program, or the requirements of any Healthcare Permit.

(g) Except as set forth in Schedule 2.27(g), since January 31, 2017, the Company and its Subsidiaries have timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that each was required to file with any Governmental Authority, including state health and insurance regulatory authorities and any applicable federal regulatory authorities, except where such failure to timely file would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. All such regulatory filings complied in all material respects with applicable Healthcare Laws, except where such non-compliance would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(h) Since January 31, 2017, the Company and its Subsidiaries have (i) timely filed all material reports and billings required to be filed with each Customer, all of which were prepared in material compliance with all applicable Laws governing reimbursement and claims and the binding payment policies of the applicable Customer to which such Person is bound, (ii) paid all known and undisputed material refunds, overpayments, discounts and adjustments required to be paid, and there is no pending or, to the Company's Knowledge, threatened in writing, material appeal, adjustment, challenge, adverse inquiry, audit (including written notice of an intent to audit), or litigation by any Customer with respect to the Company or any Subsidiary's billing practices and reimbursement claims (other than routine audits in the ordinary course of business) and (iii) never been subject to a material audit (or received written notice that it is subject to a material audit) other than in the ordinary course of business. The Company has implemented commercially reasonable billing policies and practices to comply in all material respects with all applicable Healthcare Laws.

Section 2.28. Food and Drug Administration Matters.

(a) Since January 31, 2017, (i) all Assets stored, distributed, or used by or on behalf of the Company in connection with the Company Services that are subject to the jurisdiction of the U.S. Food and Drug Administration ("FDA") are being or have been stored, distributed, or used in compliance in all material respects with all applicable Laws administered or issued by the FDA or any other Governmental Authorities with oversight of such Assets and (ii) the Company and each Subsidiary is in compliance in all material respects with the Federal Food, Drug, and Cosmetic Act and implementing regulations, as applicable, governing reporting and recordkeeping for such Assets, including complaint records adverse event reporting, inventory management and expiration dates. The Company and its Subsidiaries have commercially reasonable policies and procedures in place to ensure that any required product recalls, withdrawals, suspensions, seizures or discontinuations initiated by a product manufacturer or Governmental Authority are conducted in material compliance with the requirement of the entity that initiated such recall, withdrawal, suspension, seizure or discontinuation.

(b) Since January 31, 2017, the Company and its Subsidiaries have not engaged in the non-clinical or clinical development, manufacture or compounding (sterile or non-sterile) of drugs that are subject to the jurisdiction of the FDA or state authorities, including state controlled substances acts.

(c) Since January 31, 2017, the Company and its Subsidiaries are in material compliance with all applicable import and export requirements, including FDA import-for-export requirements, export notifications or authorizations and record keeping requirements.

(d) Since January 31, 2017, neither the Company or any Subsidiary has conducted clinical research that requires reporting to an Institutional Review Board or engaged in activity that requires reporting to an institutional review board.

Section 2.29. Exclusivity of Representations. Except as provided in this ARTICLE II and the certificates and Ancillary Documents delivered in connection herewith or pursuant hereto, in each case as modified by the Company Schedule, neither the Company, any Subsidiary, any of its or their Affiliates, nor any of its or their respective directors, officers, employees, stockholders, or representatives have made, or are making, any representation, warranty, or statement of any kind or nature expressed or implied, at law or in equity whatsoever to Parent or its Affiliates. The Company acknowledges and agrees (on its own behalf and on behalf of its Affiliates and its Representatives) that: (i) it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of Parent; (ii) it has been afforded satisfactory access to the books and records, facilities and personnel of Parent for purposes of conducting such investigation; and (iii) except for the representations and warranties set forth in ARTICLE III and the certificates and Ancillary Documents delivered in connection herewith or pursuant hereto, in each case as modified by the Parent Schedule, it is not relying on any representations and warranties or any other materials from any Person in connection with the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Subject to the exceptions set forth in Schedule 3 attached hereto (the "Parent Schedule"), but subject to Section 8.15, each of Parent and Merger Sub represents and warrants to the Company as follows:

Section 3.1. Organization and Qualification. Each of Parent and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Each of Parent and Merger Sub is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the properties owned, leased, or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure thereof would not have, or be reasonably expected to have, a Parent Material Adverse Effect. Each jurisdiction in which Parent or Merger Sub is so qualified or licensed is listed in Schedule 3.1. Each of Parent and Merger Sub has the requisite corporate power and authority and is in possession of all Approvals necessary to own, lease, and operate the properties it purports to own, operate, or lease and to carry on its business as it is now being conducted, except where the failure to possess such Approvals (or the equivalent thereof) would not have, or be reasonably expected to have, a Parent Material Adverse Effect. Complete and correct copies of the Charter Documents of Parent and Merger Sub, as amended and currently in effect, have been made available to the Company or the Company's counsel.

Section 3.2. Subsidiaries. Except as set forth in Schedule 3.2, neither Parent nor Merger Sub has any direct or indirect Subsidiaries or participations in joint ventures or other entities, and does not own, directly or indirectly, any capital stock or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated.

Section 3.3. Power and Authorization. Each of Parent and Merger Sub has all requisite power and authority necessary for, and has duly authorized by all necessary action, the execution, delivery and performance by Parent and Merger Sub of this Agreement and each Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and the consummation of the Transactions. This Agreement and each Ancillary Agreement to which Parent and Merger Sub are (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party (a) has been (or, in the case of Ancillary Agreements to be entered into at the Closing, will be when executed and delivered) duly executed and delivered by Parent and Merger Sub and (b) is (or in the case of Ancillary Agreements to be entered into at the Closing, will be when executed and delivered) enforceable against Parent and Merger Sub 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).

Section 3.4. Authorization of Governmental Authorities. Except for (a) compliance with applicable requirements of the HSR Act, (b) the filing of the Certificate of Merger, and (c) those consents, approvals, authorizations, Permits, filings or notifications (if any) as will have been obtained or made at or prior to Closing, that would, individually or in the aggregate, reasonably be expected to be material to Parent and Merger Sub taken as a whole, in each case which are set forth in Schedule 3.4, no action by (including any authorization, consent or approval of), or in respect of, or filing with, any Governmental Authority is required by or on behalf of Parent or Merger Sub for, or in connection with, (i) the valid and lawful authorization, execution, delivery and performance by each of Parent and Merger Sub of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party or (ii) the consummation of the Transactions by Parent and Merger Sub.

Section 3.5. Non-contravention. Neither the authorization, execution, delivery, or performance by Parent or Merger Sub of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party, nor the consummation of the Transactions, will:

(a) subject to compliance with the requirements specified in Section 3.4, result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any Legal Requirement that would be, or reasonably be expected to be, material to Parent and Merger Sub, taken as a whole;

(b) result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in termination of, or accelerate the performance required by, or require any action by (including any authorization, consent or approval) or notice to, or increase any payment to, any Person under, any of the terms, conditions or provisions of (i) any Contractual Obligation of Parent or Merger Sub (except to the extent that any such breach, violation, default, termination, acceleration, or other action would not delay or impair the ability of Parent or Merger Sub, as applicable, to enter into this Agreement or any of the Ancillary Agreements or to consummate the Transactions), or (ii) the Charter Documents of Parent or Merger Sub;

(c) result in the creation or imposition of any material Lien on any material asset of Parent or Merger Sub other than Permitted Liens, Liens under applicable securities laws, or Liens created by the Company; or

(d) result in the triggering, acceleration, vesting or increase (i) of any payment to any Person or (ii) any equity security of Parent pursuant to any Contractual Obligation of Parent or Merger Sub.

Section 3.6. Compliance. Each of Parent and Merger Sub has complied and is in compliance with all, and is not in violation of any, Legal Requirements with respect to the conduct of its business, or the ownership or operation of its business. No written notice of non-compliance with any material Legal Requirement has been received by Parent or Merger Sub, and, to Parent's Knowledge as of the date hereof, no such notice has been delivered to any other Person.

Section 3.7. Capitalization.

(a) As of the date of this Agreement, the authorized capital stock of Parent consists of (i) 62,500,000 shares of Parent Common Stock, representing 50,000,000 shares of Parent Class A Common Stock and 12,500,000 shares of Parent Class B Common Stock, and (ii) 1,000,000 shares of Parent Preferred Stock. The Parent Securities are set forth on Schedule 3.7(a), each of which is validly issued, fully paid, and non-assessable. There are no issued and outstanding shares of Parent Preferred Stock. The foregoing represents all of the issued and outstanding Parent Securities as of the date of this Agreement. All outstanding Parent Securities (i) have been duly authorized and validly issued and full paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Legal Requirements, including federal and state securities laws, and all requirements set forth in (1) Parent's Charter Documents, and (2) any other applicable Contractual Obligation governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Parent's Charter Documents or any Contractual Obligation to which Parent is a party or otherwise bound.

(b) Schedule 3.7(b) sets forth the number of shares of Parent Common Stock reserved for issuance upon outstanding Parent Convertible Securities. Except as set forth on Schedule 3.7(b), there are no issued and outstanding Parent Convertible Securities. All shares of Parent Common Stock subject to issuance upon the exercise or conversion of Parent Convertible Securities, upon issuance on the terms and conditions specified in the instrument pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, and nonassessable.

(c) Except as provided for in this Agreement or as set forth in Schedule 3.7(c) hereto, there are no subscriptions, options, warrants, equity securities, or other ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Parent is a party or by which it is bound obligating Parent to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of capital stock or other ownership interests of Parent or obligating Parent to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment, or agreement. Parent does not have any outstanding bonds, debentures, notes or other obligations the holders of which have, or upon the happening of certain events would have, the right to vote (or which are convertible into or exercisable or exchangeable for securities having the right to vote) with the Parent Stockholders on any matter.

(d) Except as provided for in this Agreement or as set forth in Schedule 3.7(d), there are no registration rights, and there is no voting trust, proxy, rights plan, anti-takeover plan, or other agreements or understandings to which Parent is a party or by which Parent is bound with respect to any securities of Parent.

(e) Except as provided for in this Agreement or as set forth in Schedule 3.7(e), as a result of the consummation of the Transactions, no shares of capital stock, warrants, options, or other securities of Parent are issuable, and no rights in connection with any shares, warrants, options, or other securities of Parent accelerate or otherwise become triggered (whether as to vesting, exercisability, convertibility or otherwise).

(f) Except as provided for in this Agreement or as set forth in Schedule 3.7(f), no outstanding securities of Parent are unvested or subjected to a repurchase option, risk of forfeiture, or other condition under any applicable agreement with Parent.

(g) The authorized and outstanding share capital of Merger Sub is 1,000 shares of common stock, par value $0.0001 per share. Parent owns all of the outstanding share capital of Merger Sub, free and clear of all Liens.

(h) The Per Share Merger Consideration and Contingent Shares, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable state and federal securities laws and not subject to, and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Legal Requirements, Parent's Charter Documents, or any Contractual Obligation to which Parent is a party or otherwise bound.

Section 3.8. Parent SEC Reports and Financial Statements.

(a) Parent has timely filed all required registration statements, reports, schedules, forms, statements and other documents filed by Parent with the SEC since its formation (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "Parent SEC Reports"). All Parent SEC Reports and any correspondence from or to the SEC (other than such correspondence in connection with the initial public offering of Parent) and all certifications and statements required by: (i) Rule 13a-14 or 15d-14 under the Exchange Act; or (ii) 18 U.S.C. § 1350 (Section 906) of the Sarbanes-Oxley Act with respect to any of the foregoing (collectively, the "Certifications") are available on the SEC's Electronic Data-Gathering, Analysis and Retrieval system (EDGAR) in full without redaction. Parent has heretofore furnished to the Company true and correct copies of all amendments and modifications that have not been filed by Parent with the SEC to all agreements, documents and other instruments that previously had been filed by Parent with the SEC and are currently in effect. None of the Parent SEC Reports, as of their respective dates (or, if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Certifications are each true and correct in all material respects. The audited financial statements of Parent ("Parent Audited Financial Statements") and unaudited interim financial statements of Parent ("Parent Unaudited Financial Statements" and, together with the Parent Audited Financial Statements, the "Parent Financial Statements") (including, in each case, the notes and schedules thereto) included in the Parent SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with U.S. GAAP applied on a consistent basis in accordance with past practice during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments that are not expected to be material) in all material respects the financial position of Parent as of the respective dates thereof and the results of operations and cash flows for the respective periods then ended. As used in this Section 3.8, the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) Parent has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 and 15d-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Parent is made known to Parent's principal executive officer and its principal financial officer, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. To Parent's Knowledge, such disclosure controls and procedures are effective in timely alerting Parent's principal executive officer and principal financial officer to material information required to be included in Parent's periodic reports required under the Exchange Act.

(c) Parent has established and maintained a system of ICOFR. To Parent's Knowledge, such ICOFR are effective and sufficient to provide reasonable assurance regarding the reliability of Parent's financial reporting and the preparation of the Parent Financial Statements for external purposes in accordance with U.S. GAAP.

(d) There are no outstanding loans or other extensions of credit made by Parent to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Parent. Parent has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Except as otherwise noted in the Parent Financial Statements, the accounts and notes receivable of Parent reflected in the Parent Financial Statements: (i) arose from bona fide transactions in the ordinary course of business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms, except as such may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally, and by general equitable principles, (iii) are not subject to any valid set-off or counterclaim to which Parent has been notified in writing as of the date hereof except to the extent set forth in such balance sheet contained therein, and (iv) are not the subject of any actions or proceedings brought by or on behalf of Parent as of the date hereof.

(f) To Parent's Knowledge, as of the date hereof, there are no outstanding comments from the SEC with respect to the Parent SEC Reports. To Parent's Knowledge, none of the Parent SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

(g) Other than services provided prior to or in connection with Parent's initial public offering, all non-audit services were approved by the audit committee of the board of directors of Parent. Parent has no off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K promulgated by the SEC.

(h) To Parent's Knowledge, no officer, contractor, subcontractor, or agent of Parent has provided information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any Legal Requirement.

Section 3.9. Absence of Certain Developments. Except as set forth in the Parent SEC Reports filed prior to the date of this Agreement, (a) there has not been any change, development, condition or event that constitutes a Parent Material Adverse Effect; (b) the business of Parent has been conducted in the ordinary course of business (aside from steps taken in contemplation of the Transactions and COVID-19 Measures); and (c) Parent has not taken any action that would have required the prior written consent of the Company under Section 4.1(c) if such action had been taken on or after the date hereof and prior to the Closing.

Section 3.10. Trust Fund.

(a) As of the day immediately preceding the date hereof, Parent has approximately $115 million invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940 in a trust account administered by Continental (the "Trust Fund"), pursuant to that certain Investment Management Trust Agreement by and between Parent and Continental, dated as of October 14, 2020 (the "Trust Agreement"). The Trust Fund shall be utilized in accordance with Section 5.10 hereof and the Trust Agreement.

(b) The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by principles governing the availability of equitable remedies. Parent has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder, and there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by Parent or, to Parent's Knowledge, the trustee under the Trust Agreement. There are no separate Contractual Obligations, side letters or other understandings (whether written or unwritten, express or implied): (i) between Parent and Continental that would cause the description of the Trust Agreement in the Parent SEC Reports to be inaccurate in any material respect; or (ii) to Parent's Knowledge, that would entitle any Person (other than stockholders of Parent holding Parent Class A Common Stock sold in Parent's initial public offering who shall have elected to redeem their shares of Parent Class A Common Stock pursuant to Parent's Charter Documents) to any portion of the proceeds in the Trust Fund, except as described in the Parent SEC Reports. Prior to the Closing, none of the funds held in the Trust Fund may be released except: (A) interest income earned on the Trust Fund to pay taxes; and (B) to redeem Parent Class A Common Stock in accordance with the provisions of Parent's Charter Documents. There are no Actions pending or, to Parent's Knowledge, threatened in writing with respect to the Trust Fund.

Section 3.11. Real Property; Personal Property. Neither Parent nor Merger Sub owns or leases any real property or personal property.

Section 3.12. Intellectual Property. Neither Parent nor Merger Sub owns, licenses, or otherwise has any right, title or interest in any Intellectual Property Rights.

Section 3.13. Tax Matters.

(a) Each of Parent and Merger Sub has timely filed or has caused to be timely filed on its behalf all income and other material Tax Returns in each jurisdiction in which Parent and/or Merger Sub is required to file Tax Returns. All such Tax Returns were correct and complete. All Taxes owed by Parent and Merger Sub (whether or not shown on any Tax Return) have been paid. Neither Parent nor Merger Sub is currently the beneficiary of any extension of time within which to file any Tax Return (other than validly obtained automatic extensions). To the best of Parent's Knowledge, no claim has ever been made by a Governmental Authority in a jurisdiction where Parent or Merger Sub does not file Tax Returns that Parent or Merger Sub is or may be subject to taxation by that jurisdiction.

(b) Each of Parent and Merger Sub has (i) withheld and paid to the appropriate Governmental Authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor or stockholder and (ii) complied in all material respects with all filings required with respect thereto.

(c) There is no outstanding audit or examination concerning any Tax Return either (i) claimed, threatened, or raised in writing by a Governmental Authority, or (ii) as to which Parent or Merger Sub or the directors and officers (and employees responsible for Tax matters) of Parent or Merger Sub has knowledge.

(d) There is no Tax deficiency outstanding, proposed or assessed against Parent or Merger Sub, nor has Parent or Merger Sub executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax. Parent and Merger Sub have complied with all Legal Requirements with respect to payments made to third parties with respect to any Taxes.

(e) No adjustment relating to any Tax Returns filed by Parent or Merger Sub has been (i) proposed in writing, formally or informally, by any Governmental Authority, or (ii) as to which Parent or Merger Sub or the directors and officers (and employees responsible for Tax matters) of Parent or Merger Sub has knowledge, and neither Parent, Merger Sub, nor any director or officer (or employee responsible for Tax matters) of Parent or Merger Sub expects any Governmental Authority to assess any additional Taxes for any period for which Tax Returns have been filed.

(f) No power of attorney that has been granted by Parent or Merger Sub with respect to a Tax matter is currently in effect.

(g) Neither Parent nor Merger Sub has been included in any "consolidated," "unitary," "combined," or similar Tax Return provided for under any Legal Requirements as a member of an affiliated group or otherwise (other than a group including only Parent and Merger Sub), and has no liability for the Taxes of any other Person, by reason of any agreements, contracts, or arrangements as a successor or transferee or otherwise. Neither Parent nor Merger Sub is a party to or bound by any Tax sharing agreement providing for the allocation of Taxes among members of an affiliated, consolidated, combined or unitary group, or any Tax receivable, Tax allocation, Tax indemnity or similar agreements, other than any such agreement that is Contractual Obligation entered into in the ordinary course of business and not primarily related to Taxes, but including any Contractual Obligation in connection with the acquisition of any Person or asset and any Contractual Obligation to indemnify any Person for Taxes. No "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Law), private letter rulings, technical advice memoranda or similar agreements or rulings have been requested, entered into or issued by any Governmental Authority with respect to Parent which agreement or ruling would be effective after the Closing Date.

(h) Neither Parent nor Merger Sub is currently subject to any Liens, other than Permitted Liens, imposed on any of its assets as a result of the failure or alleged failure of Parent or Merger Sub to pay Taxes, and to Parent's Knowledge, there is no basis for assertion of any claims attributable to Taxes that, if adversely determined, would result in any such Lien.

(i) Neither Parent nor Merger Sub has any liability for any unpaid Taxes which have not been accrued for or reserved on the balance sheets included in the Parent Financial Statements, whether asserted or unasserted, contingent or otherwise.

(j) Neither Parent nor Merger Sub is or has been a party to any "listed transaction" as defined in Section 6707A of the Code and Treasury Regulations Section 1.6011-4 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).

(k) During the two-year period ending on the date of this Agreement, neither Parent nor Merger Sub (or any predecessor thereof) was a distributing corporation or a controlled corporation in a transaction purported or intended to be governed by Section 355 of the Code.

(l) None of Parent, the Company or Merger Sub will be required to include any material item of income, or exclude any material item of deduction, for any taxable period (or portion thereof) after the Closing Date (determined with and without regard to the transactions contemplated by this Agreement) as a result of: (i) an installment sale transaction occurring before the Closing governed by Section 453 of the Code (or any similar provision of state, local or non-U.S. Legal Requirements) or open transaction occurring before the Closing, in each case, entered into by Parent or Merger Sub; (ii) a disposition by Parent or Merger Sub occurring before the Closing reported as an open transaction for U.S. federal income Tax purposes (or any similar doctrine under state, local, or non-U.S. Legal Requirements); (iii) any prepaid amounts received by Parent or Merger Sub prior to the Closing or deferred revenue realized, accrued or received outside the ordinary course of business prior to the Closing; (iv) a change in method of accounting under Section 481 of the Code that occurs or was requested by or on behalf of Parent or Merger Sub prior to the Closing (or as a result of an impermissible method used by Parent or Merger Sub prior to Closing); (v) an agreement entered into by or on behalf of Parent or Merger Sub with any Governmental Authority (including a "closing agreement" under Section 7121 of the Code) prior to the Closing; (vi) intercompany transactions entered into by Parent or Merger Sub or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Legal Requirements), (vii) election by or on behalf of Parent or Merger Sub under Section 108(i) of the Code (or any similar or corresponding provision of state, local or non-U.S. Legal Requirements), (viii) "global intangible low-taxed income" within the meaning of Section 951A of the Code (or any corresponding or similar provision of Law) of Parent or Merger Sub attributable to a taxable period (or portion thereof) ending on or prior to the Closing Date, (ix) any COVID-19 Response Law, or (x) any other action or election taken or made by or on behalf of Parent or Merger Sub before the Closing. Neither Parent nor Merger Sub will be required to make any payments after the Closing Date under Section 965 of the Code.

(m) Neither Parent nor Merger Sub has applied for any relief under, taken advantage of, deferred the payment of Tax or the recognition of taxable income or gain as result of, or is otherwise subject to any provision of a COVID-19 Response Law.

(n) Neither Parent nor Merger Sub has taken, intends to take, or has agreed to take any action or is aware of any fact or circumstance that would prevent or impede, or would reasonably be expected to prevent or impede, the Transactions from qualifying for the Intended Tax Treatment.

(o) The representations and warranties contained in this Section 3.13 are the only representations and warranties being made by Parent and Merger Sub with respect to Taxes (except for the representations and warranties contained in Section 3.14 to the extent relating to Taxes).

Section 3.14. Employees; Employee Benefit Plans.

(a) Other than any officers or as described in the Parent SEC Reports, Parent and Merger Sub do not have and have never had any employees. Other than reimbursement of any out-of-pocket expenses incurred by Parent's officers and directors in connection with activities on Parent's behalf in an aggregate amount not in excess of the amount of cash held by Parent outside of the Trust Fund, neither Parent nor Merger Sub has any unsatisfied material liability with respect to any employee.

(b) Other than as contemplated by this Agreement, Parent and Merger Sub do not currently, and do not plan or have any commitment to, maintain, sponsor, contribute to or have any liability with respect to any Employee Plans.

(c) The representations and warranties contained in this Section 3.14 are the only representations and warranties being made by Parent with respect to employee benefits.

Section 3.15. Contracts. Schedule 3.15 sets forth a true, correct and complete list of each "material contract" (as such term is defined in Regulation S-K of the SEC) to which Parent or Merger Sub is a party, other than any such material contract previously filed with the SEC.

Section 3.16. Affiliate Transactions. Except as described in the Parent SEC Reports, no Contractual Obligation between Parent, on the one hand, and any of the present or former directors, officers, employees, stockholders or warrant holders or Affiliates of Parent (or an immediate family member of any of the foregoing), on the other hand, will continue in effect following the Closing, other than any such Contractual Obligation that is not material to Parent.

Section 3.17. Litigation. There is no Action pending or, to Parent's Knowledge, threatened in writing, to which Parent or Merger Sub is a party (either as plaintiff or defendant) or to which its material assets are subject which is reasonably expected to be materially adverse to the operations of Parent. No allegations of sexual harassment have been made against any officer or director of Parent or Merger Sub which could reasonably be expected to result in a Parent Material Adverse Effect.

Section 3.18. Parent Listing. The issued and outstanding shares of Parent Class A Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "MOTN." The issued and outstanding Parent Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "MOTNW." The issued and outstanding Parent Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "MOTNU." There is no Action pending or, to Parent's Knowledge, threatened in writing against Parent by Nasdaq or the SEC with respect to any intention by such entity to deregister the Parent Class A Common Stock, Parent Warrants or Parent Units or terminate the listing of Parent on Nasdaq. None of Parent or any of its Affiliates has taken any action in an attempt to terminate the registration of the Parent Class A Common Stock, Parent Warrants, or Parent Units under the Exchange Act.

Section 3.19. Brokers. Except as set forth in Schedule 3.19, no investment banker, financial advisor, broker, or finder has acted for or on behalf of Parent, Merger Sub, or any Affiliate thereof in connection with this Agreement or the Transactions, and Parent and Merger Sub have not entered into any agreement with any Person which will result in the obligation of Parent to pay any finder's fee, brokerage fees, commission, or similar compensation in connection with the Transactions.

Section 3.20. Business Activities. Since its incorporation, neither Parent nor Merger Sub has conducted any business activities other than activities in connection with its incorporation, Parent's initial public offering, or directed toward the accomplishment of one or more business combinations.

Section 3.21. Board Approval. The board of directors of each of Parent and Merger Sub has, as of the date of this Agreement, unanimously (i) declared the advisability of the Transactions and approved this Agreement and the Transactions, (ii) determined that the Transactions are in the best interests of its stockholders, and (iii) determined that the fair market value of the Company, is equal to at least 80% of the balance in the Trust Fund (net of disbursements for tax obligations). Other than the approval of the Parent Stockholder Matters, no other corporate proceedings on the part of Parent or Merger Sub are necessary to approve the consummation of the Transactions.

Section 3.22. Exclusivity of Representations. Except as provided in this ARTICLE III and the certificates and Ancillary Documents delivered in connection herewith or pursuant hereto, in each case as modified by the Parent Schedule, neither Parent, Merger Sub, any of its or their Affiliates, nor any of its their respective directors, officers, employees, shareholders, or representatives has made, or is making, any representation, warranty, or statement of any kind or nature expressed or implied, at law or in equity whatsoever to the Company or its Affiliates. Each of Parent and Merger Sub acknowledges and agrees (on its own behalf and on behalf of its Affiliates and its Representatives) that: (i) it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company; (ii) it has been afforded satisfactory access to the books and records, facilities and personnel of the Company for purposes of conducting such investigation; and (iii) except for the representations and warranties with respect to the Company set forth in ARTICLE II and the certificates and Ancillary Documents delivered in connection herewith or pursuant hereto, in each case as modified by the Company Schedule, it is not relying on any representations and warranties or any other materials from any Person in connection with the transactions contemplated hereby.

ARTICLE IV
COVENANTS OF THE PARTIES

Section 4.1. Operation of the Business by the Company, Parent and Merger Sub.

(a) Conduct of the Business Generally. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms and the Closing, each of the Company, Parent and Merger Sub shall, except for those actions or omissions (i) set forth in Schedule 4.1, (ii) required or permitted by the terms of this Agreement, (iii) required by Law, (iv) taken or omitted to be taken as a result COVID-19 Measures, or (v) consented to by the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), use commercially reasonable efforts to carry on its business in the ordinary course of business to (x) preserve substantially intact its present business organization, (y) keep available the services of its present officers and key employees and (z) preserve its relationships with key Customers, suppliers, distributors, licensors, licensees, and others with which it has significant business dealings; provided, however, that no action or failure to take action by the Company of the type specifically addressed by any of the subsections of Section 4.1(b) shall constitute a breach under this Section 4.1(a) by the Company unless such action would constitute a breach of such subsection of Section 4.1(b) applicable to the Company, which shall be the operative provision of Section 4.1 with respect to such specifically addressed actions, and no action or failure to take action by Parent or Merger Sub of the type specifically addressed by any of the subsections of Section 4.1(c) shall constitute a breach under this Section 4.1(a) by Parent or Merger Sub unless such action would constitute a breach of such subsection of Section 4.1(c) applicable to Parent or Merger Sub, which shall be the operative provision of Section 4.1 with respect to such specifically addressed actions.

(b) Conduct of Business of the Company. Except for those actions or omissions (w) set forth in Schedule 4.1(b), (x) required or permitted by the terms of this Agreement, (y) required by applicable Legal Requirements, or (z) taken or omitted to be taken as a result of COVID-19 Measures, without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), during the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Closing, the Company shall not do any of the following:

(i) Abandon, dispose of, allow to lapse, transfer, sell, assign, or exclusively license to any Person or otherwise extend, amend or modify any existing or future Intellectual Property Rights, in each case that are material to the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(ii) Transfer or provide a copy of any Company Source Code to any Person other than current employees, contractors, and consultants of the Company or any Subsidiary under current and enforceable confidentiality agreements;

(iii) Declare, set aside or pay any dividends on or make any other distributions (whether in cash, stock, equity securities or property) in respect of any capital stock or other equity interest, or split, combine or reclassify any equity interest or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any capital stock or other equity interest, except transactions between the Company and any wholly owned Subsidiary of the Company or between wholly owned Subsidiaries of the Company;

(iv) Purchase, redeem or otherwise acquire, directly or indirectly, any capital stock or other equity interest of the Company, other than pursuant to Contractual Obligations in effect as of the date hereof or the net share settlement of any Company Options or Company Warrants;

(v) Other than pursuant to Contractual Obligations in effect as of the date hereof and made available to Parent, issue, deliver, sell, authorize, pledge or otherwise encumber, or agree to any of the foregoing with respect to, any capital stock or any securities convertible into or exchangeable for capital stock (in each case, other than Company Options), or subscriptions, rights, warrants or options to acquire any capital stock or any securities convertible into or exchangeable for capital stock, or enter into other agreements or commitments of any character obligating it to issue any such capital stock or convertible or exchangeable securities (in each case, other than Company Options);

(vi) Amend its Charter Documents;

(vii) Acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a material portion of the assets of, or by any other manner, any business or any corporation, partnership, association, or other business organization or division thereof, except for acquisitions made or entered into (x) in connection with or reasonably related to a Company Service as is currently conducted as of the date hereof or (y) that do not exceed $2,500,000 individually or $10,000,000 in the aggregate for acquisitions that are not in connection with or reasonably related to a Company Service, provided, in the case of (x) and (y) that (A) financial statements of the acquired, merged or consolidated entity shall not be required to be included in the Proxy Statement/Prospectus, and (B) the Company survives any such acquisition, merger or consolidation;

(viii) Enter into any joint ventures, strategic partnerships or alliances, or other arrangements that provide for exclusivity of territory or otherwise restrict the Company's or any Subsidiary's ability to compete or to offer or sell any products or services to other Persons, in each case, other than such arrangements (x) made in the ordinary course of business or (y) that are not otherwise material to the Company and its Subsidiaries, taken as a whole;

(ix) Sell, lease, license, encumber or otherwise dispose of any material properties or assets, except the sale, lease or disposition of property or assets that are not material, individually or in the aggregate, to the business of the Company;

(x) Except for incurrences of indebtedness by the Company or its Subsidiaries (x) under existing credit facilities (or any replacement thereto) in the ordinary course of business or (y) in connection with any acquisition not prohibited pursuant to Section 4.1(b)(vii), incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person or Persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of the Company, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing;

(xi) Other than in the ordinary course of business, increase any benefits under any Employee Plan, grant any severance or termination pay, pay any special bonus or special remuneration, or increase the compensation payable or paid, whether conditionally or otherwise, to any Person, in each case as set forth on Schedule 4.1(b)(xi), or enter into or adopt any new severance plan, or amend, modify, or alter in any material respect any Employee Plan;

(xii) Enter into any collective bargaining agreement;

(xiii) Release, assign, compromise, pay, discharge, settle or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), or litigation (whether or not commenced prior to the date of this Agreement) other than the release, assignment, compromise, payment, discharge, settlement or satisfaction of any claims, liabilities, or obligations (x) in the ordinary course of business consistent with past practice or (y) that are solely monetary in nature, do not individually exceed $500,000, and payments related to such settlements are made prior to the Closing;

(xiv) Waive the benefits of, agree to modify in any material manner, terminate, release any Person from or knowingly fail to enforce any confidentiality or similar agreement to which the Company or any of its Subsidiaries is a party or of which the Company or any of its Subsidiaries is a beneficiary, in each case, other than (x) with Customers and other counterparties in the ordinary course of business consistent with past practice or (y) such waivers, modifications, or releases that would not be material to the Company and its Subsidiaries, taken as a whole;

(xv) Modify or terminate any Disclosed Contract in a manner that is adverse to the Company, in each case other than in the ordinary course of business;

(xvi) Except as required by Legal Requirements or U.S. GAAP, revalue any of its assets in any manner or make any change in accounting methods, principles or practices;

(xvii) Make, revoke, amend, or rescind any material Tax elections or material Tax compromise with any Governmental Authority, execute any waiver of restrictions on assessment or collection of any material amount of Tax, or change any material method of accounting for Tax purposes or prepare or file any material Tax Return in a manner inconsistent with past practice (except as may be required by a change in Law or fact), or fail to pay any material amount of Tax when due (including any material estimated Tax payments), claim any Tax credits or defer any Tax payments under any COVID-19 Response Law, or enter into any Tax sharing, Tax allocation, Tax receivable or Tax indemnity agreement (other than any agreement that is a Contractual Obligation entered into in the ordinary course of business and not primarily related to Taxes);

(xviii) Discontinue any material line of business or any material business operations;

(xix) Make any loan to an Insider of the Company or any of its Subsidiaries; or

(xx) Agree in writing or otherwise agree or commit to take any of the actions described in Section 4.1(b)(i) through (xix) above.

(c) Conduct of Business of Parent and Merger Sub. Except as required or permitted by the terms of this Agreement or as set forth in Schedule 4.1(c) hereto, or except as required by Law, without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), during the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Closing, Parent and Merger Sub shall not do any of the following:

(i) Declare, set aside or pay any dividends on or make any other distributions (whether in cash, stock, equity securities or property) in respect of any capital stock or other equity interest, or split, combine or reclassify any equity interest or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any capital stock or other equity interest;

(ii) Purchase, redeem or otherwise acquire, directly or indirectly, any capital stock or other equity interest of Parent or Merger Sub;

(iii) Issue, deliver, sell, authorize, pledge or otherwise encumber, or agree to any of the foregoing with respect to, any capital stock or any securities convertible into or exchangeable for capital stock, or subscriptions, rights, warrants or options to acquire any capital stock or any securities convertible into or exchangeable for capital stock, or enter into other agreements or commitments of any character obligating it to issue any such capital stock or convertible or exchangeable securities;

(iv) Amend its Charter Documents;

(v) Acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any corporation, partnership, association, or other business organization or division thereof, or enter into any joint ventures, strategic partnerships or alliances, or other arrangements;

(vi) Except for Parent Borrowings, incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person or Persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of Parent, enter into any “keep well” or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing;

(vii) Except as required by Legal Requirements or U.S. GAAP, revalue any of its assets in any manner or make any change in accounting methods, principles or practices;

(viii) Except as set forth on Schedule 4.1(c)(viii), incur or enter into any Contractual Obligation requiring Parent or Merger Sub to pay an aggregate amount in excess of $200,000;

(ix) Other than as required by Law or as consistent with ordinary course practices, increase any benefits under any Employee Plan, grant any severance or termination pay, pay any special bonus or special remuneration, or increase the compensation payable or paid, whether conditionally or otherwise, to any employee, consultant, director or officer of Parent or Merger Sub, or enter into or adopt any new severance plan, or amend, modify, or alter in any material respect any Employee Plan;

(x) Release, assign, compromise, pay, discharge, settle or satisfy any material claims, liabilities, obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), or Actions (whether or not commenced prior to the date of this Agreement);

(xi) Make, revoke, amend, or rescind any Tax elections or Tax compromise with any Governmental Authority, execute any waiver of restrictions on assessment or collection of any Tax, change any method of accounting for Tax purposes or prepare or file any Tax Return in a manner inconsistent with past practice, fail to pay any material Tax when due (including any material estimated Tax payments), claim any Tax credits or defer any Tax payments under any COVID-19 Response Law, or enter into any Tax sharing, Tax allocation, Tax receivable or Tax indemnity agreement;

(xii) Form or establish any Subsidiary;

(xiii) Enter into any material transaction with or distribute or advance any assets or property to any of its officers, directors, partners, stockholders, managers, members or other Affiliates, other than the (x) payment of salary and benefits, (y) payment of bonuses, and (z) advancement of expenses, in each case as made in the ordinary course of business consistent with prior practice;

(xiv) Amend the Trust Agreement or any other agreement related to the Trust Fund;

(xv) Liquidate, dissolve, reorganize or otherwise wind up the business or operations of Parent or Merger Sub;

(xvi) Take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent or impede the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment; or

(xvii) Agree in writing or otherwise agree or commit to take any of the actions described in Section 4.1(c)(i) through (xvi) above.

(d) No Control of the Other Party's Business. The Parties acknowledge and agree that the restrictions set forth in this Agreement are not intended to give the Company, on the one hand, or Parent or Merger Sub, on the other hand, directly or indirectly, the right to control or direct the business or operations of the other at any time prior to the Effective Time. Prior to the Effective Time, the Company, on the one hand, and Parent and Merger Sub, on the other hand, will exercise, consistent with the terms, conditions and restrictions of this Agreement, complete control and supervision over their own business and operations.

Section 4.2. Confidentiality; Access to Premises and Information.

(a) Confidentiality. The Parties agree that they shall be bound by that certain Confidentiality Agreement, dated November 17, 2020 (the "Confidentiality Agreement"), by and between the Company and Parent with respect to all nonpublic information exchanged in connection with this Agreement and the negotiations related thereto. The terms of the Confidentiality Agreement are incorporated herein by reference and shall continue in full force and effect until the Closing, at which time the Confidentiality Agreement shall terminate. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect, subject to Section 7.2.

(b) Access to Information. Subject to the Confidentiality Agreement, from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with ARTICLE VII, the Company will permit Parent, during normal business hours and upon reasonable notice, to have reasonable access to Representatives of the Company and to premises, properties, books, records (including Tax records of the Company) and contracts of the Company, except, in each case, for privileged attorney-client communications or attorney work product, and information or materials required to be kept confidential by applicable Legal Requirements; provided, however, that in exercising access rights under this Section 4.2(b), Parent and Parent's Representatives will not be permitted to interfere unreasonably with the conduct of the business of the Company or any of its Subsidiaries. The Company will instruct the PCAOB Auditor to provide Parent and its Representatives reasonable access to all of the financial information used in the preparation of the Financial Statements and PCAOB Audited Financial Statements and reasonably cooperate with the preparation of financial statements or financial information for inclusion in the Form S-4; provided that Parent and its Representatives execute any customary non-reliance or similar agreement reasonably requested by the PCAOB Auditor; provided further that the Company shall be entitled to attend any meeting and be copied on any correspondence between Parent or any of its Representatives and the PCAOB Auditor. Parent will permit the Company and its Representatives, during normal business hours and upon reasonable notice, to have reasonable access to Representatives of Parent and Merger Sub and to premises, properties, books, records (including Tax records of Parent) and contracts of Parent and Merger Sub, except, in each case, for privileged attorney-client communications or attorney work product, and information or materials required to be kept confidential by applicable Legal Requirements; provided, however, that in exercising access rights under this Section 4.2(b), the Company and the Company's Representatives will not be permitted to interfere unreasonably with the conduct of business of Parent or Merger Sub. Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 4.2 will qualify or limit any representation or warranty set forth herein or the conditions to the Closing set forth in Section 6.2(a) or 6.3(a), as applicable.

(c) Parent and Merger Sub each hereby agrees that from the date hereof until the Closing Date or the earlier termination of this Agreement, it will not (and will not permit any of its Representatives or Affiliates to) contact or communicate with the employees, customers, providers, service providers or suppliers of the Company or any of its Subsidiaries without the prior consultation with and approval of the Chief Executive Officer or Chief Financial Officer of the Company (such approval not to be unreasonably withheld, conditioned or delayed); provided, however, that neither this Section 4.2(c) nor anything else herein will prohibit any contacts by Parent's Representatives or Affiliates with the customers, providers, service providers and suppliers of the Company or any of its Subsidiaries in the ordinary course of business and unrelated to the transactions contemplated hereby.

Section 4.3. Exclusivity.

(a) From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article VII, the Company will not (and will not cause or permit any Subsidiary or its or their Affiliates or Representatives to) solicit, initiate, enter into, or continue discussions, negotiations, or transactions with, or encourage or respond to any inquiries or proposals by, or provide any information to any Person relating to, or enter into or consummate any transaction relating to, (i) any merger, sale of the Company's equity interests or a material portion of the Company's or its Subsidiaries' assets, or a similar change in control transaction with respect to the Company or any Subsidiary or (ii) any financing, investment, acquisition, purchase, merger, sale or any other similar transaction that would restrict, prohibit or inhibit the Company's ability to consummate the Transactions contemplated by this Agreement (the transactions in subsections (i) and (ii), collectively "Competing Company Transactions"). In addition, the Company will, and will cause each of its Subsidiaries and its and their respective Representatives to, promptly cease any and all existing discussions or negotiations with any Person conducted heretofore with respect to any Competing Company Transaction. The Company will promptly (and in no event later than 48 hours after becoming aware of such inquiry, proposal, offer or submission) (x) notify Parent if the Company or, to the Company's Knowledge, any of its Subsidiaries, Affiliates, or Representatives receives any inquiry, proposal, offer or submission with respect to a Competing Company Transaction after the execution and delivery of this Agreement, (y) notify Parent of the identity of the Person making such inquiry or submitting such proposal, offer or submission, and (z) provide Parent with a copy of such inquiry, proposal, offer or submission (in the case of subsections (y) and (z) only, to the extent not prohibited by any applicable non-disclosure agreement entered into prior to the date of the Exclusivity Agreement, to which the Company is a party, as determined in good faith by the Company, in which case the Company shall provide such notice to the maximum extent not prohibited). The Company agrees that the rights and remedies for noncompliance with this Section 4.3(a) include specific performance, it being acknowledged and agreed that any breach or threatened breach will cause irreparable injury to Parent and that money damages would not provide an adequate remedy for such injury.

(b) From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with ARTICLE VII, Parent and Merger Sub will not (and will not cause or permit its Affiliates or Representatives to) solicit, initiate, enter into, or continue discussions, negotiations, or transactions with, or encourage or respond to any inquiries or proposals by, or provide any information to any Person relating to, or enter into or consummate any transaction relating to (i) any merger, sale of the equity interests of Parent or Merger Sub or a material portion of Parent's assets, or a similar change in control transaction with respect to Parent or Merger Sub or (ii) any financing, investment, acquisition, purchase, merger, sale or any other similar transaction that would restrict, prohibit or inhibit Parent's ability to consummate the Transactions contemplated by this Agreement (the transactions in subsections (i) and (ii), collectively "Competing Parent Transactions"). In addition, Parent will, and will cause Merger Sub and each of its and their respective Representatives to, promptly cease any and all existing discussions or negotiations with any Person conducted heretofore with respect to any Competing Parent Transaction. Parent will promptly (and in no event later than 48 hours after becoming aware of such inquiry, proposal, offer or submission) notify the Company if Parent, Merger Sub or, to Parent's Knowledge, any of its or their Representatives receives any inquiry, proposal, offer or submission with respect to a Competing Parent Transaction (including the identity of the Person making such inquiry or submitting such proposal, offer or submission), after the execution and delivery of this Agreement, and will provide the Company with a copy of such inquiry, proposal, offer or submission. Parent agrees that the rights and remedies for noncompliance with this Section 4.3(b) include specific performance, it being acknowledged and agreed that any breach or threatened breach will cause irreparable injury to the Company and that money damages would not provide an adequate remedy for such injury.

Section 4.4. Certain Financial Information. Within thirty (30) Business Days after the end of each month between the date hereof and the earlier of the Closing Date and the date on which this Agreement is terminated, the Company shall deliver to Parent unaudited consolidated financial statements for such month and management commentary on the business performance during such month.

Section 4.5. PCAOB Audit of the Company's Financial Statements. The Company shall deliver to Parent as promptly as reasonably practicable after the date hereof the consolidated audited financial statements of the Company as of and for the years ended December 31, 2020 and December 31, 2019 and all notes thereto (the "PCAOB Audited Financial Statements"), which comply with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act, and the Securities Act applicable to a registrant. The PCAOB Audited Financial Statements shall comply as to form in all material respects, and shall be prepared in accordance, with U.S. GAAP (as modified by the rules and regulations of the SEC) applied on a consistent basis throughout the periods involved, shall fairly present in all material respects the consolidated financial position of the Company at the date thereof and the results of its operations and cash flows for the period therein indicated. When delivered by the Company to Parent after the date hereof, the PCAOB Audited Financial Statements will not reflect any differences from the Financial Statements for the periods shown, except for such differences that would not constitute a Company Material Adverse Effect.

Section 4.6. Commercially Reasonable Efforts. Upon the terms and subject to the conditions set forth in this Agreement, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other Transactions, including using commercially reasonable efforts to accomplish the following: (a) the taking of all acts necessary to cause the conditions precedent set forth in ARTICLE VI to be satisfied, (b) the obtaining of all necessary actions, waivers, consents, approvals, orders and authorizations from Governmental Authorities and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all steps as may be necessary to avoid any Action, (c) the obtaining of all consents, approvals or waivers from third parties (it being understood that nothing herein shall require the Parties or any of their respective Affiliates to incur any liability or material expense in connection with obtaining any consent, approval or waiver), (d) the defending of any Action challenging this Agreement or the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed and (e) the execution or delivery of any additional instruments reasonably necessary to consummate, and to fully carry out the purposes of, the Transactions. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be deemed to require Parent or the Company to agree to any divestiture by itself or any of its Affiliates of shares of capital stock or of any business, assets or property, the imposition of any limitation on the ability of any of them to conduct their business or to own or exercise control of their respective assets, properties and capital stock, or the incurrence of any liability or expense.

Section 4.7. HSR Act. If required pursuant to the HSR Act, as promptly as practicable, and in any event within twenty (20) Business Days from the date of this Agreement, Parent and the Company shall each: (a) prepare and file the notification required of it thereunder in connection with the Merger, (b) promptly and in good faith respond to all information requested of it by the Federal Trade Commission and Department of Justice in connection with such notification and otherwise cooperate in good faith with each other and such Governmental Authorities, and (c) request early termination of any waiting period under the HSR Act. Parent and the Company shall (i) promptly inform the other of any communication to or from the Federal Trade Commission, the Department of Justice or any other Governmental Authority regarding the transactions contemplated by this Agreement and permit counsel to the other Party an opportunity to review in advance, and each Party shall consider in good faith the views of such counsel in connection with, any proposed written communications by such Party to any Governmental Authority concerning the transactions contemplated by this Agreement, (ii) give the other prompt notice of the commencement of any Action by or before any Governmental Authority with respect to such transactions and (iii) keep the other reasonably informed as to the status of any such Action. Each Party agrees to provide, to the extent permitted by the applicable Governmental Authority, the other Party and its counsel the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such Party and/or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby; provided, no Party shall extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Authority without the written consent of the other Parties. Filing fees with respect to the notifications required under the HSR Act shall be paid by the Company.

Section 4.8. PIPE Financing and Alternative PIPE Financing.

(a) Without the prior written consent of the Company, Parent shall not amend, modify, or waive (in whole or in part), or provide consent to amend, modify, waive, or terminate, any provision or remedy under, or any replacements of, any of the Subscription Agreements, in each case other than any assignment or transfer contemplated therein or expressly permitted thereby. In the event that all conditions in the Subscription Agreements have been satisfied, Parent shall use its commercially reasonable efforts to take, or to cause to be taken, all actions required, or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using commercially reasonable efforts to (i) comply with respective obligations under the Subscription Agreements, (ii) maintain in effect the Subscription Agreements in accordance with the terms and conditions thereof, (iii) satisfy on a timely basis all conditions and covenants applicable to Parent set forth in the applicable Subscription Agreements within its control, and (iv) consummate the PIPE Financing when required pursuant to this Agreement.

(b) If all or any portion of the PIPE Financing becomes unavailable, (i) Parent shall use commercially reasonable efforts to promptly obtain the PIPE Financing or such portion of the PIPE Financing from alternative sources in an amount, when added to any portion of the PIPE Financing that is available, equal to the Minimum PIPE Amount (any alternative source(s) of financing, "Alternative PIPE Financing"), (ii) in the event that Parent is able to obtain any Alternative PIPE Financing, Parent shall use commercially reasonable efforts to enter into a new subscription agreement (each, an "Alternative Subscription Agreement") that provides for the subscription and purchase of Parent Class A Common Stock containing terms and conditions not less favorable from the standpoint of Parent and the Company than those in the Subscription Agreements entered into as of the date hereof (as determined in the reasonable good faith judgment of Parent and the Company), and (iii) in the case of subsection (i) or (ii), the Company shall (x) furnish or cause to be furnished to any Alternative PIPE Financing sources such information regarding the Company as may be reasonably requested, (y) cause the Company's management team, with appropriate seniority and expertise, to participate in meetings, presentations, due diligence sessions, drafting sessions, road shows and meetings with prospective Alternative PIPE Financing sources, and (z) prepare offering documents and other marketing materials of a type customarily used for the type of financing proposed and cooperate with marketing efforts for the Alternative PIPE Financing as reasonably requested by Parent. In such event, the term "PIPE Financing" as used in this Agreement shall be deemed to include any Alternative PIPE Financing, the term "Subscription Agreements" as used in this Agreement shall be deemed to include any Alternative Subscription Agreement and the term "PIPE Investor" as used in this Agreement shall be deemed to include any Person that is subscribing for Parent Class A Common Stock under any Alternative Subscription Agreement. For the avoidance of doubt, if all or any portion of the PIPE Financing or Alternative PIPE Financing becomes unavailable, Parent may utilize deposits, proceeds or any other amounts from the Trust Fund and, to the extent acceptable to the Company, any additional third-party financing to satisfy its financing obligations hereunder.

Section 4.9. Parent Governing Documents. Immediately prior to the Effective Time, subject to obtaining the approval of Necessary Stockholder Matters, Parent shall (i) adopt the amended and restated bylaws of Parent, the form of which is attached hereto as Exhibit B ("Parent A&R Bylaws") and (ii) adopt and cause to be filed the Parent A&R Charter with the Delaware Secretary of State, which shall, among other things, change the name of Parent to "DocGo, Inc." or such other name substantially similar thereto as agreed to by the Parties.

Section 4.10. Litigation. Prior to the Effective Time, each Party shall provide the other Parties with prompt written notice of all Actions commenced or threatened in writing (including by providing copies of all pleadings with respect thereto) and keep such other Parties reasonably informed with respect to the status thereof. Parent shall control the defense or prosecution of any Action commenced or threatened against Parent, Merger Sub, or any of their Affiliates ("Parent Litigation"), and Parent shall in good faith consult with counsel to the Company with respect to the defense and prosecution of any Parent Litigation and shall consider in good faith the Company's advice with respect to the Parent Litigation. For the avoidance of doubt, the release, assignment, compromise, payment, discharge, settlement or satisfaction of any Parent Litigation shall be subject to Section 4.1(c)(x).

ARTICLE V
ADDITIONAL COVENANTS

Section 5.1. Form S-4; Special Meeting.

(a) As soon as reasonably practicable following the execution and delivery of this Agreement, Parent shall prepare and file with the SEC and with all other applicable regulatory bodies, a Form S-4 with respect to the shares of Parent Class A Common Stock issuable hereunder, which Form S-4 will contain the proxy statement/prospectus ("Proxy Statement/Prospectus") to be used for the purpose of soliciting proxies from the Parent Stockholders to vote in favor of (i) the adoption of this Agreement and the approval of the Merger and transactions contemplated hereby (the "Business Combination Proposal"), (ii) the issuance of the Per Share Merger Consideration, Contingent Shares, and the shares of Parent Class A Common Stock issuable pursuant to the PIPE Financing (or any Alternative PIPE Financing) pursuant to applicable Nasdaq listing rules (the "Nasdaq Proposal"), (iii) the election to the board of directors of Parent of the individuals, and for the class of director, each as designated in accordance with Section 5.2, (iii) the adoption of the amended and restated certificate of incorporation of Parent, to be filed immediately after the Effective Time, the form of which is attached hereto as Exhibit A (the "Parent A&R Charter", and all such proposals necessary to adopt the Parent A&R Charter, the "Charter Proposals"), (iv) the adoption of an incentive equity plan of Parent, the form of which shall be agreed to by the Parties and approved by the board of directors of Parent prior to filing the Proxy Statement/Prospectus ("Parent Plan"), (v) to adjourn the stockholder meeting to a later date or dates if it is determined by Parent and the Company that additional time is necessary to consummate the Transactions for any reason, and (vi) the approval of any other proposals reasonably agreed among Parent and the Company (collectively, the "Parent Stockholder Matters") at a meeting of Parent Stockholders to be called and held for such purpose (the "Special Meeting"). The Business Combination Proposal, Nasdaq Proposal, and Charter Proposals are referred to herein as the "Necessary Stockholder Matters." Filing fees with respect to the Form S-4 shall be paid by the Company.

(b) Each Party shall promptly provide to the others all financial and other information as the Company or Parent may reasonably request for the preparation of the Proxy Statement/Prospectus. In consultation with the Company, Parent shall promptly respond to any SEC comments on the Proxy Statement/Prospectus and shall otherwise use commercially reasonable efforts to cause the Proxy Statement/Prospectus to be approved by the SEC as promptly as practicable. Parent shall also take any and all actions required to satisfy the requirements of the Securities Act and the Exchange Act. Parent will notify the Company promptly after it receives notice of: (i) the time when the preliminary Proxy Statement/Prospectus has been filed; (ii) in the event the preliminary Proxy Statement/Prospectus is not reviewed by the SEC, the expiration of the waiting period in Rule 14a-6(a) under the Exchange Act; (iii) in the event the preliminary Proxy Statement/Prospectus is reviewed by the SEC, receipt of oral or written notification of the completion of the review by the SEC; (iv) the filing of any supplement or amendment to the Proxy Statement/Prospectus; (v) any request by the SEC for amendment of the Proxy Statement/Prospectus; (vi) any comments from the SEC relating to the Proxy Statement/Prospectus and responses thereto; and (vii) requests by the SEC for additional information, and in each case Parent shall provide the Company with copies of all written correspondence between it and its Representatives, on the one hand, and the SEC, on the other hand. Notwithstanding the foregoing, prior to filing the Proxy Statement/Prospectus (or any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, Parent shall not file or mail such document or respond to the SEC prior to receiving the approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) As soon as practicable following the SEC declaring the Form S-4 effective (the "SEC Approval Date"), but not later than five (5) business days thereafter, Parent shall (i) distribute the Proxy Statement/Prospectus to the Parent Stockholders, (ii) having, prior to the SEC Approval Date, established the record date therefor, duly call, give notice of, convene and hold the Special Meeting in accordance with the DGCL and subject to the other provisions of this Agreement, (iii) hold the Special Meeting on a day not more than thirty (30) days after the date on which Parent mails the Proxy Statement/Prospectus to its stockholders and (iv) subject to the other provisions of this Agreement, solicit proxies from such holders to vote in favor of the Parent Stockholder Matters. Notwithstanding the foregoing provisions of this Section 5.1(c), Parent shall have the right to make one or more successive postponements or adjournments of the Special Meeting, (i) if, as of the time for which the Special Meeting is originally scheduled, there are insufficient shares of Parent Class A Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business to be conducted at the Special Meeting, (ii) in order to solicit additional proxies from Parent Stockholders for purposes of obtaining approval of the Necessary Stockholder Approvals, or (iii) with the consent of the Company, which shall not be unreasonably withheld, conditioned, or delayed, provided that in the event of a postponement or adjournment, the Special Meeting shall be reconvened as promptly as practicable following such time as the matters described in such clauses have been resolved.

(d) Parent and the Company shall each comply with all applicable provisions of and rules under the Securities Act, Exchange Act, all applicable provisions of the DGCL, as applicable, in the preparation, filing and distribution of the Form S-4 and the Proxy Statement/Prospectus, the solicitation of proxies thereunder, and the calling and holding of the Special Meeting. Parent and the Company shall each ensure that the Proxy Statement/Prospectus does not, as of the date on which it is first distributed to Parent Stockholders and as of the date of the Special Meeting, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in light of the circumstances under which they were made, not misleading (provided that no Party shall be responsible for the accuracy or completeness of any information relating to another Party or any other information furnished by another Party for inclusion in the Proxy Statement/Prospectus). If at any time prior to the Effective Time any information relating to the Parties, or any of their respective Affiliates, officers or directors, should be discovered by any Party that should be set forth in an amendment or supplement to any of the Form S-4 and the Proxy Statement/Prospectus, so that any of such documents would not contain any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly notify the other Parties and an appropriate amendment or supplement describing such information shall promptly be filed with the SEC and, to the extent required under applicable Law, disseminated to stockholders of Parent; provided that the delivery of such notice and the filing of any such amendment or supplement shall not affect or be deemed to modify any representation or warranty made by any Party hereunder or otherwise affect the remedies available hereunder to any Party.

(e) Parent, acting through its board of directors, shall include in the Proxy Statement/Prospectus the recommendation of its board of directors that the holders of shares of Parent Common Stock vote in favor of the adoption of the Parent Stockholder Matters, and shall otherwise use commercially reasonable efforts to obtain the approval of the Parent Stockholder Matters. Neither Parent's board of directors nor any committee or agent or representative thereof shall withdraw, or propose to withdraw, Parent's board of director's recommendation that the holders of shares of Parent Common Stock vote in favor of the adoption of the Parent Stockholder Matters. Parent agrees that its obligation to establish a record date for, duly call, give notice of, convene and hold the Special Meeting for the purpose of seeking approval of the Parent Stockholder Matters shall not be affected by any change in Parent's board of directors' recommendation, and Parent agrees to establish a record date for, duly call, give notice of, convene and hold the Special Meeting and submit for the approval of its stockholders the matters contemplated by the Proxy Statement/Prospectus, regardless of whether or not there shall have occurred any change in Parent's board of directors' recommendation.

(f) Notwithstanding anything to the contrary herein, all filings and communications contemplated by this Section 5.1 shall be subject to the procedural protections and other provisions contemplated by Section 5.4 in all respects.

Section 5.2. Directors and Officers of Parent after the Transactions.

(a) Parent and the Company shall take all necessary action such that (i) the board of directors of Parent at the Effective Time shall be comprised of seven (7) directors, at least four (4) of whom shall meet the Nasdaq director independence requirements and (ii) the Persons as designated in accordance with this Section 5.2(a) are nominated and included for election as members of the board of directors of Parent in the Proxy Statement/Prospectus filed and mailed in accordance with Section 5.1. The director nominees to be presented to Parent Stockholders at the Special Meeting shall be as follows:

(i) Stan Vashovsky, who shall be appointed as Chairman;

(ii) The Company shall designate four (4) directors, at least three (3) of whom shall meet Nasdaq director independence requirements (each, a "Company Designee"); and

(iii) Parent shall designate two (2) directors, at least one (1) of whom shall meet Nasdaq director independence requirements (each, a "Parent Designee").

(b) Within thirty (30) days after the date hereof, each of the Company and Parent shall provide to the other party a list of such Party's director designees pursuant to Section 5.2(a). The board of directors of Parent will be divided into three classes, with the term of service of the Class I directors expiring at the annual meeting of Parent Stockholders to be held in 2022, the term of service of the Class II directors expiring at the annual meeting of Parent Stockholders to be held in 2023, and term of service of the Class III directors expiring at the annual meeting of Parent Stockholders to be held in 2024. The class of each director nominee shall be as follows:

(i) Stan Vashovsky and two Company Designees shall serve as Class I directors;

(ii) One Company Designee and one Parent Designee shall serve as Class II directors; and

(iii) One Company Designee and one Parent Designee shall serve as Class III directors.

(c) If any Person so designated by the Company or Parent pursuant to Section 5.2(a) is unable to serve or is not duly elected by the Parent Stockholders at the Special Meeting, the Party appointing such Person shall designate a successor. For the avoidance of doubt, if Stan Vashovsky is unable to serve, the Company shall have the right to designate his successor.

(d) Parent and the Company shall take all necessary action such that the Persons set forth on Schedule 5.2(d) are appointed as the initial officers of Parent immediately following the Effective Time.

(e) Except as otherwise agreed in writing by the Company and Parent prior to the Closing, Parent shall take all necessary action so that all of the members of the board of directors of and all officers of Parent and Merger Sub resign effective as of the Closing, unless such director is nominated pursuant to Section 5.2(a) and duly elected at the Special Meeting or such officer is included on Schedule 5.2(e) (collectively, the "D&O Resignation Letters").

Section 5.3. Public Announcements.

(a) As promptly as practicable after execution of this Agreement, Parent will prepare and file a Current Report on Form 8-K pursuant to the Exchange Act to report the execution of this Agreement ("Signing Form 8-K").

(b) Promptly after the execution of this Agreement, Parent and the Company will issue a mutually-agreed joint press release announcing the execution of this Agreement ("Signing Press Release").

(c) Prior to Closing, Parent and the Company shall prepare a Current Report on Form 8-K to be filed by Parent announcing the Closing, together with, or incorporating by reference, the financial statements prepared by the Company and its accountant, and such other information that may be required to be disclosed with respect to the Transactions in any report or form to be filed with the SEC ("Closing Form 8-K"). Prior to Closing, Parent and the Company shall prepare a mutually-agreed joint press release announcing the consummation of the Transactions ("Closing Press Release"). Following the Closing, Parent shall issue the Closing Press Release. As soon as practicable following the Closing, Parent shall file the Closing Form 8-K with the SEC.

(d) Parent and the Company shall reasonably cooperate to create and implement a communications plan regarding the Transactions (the "Communications Plan") promptly following the date hereof. Notwithstanding the foregoing, none of the Parties will make any public announcement or issue any public communication regarding this Agreement, the other Ancillary Agreements or the Transactions or any matter related to the foregoing, without the prior written consent of the Company, in the case of a public announcement by Parent, or Parent, in the case of a public announcement by the Company (such consents, in either case, not to be unreasonably withheld, conditioned or delayed), except: (i) if such announcement or other communication is required by Applicable Law, in which case the disclosing Party shall, to the extent permitted by Applicable Law, first allow such other Parties to review such announcement or communication and have the opportunity to comment thereon and the disclosing Party shall consider such comments in good faith; (ii) in the case of the Company, Parent and their respective Affiliates, if such announcement or other communication is made in connection with fundraising or other investment related activities and is made to such Person's direct and indirect investors or potential investors or financing sources subject to an obligation of confidentiality; (iii) to the extent provided for in the Communications Plan, internal announcements to employees of the Company and its Subsidiaries; (iv) to the extent such announcements or other communications contain only information previously disclosed in a public statement, press release or other communication previously approved in accordance with this Section 5.3; and (v) announcements and communications to Governmental Authorities in connection with registrations, declarations and filings relating to the Transactions required to be made under this Agreement.

Section 5.4. Required Information.

(a) In connection with the preparation of the Signing Form 8-K, the Signing Press Release, the Proxy Statement/Prospectus, the Closing Form 8-K and the Closing Press Release, or any other statement, filing notice, or application (other than pursuant to the HSR Act, for which Section 4.7 applies) made by or on behalf of Parent and/or the Company to any Governmental Authority in connection with the Transactions or otherwise, or any press release or Form 8-K relating to the business or financial condition of Parent or the Company (other than regularly released factual business information of the Company) (each, a "Reviewable Document"), and for such other reasonable purposes, each of Parent and the Company shall, upon request by the other, promptly furnish the other with all information concerning themselves, their respective directors or managers, as applicable, officers, stockholders and members (including the directors of Parent to be elected effective as of the Closing as contemplated by Section 5.2) and such other matters as may be reasonably necessary or advisable in connection with the Transactions.

(b) At a reasonable time prior to the filing, issuance or other submission or public disclosure of a Reviewable Document by Parent, on the one hand, or the Company, on the other hand, Parent or the Company, as applicable, shall be given an opportunity to review and comment upon such Reviewable Document and give its prior written consent to the form thereof, such consent not to be unreasonably withheld, conditioned or delayed, and each Party shall accept and incorporate all reasonable comments from the other Party to any such Reviewable Document prior to filing, issuance, submission or disclosure thereof.

(c) Any language included in a Reviewable Document, following its filing, issuance or submission, may be used by the other Party in other Reviewable Documents and in other documents distributed by the other Party in connection with the Transactions without further review or consent of the reviewing Party.

(d) Prior to the Closing Date (i) Parent and the Company shall notify each other as promptly as reasonably practicable upon becoming aware of any event or circumstance which should be described in an amendment of, or supplement to, a Reviewable Document that has been filed with the SEC, and (ii) Parent and the Company shall each notify the other as promptly as practicable after the receipt by it of any written or oral comments of the SEC on, or of any written or oral request by the SEC for amendments or supplements to, any such Reviewable Document, and shall promptly supply the other with copies of all correspondence between it or any of its Representatives and the SEC with respect to any of the foregoing filings. Parent and the Company shall use their respective commercially reasonable efforts, after consultation with each other, to resolve all such requests or comments with respect to any Reviewable Document as promptly as reasonably practicable after receipt of any comments of the SEC. All correspondence and communications to the SEC made by Parent or the Company with respect to the Transactions or any agreement ancillary hereto shall be considered to be Reviewable Documents subject to the provisions of this Section 5.4.

Section 5.5. Standstill. Neither the Company nor its directors and officers, directly or indirectly, shall engage in any transactions involving the securities of Parent prior to the Effective Time without the consent of Parent.

Section 5.6. No Claim Against Trust Fund. Notwithstanding anything else in this Agreement, the Company acknowledges that (a) it has read Parent's Final Prospectus and understands that Parent has established the Trust Fund and that Parent may disburse monies from the Trust Fund only in certain limited situations described in the Final Prospectus and (b) if a business combination (as defined in Parent's Charter Documents) is not consummated by the time period set forth in Parent's Charter Documents, Parent will be obligated to return to the holders of Parent Class A Common Stock the amounts being held in the Trust Fund. Accordingly, the Company, for itself and the Company Stockholders, directors, officers, employees, Representatives, Subsidiaries, Affiliates, and Associated Persons, hereby waives all right, title, interest or claim of any kind against Parent to collect from the Trust Fund any monies that may be owed to them by Parent for any reason whatsoever, including but not limited to a breach of this Agreement by Parent or any negotiations, agreements or understandings with Parent (whether in the past, present or future), and will not seek recourse against the Trust Fund at any time for any reason whatsoever; provided that: (x) nothing herein shall serve to limit or prohibit the Company's right to pursue a claim against Parent pursuant to this Agreement for legal relief against monies held outside the Trust Fund or for specific performance or other equitable relief in connection with the Transactions and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future pursuant to this Agreement against Parent's assets or funds that are not held in the Trust Fund. This paragraph will survive this Agreement and will not expire and will not be altered in any way without the express written consent of Parent.

Section 5.7. Disclosure of Certain Matters. Each of Parent and the Company will provide the other with prompt written notice of any event, development or condition of which it obtains knowledge that (a) gives such Party any reasonable basis to believe that any of the conditions to the obligations of the other Party set forth in ARTICLE VI, as applicable, will not be satisfied or (b) would require any amendment or supplement to the Form S-4 or Proxy Statement/Prospectus.

Section 5.8. Securities Listing. Parent shall use commercially reasonable efforts to keep the Parent Class A Common Stock, Parent Units, and Parent Warrants listed for trading on Nasdaq from the date hereof and through the Closing. Parent and the Company will use commercially reasonable efforts to ensure that there will be a sufficient number of round lot holders of Parent Class A Common Stock and publicly traded Parent Warrants following the Closing in satisfaction of applicable Nasdaq listing rules.

Section 5.9. Charter Protections; Directors' and Officers' Liability Insurance.

(a) All rights to indemnification for acts or omissions occurring through the Closing Date now existing in favor of the current directors, managers, officers, employees, fiduciaries, and agents of the Company and Parent (each, a "D&O Indemnified Person") under applicable Legal Requirement or as provided in the Charter Documents of the Company and Parent, or in any indemnification agreements in force as of the date of this Agreement with respect to matters occurring prior to or at the Closing, shall survive and shall continue in full force and effect in accordance with their terms for a period of six (6) years or until the settlement or final adjudication of any Action commenced during such period. The Parent A&R Charter and Parent A&R Bylaws shall contain provisions with respect to indemnification, exculpation, and advancement of the D&O Indemnified Persons no less favorable to the D&O Indemnified Persons than set forth in the Company's and Parent's Charter Documents as in effect on the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified after the Closing in any manner that would adversely affect the rights of any D&O Indemnified Person thereunder except as is required under Legal Requirements.

(b) For a period of six (6) years after the Closing Date, each of Parent and the Company shall indemnify each present (as of immediately prior to the Closing Date) D&O Indemnified Person pursuant to the Parent A&R Charter and Parent A&R Bylaws.

(c) For a period of six (6) years after the Closing Date, Parent shall not and shall not permit the Surviving Corporation to amend, repeal or otherwise modify any provision in its respective Charter Documents relating to the exculpation or indemnification (including fee advancement) of any officers or directors (unless required by law), it being the intent of the parties that the D&O Indemnified Persons shall continue to be entitled to such exculpation and indemnification (including fee advancement) to the full extent of the law. Parent shall, and shall cause the Surviving Corporation to honor and perform under all indemnification obligations owed to any of the D&O Indemnified Persons.

(d) Upon the Closing, Parent shall purchase a prepaid insurance policy (i.e., "tail coverage") which policy provides liability insurance coverage for the D&O Indemnified Persons of Parent on no less favorable terms (including in amount and scope) as the policy or policies maintained by Parent immediately prior to the Closing for the benefit of such individuals for an aggregate period of not less than six (6) years with respect to claims arising from acts, events or omissions that occurred at or prior to the Closing, including with respect to the Transactions (the "Parent D&O Tail"). The cost of such policy shall be borne by Parent. Such policy shall be from an insurance carrier with the same or better credit rating as the current insurance carrier(s) of Parent with respect to directors' and officers' liability insurance.

(e) Upon the Closing, the Company shall purchase a prepaid insurance policy (i.e., "tail coverage") which policy provides liability insurance coverage for the D&O Indemnified Persons of the Company on no less favorable terms (including in amount and scope) as the policy or policies maintained by the Company immediately prior to the Closing for the benefit of such individuals for an aggregate period of not less than six (6) years with respect to claims arising from acts, events or omissions that occurred at or prior to the Closing, including with respect to the Transactions (the "Company D&O Tail"). The cost of such policy shall be borne by the Company. Such policy shall be from an insurance carrier with the same or better credit rating as the current insurance carrier(s) of the Company with respect to directors' and officers' liability insurance.

(f) Upon the Closing, Parent shall purchase a directors' and officers' insurance policy in an amount no less than the Company's current directors' and officers' insurance policy which policy provides liability insurance coverage with respect to claims arising from acts, events or omissions that occur after the Closing (the "D&O Closing Policy"). The cost of the D&O Closing Policy shall be borne by Parent. The D&O Closing Policy shall be from an insurance carrier with the same or better credit rating as the current insurance carrier(s) of Parent and the Company with respect to directors' and officers' liability insurance.

(g) If Parent or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, in each such case, to the extent necessary, proper provision will be made so that the successors and assigns of Parent assume the obligations set forth in this Section 5.9, unless assumed by operation of law.

(h) The provisions of this Section 5.9 are intended to be for the benefit of, and will be enforceable by, each of the D&O Indemnified Persons and may not be changed after Closing without the consent of Parent and a majority of those D&O Indemnified Persons serving on Parent's board of directors after the Closing Date.

Section 5.10. Trust Fund Disbursement. Upon satisfaction or waiver of the conditions set forth in ARTICLE VI and provision of notice to Continental in accordance with and pursuant to the Trust Agreement, at the Closing, Parent shall cause the documents, opinions, and notices required to be delivered to Continental pursuant to the Trust Agreement to be so delivered, including providing Continental with a trust termination and instruction letter substantially in the applicable form attached to the Trust Agreement (the "Trust Termination Letter"). The Trust Termination Letter shall instruct Continental to distribute the Trust Fund as follows: (a) to stockholders who elect to have their shares of Parent Class A Common Stock redeemed for cash in accordance with the provisions of Parent's Charter Documents (the "Parent Share Redemption Amount"), (b) payment of Taxes due and payable prior to Closing, (c) payment of the unpaid Company Transaction Expenses as of the Closing Date, (d) payment of the unpaid Parent Transaction Expenses as of the Closing Date, (e) all other payments as mutually agreed upon by Parent and the Company, and (f) all remaining funds, if any, shall be distributed to Parent. Thereafter, the Trust Fund shall terminate in accordance with its terms.

Section 5.11. Expenses. Except as otherwise provided herein, each Party will pay its own respective financial advisory, legal, accounting and other expenses incurred by it or for its benefit in connection with the preparation and execution of this Agreement and the Ancillary Agreements, the compliance herewith and therewith and the Transactions; provided, that if the Closing shall occur, Parent shall make, or cause to be made, the payments contemplated by Section 5.10 from the Trust Fund.

Section 5.12. Certain Parent Borrowings. Through the Closing, Parent shall be allowed to borrow funds from the Sponsor to meet its reasonable capital requirements necessary for the consummation of the Transactions ("Parent Borrowings"), with any such Parent Borrowings to be made only as reasonably required by the operation of Parent in due course on a non-interest bearing basis and otherwise on arm's length terms and conditions and repayable at Closing solely in cash.

Section 5.13. Affiliate Agreements. Prior to Closing, the Company shall terminate each Affiliate Agreement set forth on Schedule 5.13.

Section 5.14. Employment Agreements. Prior to the Closing Date, Parent shall use its commercially reasonable efforts to enter into employment agreements with the Company executives listed on Schedule 5.14 in a form reasonably acceptable to the Company (the "Employment Agreements").

Section 5.15. Company Stockholder Approval. As promptly as practicable after the SEC Approval Date, the Company shall deliver the Form S-4 to the Company Stockholders and solicit from the Company Stockholders the Company Stockholder Approval by way of a consent solicitation. The Company shall, through its board of directors, recommend to the Company Stockholders that they provide the Company Stockholder Approval and execute a written consent to vote all of the shares of Company Common Stock and/or Company Preferred Stock beneficially owned by such Company Stockholder in favor of the adoption of this Agreement and the approval of the Merger and transactions contemplated hereby. The Company shall promptly deliver to Parent a copy of each executed written consent upon receipt thereof from any Company Stockholder pursuant to such solicitation. Promptly following the receipt of the written consent, the Company will prepare and deliver to its stockholders who have not consented the notice required by Section 228(e) of the DGCL.

Section 5.16. Registration Rights Agreement. At or prior to the Closing, Parent shall amend and restate that certain Registration Rights Agreement dated as of October 14, 2020 by and among Parent and the investor parties thereto (as amended and restated, the "A&R Registration Rights Agreement"), the form of which is set forth as Exhibit C hereto, pursuant to which, among other things, Parent will register for resale under the Securities Act, after the lapse or expiration of any transfer restrictions, lock-up, or escrow provisions which may apply, the shares of Parent Class A Common Stock held by Persons who are or will be Affiliates of Parent after the Closing (including shares of Parent Class A Common Stock issuable upon conversion or exercise of Parent Warrants or other convertible securities of Parent).

Section 5.17. Incentive Equity Plan. Prior to the Closing Date, Parent shall cause to be adopted the Parent Plan. As soon as practicable following the date that is sixty (60) days after the Closing, Parent shall file with the SEC a registration statement on Form S-8 (or any successor form or comparable form in another relevant jurisdiction) relating to Parent Class A Common Stock issuable pursuant to the Parent Plan, which shall include a number of shares of Parent Class A Common Stock at least equal to the number of shares of Parent Class A Common Stock that will be subject to Substitute Options and Substitute Warrants as a result of the actions contemplated by Sections 1.3(c) and 1.3(d) of this Agreement. Parent shall use commercially reasonable efforts to maintain the effectiveness of such registration statement for so long as any awards issued under the Parent Plan remain outstanding.

Section 5.18. Section 16 of the Exchange Act. Prior to the Effective Time, Parent's board of directors or an appropriate committee thereof shall take all such steps as may be required to adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of Parent Class A Common Stock pursuant to this Agreement by any officer or director of Parent or the Company who is expected to become a director or officer (as defined under Rule 16a-1(f) of the Exchange Act) of Parent for purposes of Section 16 of the Exchange Act and the rules and regulations thereunder will be an exempt transaction under such rules and regulations.

Section 5.19. Closing Financing Certificates.

(a) Not more than two (2) Business Days prior to the Closing (if practicable), Parent shall deliver to the Company a certificate signed by a duly authorized officer, solely in such capacity and not in its personal capacity (the "Parent Financing Certificate") setting forth the (i) Parent Share Amount, (ii) Parent Share Redemption Amount, (iii) unpaid Parent Transaction Expenses as of the Closing Date, which shall include the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices for the foregoing, (iv) expected aggregate gross purchase price to be received by Parent upon the closing of the PIPE Financing (or any Alternative PIPE Financing), and (v) amount of cash available in the Trust Fund at the Closing prior to giving effect to the disbursements contemplated in Section 5.10.

(b) Not more than three (3) Business Days prior to the Closing, Company shall deliver to Parent a certificate signed by a duly authorized officer, solely in such capacity and not in its personal capacity (the "Company Financing Certificate" and together with the Parent Financing Certificate, the "Financing Certificates") setting forth the (i) unpaid Company Transaction Expenses as of the Closing Date, which shall include the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices for the foregoing, (ii) Exchange Ratio, (iii) Series A Conversion Price, (iv) number of Substitute Options to be issued by Parent to holders of Company Stock Options, and (v) number of Substitute Warrants to be issued by Parent to the holders of Company Warrants.

(c) Each of the Financing Certificates delivered pursuant to this Section 5.19 will confirm in writing that it has been prepared in good faith using the latest available financial information and will include materials showing in reasonable detail the support and computations for the amounts included therein. Each of Parent and the Company shall be entitled to review and make reasonable comments on the matters and amounts set forth in the other's Financing Certificates so delivered. Each of Parent and the Company will cooperate in the other's review of the delivered Financing Certificates, including providing the other and its Representatives with reasonable access to the relevant books, records and finance employees. Each of Parent and the Company will cooperate reasonably to revise the Financing Certificates to reflect the other's reasonable comments; provided that the Company shall make the final determination of the amounts included in the Company Financing Certificate and Parent shall make the final determination of the amounts included in the Parent Financing Certificate.

Section 5.20. Tax Matters.

(a) Certificate. The Company shall deliver to Parent at the Closing a properly executed and completed certification, in a form reasonably satisfactory to Parent, and that meets the requirements of Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h), dated not more than thirty (30) days prior to the Closing Date and signed by an executive officer of the Company, certifying that no interest in the Company is, or has been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property interest" (as defined in Section 897(c)(1) of the Code), and a copy of the properly executed notification provided to the Internal Revenue Service regarding such certification, prepared in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2).

(b) Tax Matters Cooperation. Each of the Parties shall (and shall cause their respective Affiliates to) cooperate fully, as and to the extent reasonably requested by another Party, in connection with the filing of relevant Tax Returns, and any Tax proceeding, including, for the avoidance of doubt, such information and assistance as is reasonably necessary for preparation of any Tax return, claim for refund or audit, and the prosecution or defense of any claim, suit or proceeding relating to any Tax liability of the Company or any of its Subsidiaries. Such cooperation shall include the retention and (upon the other Party's request) the provision (with the right to make copies) of records and information reasonably relevant to any Tax return, claim for refund or audit, and the prosecution or defense of any claim, including making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Parties shall retain copies of all Tax Returns, schedules, workpapers, records and other documents in their possession relating to Tax matters with respect to the Company and its Subsidiaries for periods or portions thereof before the Closing Date until sixty (60) days after the expiration of the applicable statute of limitations with respect to such Tax matters and shall not dispose of such items until it offers the items to the other Party.

(c) Transfer Taxes. Parent shall be responsible for and shall pay from the Trust Fund all local, non-U.S. or other excise, sales, use, value-added, transfer (including real property transfer), stamp, documentary, filing, recordation and other similar taxes and fees that may be imposed or assessed as a result of the execution of, and the transactions contemplated by, this Agreement, together with any inflation adjustment, interest, additions or penalties with respect thereto, including any inflation adjustment or interest with respect to such additions or penalties ("Transfer Taxes"). The Parent shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes.

ARTICLE VI
CONDITIONS

Section 6.1. Conditions to the Obligations of Each Party. The respective obligations of each Party to effect the Transactions are subject to the satisfaction as of the Closing Date of the following conditions, any one or more of which may be waived (if legally permitted) in writing by all Parties:

(a) No Litigation. No Order shall be in effect by any Governmental Authority which prohibits consummation of any of the Transactions.

(b) Form S-4. The Form S-4, including the Proxy Statement/Prospectus, shall have become effective in accordance with the provisions of the Securities Act, no stop order shall have been issued by the SEC which remains in effect with respect to the Form S-4, and no proceeding seeking such a stop order shall have been threatened or initiated by the SEC which remains pending.

(c) Necessary Stockholder Matters. At the Special Meeting (including any adjournments thereof), the Necessary Stockholder Matters shall have been duly approved and adopted by the Parent Stockholders by the requisite vote under the DGCL, the Parent Charter Documents and Nasdaq rules and regulations.

(d) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(e) Parent Net Tangible Assets. Parent shall have at least $5,000,001 of net tangible assets either immediately prior to or upon the Closing Date, as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act.

(f) HSR Act; No Order. All specified waiting periods under the HSR Act shall have expired or been terminated and no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of making the Merger illegal or otherwise restraining, enjoining or prohibiting consummation of the Merger on the terms and conditions contemplated by this Agreement.

(g) New York Consent. The Company shall have obtained all necessary Approvals of the New York Department of Health with respect to the Transactions contemplated by this Agreement.

Section 6.2. Additional Conditions to Parent's Obligations. The obligations of Parent to consummate and effect the Transactions shall be subject to the satisfaction as of the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Parent:

(a) Representations and Warranties. The representations and warranties of the Company (i) set forth in Section 2.7 (Capitalization) shall have been true and correct in all respects as of the date hereof and shall be true and correct in all respects as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct on the date so specified), in each case except for *de minimis* inaccuracies; (ii) set forth in Section 2.1 (Organization), Section 2.2 (Subsidiaries), Section 2.3 (Power and Authorization) and Section 2.25 (Brokers) (collectively with Section 2.7 (Capitalization), the "Fundamental Company Representations") shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct in all material respects on the date so specified); and (iii) that are not Fundamental Company Representations shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct on the date so specified), excluding in each case any qualification as to materiality or Material Adverse Effect therein, except in the case of this clause (iii) where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, have a Company Material Adverse Effect. Parent shall have received a certificate with respect to the foregoing signed on behalf of the Company by an authorized officer that, to the Company's Knowledge, the conditions set forth in this Section 6.2(a) have been fulfilled as of the Closing Date ("Company Closing Certificate")..

(b) Performance. The Company shall in all material respects have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Company Closing Certificate shall include a provision to such effect.

(c) Good Standing Certificate. Parent shall have received a certificate of good standing of the Company and Ambulnz Holdings LLC from its jurisdiction of incorporation or formation.

(d) No Material Adverse Effect. No Company Material Adverse Effect shall have occurred since the date of this Agreement, and the Company Closing Certificate shall include a provision to such effect.

Section 6.3. Additional Conditions to the Company's Obligations. The obligations of the Company to consummate and effect the Transactions shall be subject to the satisfaction as of the Closing Date of each of the following conditions, any of which may be waived, in writing, by the Company:

(a) Representations and Warranties. The representations and warranties of the Parent and Merger Sub (i) set forth in Section 3.7 (Capitalization) shall have been true and correct in all respects as of the date hereof and shall be true and correct in all respects as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct on the date so specified), in each case except for *de minimis* inaccuracies; (ii) set forth in Section 3.1 (Organization), Section 3.2 (Subsidiaries), Section 3.3 (Power and Authorization), and Section 3.19 (Brokers) (collectively with Section 3.7 (Capitalization), the "Fundamental Parent Representations") shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct in all material respects on the date so specified); and (iii) that are not Fundamental Parent Representations shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be true and correct on the date so specified), excluding in each case any qualification as to materiality or Material Adverse Effect therein, except in the case of this clause (iii) where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, have a Parent Material Adverse Effect. The Company shall have received a certificate with respect to the foregoing signed on behalf of each of Parent and Merger Sub by an authorized officer of Parent that, to Parent's Knowledge, the conditions set forth in this Section 6.3(a) have been fulfilled as of the Closing Date ("Parent Closing Certificate").

(b) Performance. Each of Parent and Merger Sub shall in all material respects have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Parent Closing Certificate shall include a provision to such effect.

(c) Good Standing Certificate. The Company shall have received certificates of good standing of Parent and Merger Sub from its jurisdiction of incorporation or formation.

(d) No Material Adverse Effect. No Parent Material Adverse Effect shall have occurred since the date of this Agreement, and the Parent Closing Certificate shall include a provision to such effect.

(e) Available Funds. The funds contained in the Trust Fund, after making the disbursement described in Sections 5.10(a) through 5.10(e), together with the proceeds actually received by Parent from the PIPE Financing (or any Alternative PIPE Financing), shall equal or exceed $175,000,000 (the "Minimum Cash Closing Condition").

(f) Nasdaq Listing. The Parent Class A Common Stock shall have been approved for listing on Nasdaq as of the Closing Date, subject only to the requirement to have a sufficient number of round lot holders pursuant to the Nasdaq listing rules.

ARTICLE VII
TERMINATION

Section 7.1. Termination of Agreement. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company if the Closing has not occurred on or before 5:00 p.m. ET on the eight (8) month anniversary of this Agreement (the "Termination Date"); provided that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to (i) Parent if Parent is then in breach in any material respect of its obligations hereunder such that the closing conditions set forth in Section 6.3(a) or Section 6.3(b) would not be satisfied or (ii) the Company if the Company is then in breach in any material respect of its obligations hereunder such that the closing conditions set forth in Section 6.2(a) or Section 6.2(b) would not be satisfied; provided, further, that if the Necessary Stockholder Matters are approved prior to the Termination Date, the Termination Date shall be extended by thirty (30) days;

(c) by either Parent or the Company if a Governmental Authority having competent jurisdiction has issued an order or taken any other action having the effect of permanently restraining, enjoining, or otherwise prohibiting the Merger, which order or other action will have become final and nonappealable; provided that, neither Parent nor the Company shall have the right to terminate this Agreement pursuant to this Section 7.1(c) if any action of such party or its Subsidiaries or failure of such party or its Subsidiaries to perform or comply with its obligations under this Agreement shall have caused such Legal Requirement or injunction and such action or failure to perform constitutes a breach of this Agreement;

(d) by either Parent or the Company if the Special Meeting has been held (including following any adjournment or postponement thereof), has concluded, the Parent Stockholders have duly voted, and any of the Necessary Stockholder Matters are not approved or adopted by the Parent Stockholders by the requisite vote under the DGCL and the Parent Charter Documents;

(e) by either Parent or the Company if the Company has not received the Company Stockholder Approval by the requisite vote under the DGCL and the Company's Charter Documents within fifteen (15) days following the SEC Approval Date;

(f) by the Company if (i) any of the representations and warranties of Parent or Merger Sub contained in this Agreement shall fail to be true and correct such that the condition set forth in Section 6.3(a) would not be satisfied or (ii) Parent or Merger Sub will have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 6.3(b) would not be satisfied; provided, that if such breach is curable by Parent or Merger Sub prior to the Closing Date, then the Company may not terminate this Agreement for a period of thirty (30) days after delivery of written notice from the Company to Parent of such breach, provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(f) will not be available if the Company is in breach in any material respect of its obligations hereunder;

(g) by Parent if (i) any of the representations and warranties of the Company contained in this Agreement shall fail to be true and correct such that the condition set forth in Section 6.2(a) would not be satisfied or (ii) the Company will have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 6.2(b) would not be satisfied; provided, that if such breach is curable by the Company prior to the Closing Date, then Parent may not terminate this Agreement for a period of thirty (30) days after delivery of written notice from Parent to the Company of such breach, provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(g) will not be available if Parent is in breach in any material respect of its obligations hereunder;

(h) by Parent if the Company has not delivered the PCAOB Audited Financial Statements by June 30, 2021; or

(i) by Parent, within three (3) Business Days after delivery of the PCAOB Audited Financial Statements, if (x) the opinion of the PCAOB Auditor with respect to the PCAOB Audited Financial Statements is not an unqualified opinion or (y) the top-line revenue reported in the statement of operations of the PCAOB Audited Financial Statements for the year ended December 31, 2020 is materially different from the top-line revenue reported in the statement of operations of the Financial Statements for the year ended December 31, 2020 as set forth on Schedule 2.8(a)(ii).

provided, that any Party desiring to terminate this Agreement will give written notice of such termination to the other Parties.

Section 7.2. Notice of Termination; Effect of Termination.

(a) Any termination of this Agreement under Section 7.1 above will be effective immediately upon (or, if the termination is pursuant to Section 7.1(f) or Section 7.1(g) and the proviso therein is applicable, thirty (30) days after) the delivery of written notice of the terminating Party to the other Parties.

(b) In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall be of no further force or effect and the Transactions shall be abandoned, except for and subject to the following: (i) Section 4.2(a) (Confidentiality), Section 5.6 (No Claim Against Trust Fund), Section 5.11 (Expenses), this Section 7.2, and ARTICLE VIII (Miscellaneous), shall survive the termination of this Agreement, and (ii) nothing herein shall relieve any Party from liability for any willful and intentional breach of this Agreement by such Party occurring prior to such termination.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service, sent by certified or registered mail, postage prepaid, or delivered by e-mail. Any such notice, request, demand, claim or other communication will be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service, if sent for overnight delivery by a nationally recognized overnight courier service, (c) upon electronic delivery confirmation thereof if delivered by e-mail, or (d) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or to such other address or addresses as such Party may subsequently designate to the other Parties by notice given hereunder:

If to the Company (prior to the Closing), to:

Ambulnz, Inc.
35 West 35th Street, 6th Floor
New York, NY 10001
Attention: Stan Vashovsky
Email: stan@ambulnz.com

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

Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: George Stamas
William Sorabella
Evan M. D'Amico
Email: gstamas@gibsondunn.com
wsorabella@gibsondunn.com
edamico@gibsondunn.com

If to Parent (or to the Company after the Closing), to:

Motion Acquisition Corp.
c/o Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attention: Michael Burdiek, Chief Executive Officer
Email: mburdiek@motionacquisition.com

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

Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attention: David Alan Miller, Esq.; Jeffrey M. Gallant, Esq.
Email: dmiller@graubard.com; jgallant@graubard.com

Each of the Parties to this Agreement may specify a different address, or email address by giving notice in accordance with this Section 8.1 to each of the other Parties hereto.

Section 8.2. Succession and Assignment; No Third-Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a Party hereto for all purposes hereof. No Party may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties hereto, and any attempt to do so will be null and void *ab initio*. Except as expressly provided herein, this Agreement is for the sole benefit of the Parties hereto and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties hereto and such successors and permitted assignees, any other right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, (a) if the Merger is consummated, each of the D&O Indemnified Persons shall be a third-party beneficiary of the provisions set forth in Section 5.9 and (b) the Company Stockholders are express intended third-party beneficiaries with respect to the Contingent Shares and conditions set forth in Section 1.7.

Section 8.3. Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by Parent and the Company, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach or violation of, default under, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

Section 8.4. Entire Agreement. This Agreement, together with the Ancillary Agreements, the Confidentiality Agreement and any other documents, instruments and certificates explicitly referred to herein, constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, with respect thereto, including the Exclusivity Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly provided for herein and therein.

Section 8.5. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed and delivered by each Party hereto. Counterpart signature pages to this Agreement may be delivered by facsimile or electronic delivery (i.e., by email of a PDF signature page or by docusign or similar electronic means) and each such counterpart signature page will constitute an original for all purposes.

Section 8.6. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Legal Requirements, be invalid or unenforceable in any respect, each Party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Legal Requirements.

Section 8.7. Governing Law. This Agreement, the rights of the Parties hereunder and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Section 8.8. Jurisdiction; Venue; Service of Process; JURY WAIVER.

(a) Jurisdiction. Each of the Parties to this Agreement, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware, for the purpose of any Action relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Transactions (in each case, whether in law or in equity, whether in contract or in tort, by statute or otherwise), (ii) hereby waives to the extent not prohibited by applicable Legal Requirements, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other Action in any other court other than one of the above-named courts or that this Agreement, any Ancillary Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (iii) hereby agrees not to commence any such Action other than before one of the above-named courts. Notwithstanding the previous sentence a Party may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(b) Venue. Each of the Parties to this Agreement agrees that for any Action among any of the Parties relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Transactions (in each case, whether in law or in equity, whether in contract or in tort, by statute or otherwise), such Party will bring such Action only in the federal or state courts located in Delaware. Notwithstanding the previous sentence a Party may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each Party hereto further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

(c) Service of Process. Each of the Parties to this Agreement hereby (i) consents to service of process in any Action among any of the Parties hereto relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Transactions (in each case, whether in law or in equity, whether in contract or in tort, by statute or otherwise) in any manner permitted by applicable law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 8.1, will constitute good and valid service of process in any such Action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such Action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

(d) WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENT THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE TRANSACTIONS AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.9. Specific Enforcement. Each of the Parties hereto agrees that irreparable harm for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that it does not fully and timely perform its obligations under or in connection with this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement and the Closing) in accordance with its terms. Each of the Parties hereto acknowledges and agrees that (i) the other Parties will be entitled to an injunction, specific performance or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages and without posting a bond, this being in addition to any other remedy to which such other Parties are entitled under this Agreement and (ii) the right to obtain an injunction, specific performance, or other equitable relief is an integral part of the Transactions and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.9 shall not be required to provide any bond or other security in connection with any such injunction.

Section 8.10. Interpretation. The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context shall require, any pronoun shall include the corresponding masculine, feminine and neuter forms. When a reference is made in this Agreement to an Exhibit or Schedule, such reference shall be to an Exhibit or Schedule to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections or subsections, such reference shall be to a Section or subsection of this Agreement. Unless otherwise indicated the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Reference to the Subsidiaries of an entity shall be deemed to include all direct and indirect Subsidiaries of such entity. References to a document or item of information having been “made available” will be deemed to include the posting of such document or item of information in an electronic data room accessible by Parent or any of its representatives.

Section 8.11. Currency. Unless otherwise specified, all references to currency amounts in this Agreement shall mean United States dollars.

Section 8.12. Non-Survival of Representations, Warranties and Covenants. Except (x) as otherwise contemplated by Section 7.2(b), or (y) in the case of claims against a Person in respect of such Person's Actual Fraud, none of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and each of the foregoing shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (i) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (ii) this ARTICLE VIII.

Section 8.13. Non-Recourse. Except in the case of claims against a Person in respect of such Person's Actual Fraud:

(a) Solely with respect to the Company, Parent and Merger Sub, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Company, Parent and Merger Sub as named parties hereto; and

(b) No Person (other than the Company, Parent, or Merger Sub, and then only to the extent of the specific obligations undertaken by such Party) shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Parent or Merger Sub under this Agreement for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

Section 8.14. Legal Representation.

(a) Parent and the Company, on behalf of their respective successors and assigns, hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the Sponsor, the stockholders or holders of other equity interests of Parent or the Sponsor and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than Parent) (collectively, the "Motion Group"), on the one hand, and (y) Parent and/or any member of the Company Group (as defined below), on the other hand, any legal counsel, including Graubard Miller ("Graubard"), that represented Parent or a member of the Motion Group prior to the Closing may represent any member of the Motion Group in such dispute even though the interests of such Persons may be directly adverse to Parent, and even though such counsel may have represented Parent in a matter substantially related to such dispute, or may be handling ongoing matters for Parent and/or a member of the Motion Group. Neither Parent nor the Company shall seek to or have Graubard disqualified from any such representation with respect to this Agreement or the Transactions based upon the prior representation of the Motion Group by Graubard. The Parties hereby waive any potential conflict of interest arising from such prior representation and each Party shall cause its respective Affiliates to consent to waive any potential conflict of interest arising from such representation. Each Party acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that such Party has consulted with counsel in connection therewith. Parent and the Company, on behalf of their respective successors and assigns, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among Parent, the Sponsor and/or any other member of the Motion Group, on the one hand, and Graubard, on the other hand, the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Motion Group after the Closing, and shall not pass to or be claimed or controlled by Parent.

(b) Parent and the Company, on behalf of their respective successors and assigns, hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the stockholders or holders of other equity interests of the Company and any of their respective directors, members, partners, officers, employees or Affiliates (other than Parent) (collectively, the "Company Group"), on the one hand, and (y) Parent and/or any member of the Motion Group, on the other hand, any legal counsel, including Gibson, Dunn & Crutcher LLP ("GDC") that represented the Company prior to the Closing may represent any member of the Company Group in such dispute even though the interests of such Persons may be directly adverse to Parent, and even though such counsel may have represented Parent and/or the Company in a matter substantially related to such dispute, or may be handling ongoing matters for Parent. Neither Parent nor the Company shall seek to or have GDC disqualified from any such representation with respect to this Agreement or the Transactions based upon the prior representation of the Company Group by GDC. The Parties hereby waive any potential conflict of interest arising from such prior representation and each Party shall cause its respective Affiliates to consent to waive any potential conflict of interest arising from such representation. Each Party acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that such Party has consulted with counsel in connection therewith. Parent and the Company, on behalf of their respective successors and assigns, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among the Company and/or any member of the Company Group, on the one hand, and GDC, on the other hand, the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Company Group after the Closing, and shall not pass to or be claimed or controlled by Parent.

(c) The covenants, consents and waivers contained in this Section 8.14 shall not be deemed exclusive of any other rights to which Graubard or GDC are entitled whether pursuant to law, contract or otherwise.

(d) This Section 8.14 is intended for the benefit of, and shall be enforceable by, the Motion Group and the Company Group. This Section 8.14 shall be irrevocable, and no term of this Section 8.14 may be amended, waived, or modified without the prior written consent of Graubard or GDC, as applicable.

Section 8.15. Disclosure Schedules and Exhibits. The Company Schedules, Parent Schedules and other Schedules contemplated by this Agreement (collectively, the "Disclosure Schedules") shall be arranged in separate parts corresponding to the numbered and lettered sections and subsections contained in this Agreement, and the information disclosed in any numbered or lettered part shall be deemed to relate to and to qualify the corresponding section of the Agreement and any other sections of the Agreement to the extent that it is reasonably foreseeable on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such disclosure is also applicable to such other sections of the Agreement (notwithstanding the absence of a specific cross-reference). The inclusion of any matter, fact, information, or circumstance in the Disclosure Schedules shall not be deemed to be an admission or acknowledgment or otherwise imply that such matter, fact, information, or circumstance is required to be listed in the Disclosure Schedules in order for any representation or warranty or covenant in the Agreement to be true and correct, or that any such matter, fact, information or circumstance is material (or not material) to or outside (or in) the ordinary course of business of the disclosing party or any of its or Subsidiaries or that any such matter, fact, information, or circumstance is above or below any specified threshold, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedules in any dispute or controversy between the Parties as to whether any obligation, item, or matter not described herein.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

PARENT:

MOTION ACQUISITION CORP.

By: */s/ Michael Burdiek*
Name: Michael Burdiek
Title: Chief Executive Officer

COMPANY:

AMBULNZ, INC.

By: */s/ Stan Vashovsky*
Name: Stan Vashovsky
Title: Chief Executive Officer

MERGER SUB:

MOTION MERGER SUB CORP.

By: */s/ Michael Burdiek*
Name: Michael Burdiek
Title: Chief Executive Officer

Appendix A

Certain Definitions

"Action" means any judicial or administrative action, suit, litigation, arbitration, or proceeding, or any inquiry, audit, or investigation, whether civil or criminal, at law or in equity, brought by or before any Governmental Authority.

"Actual Fraud" means common law fraud that involves a knowing and intentional misrepresentation in the representations and warranties set forth in ARTICLE II (with respect to the Company) or ARTICLE III (with respect to Parent and Merger Sub), as applicable, with the intent that the other Party rely thereon, and for the avoidance of doubt, does not include constructive fraud or other claims based on constructive knowledge, negligent misrepresentation or similar theories that do not constitute common law fraud under Delaware law.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. The term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise.

"Ancillary Agreements" means the Certificate of Merger, Sponsor Agreement, Sponsor Escrow Agreement, Support Agreement, Lock-Up Agreement, Parent A&R Charter, Parent A&R Bylaws, Employment Agreements, A&R Registration Rights Agreement, Parent Plan, the Parent Financing Certificate, the Company Financing Certificate, the D&O Resignation Letters, the Subscription Agreements, and Alternative Subscription Agreements.

"Anti-Corruption Laws" means the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UN Convention against Corruption, the United States Foreign Corrupt Practices Act of 1977, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the UK Bribery Act of 2010, and any other Legal Requirement in any jurisdiction in which the Company conducts business or provides or offers goods or services which (i) prohibits the conferring of any gift, payment or other benefit on any Person or any officer, employee, agent, or advisor of such Person, and/or (ii) is broadly equivalent to any of the foregoing or was intended to enact the provisions of any of the foregoing, or which has as its objective the prevention of corruption.

"Applicable Percentage" means that percentage equal to the quotient obtained by *dividing* (a) the number of shares of Company Common Stock held by the applicable Company Stockholder immediately prior to the Effective Time (including those number of shares of Company Class A Common Stock issued to such Company Stockholder upon the Company Preferred Stock Conversion) *by* (b) the aggregate amount of Company Common Stock issued and outstanding immediately prior to the Effective Time (including the aggregate amount shares of Company Class A Common Stock issued upon the Company Preferred Stock Conversion).

"Associated Person" means, in relation to the Company, a Person (including any director, contractor, employee, agent, or Subsidiary) who performs or has performed services for or on behalf of the Company.

"Business Day" means any day other than a Saturday or a Sunday or a weekday on which banks in New York, New York are authorized or required to be closed.

"Closing Date" means the date on which the Closing actually occurs.

"Company Class A Common Stock" means the Class A Common Stock of the Company, no par value per share.

"Company Class B Common Stock" means the Class B Common Stock of the Company, no par value per share.

"Company Common Stock" means the Company Class A Common Stock and the Company Class B Common Stock.

"Company Convertible Securities" means the warrants, convertible notes, and other derivative securities of the Company.

"Company Equity Plan" means, collectively, the Ambulnz, Inc. 2017 Equity Incentive Plan and the Ambulnz, Inc. 2020 Field Staff Equity Incentive Plan.

"Company Intellectual Property Rights" means the Intellectual Property Rights owned by the Company and/or its Subsidiaries.

"Company Material Adverse Effect" means any change, event, occurrence or effect, individually or when aggregated with other changes, events, occurrences or effects, that has had or would reasonably be expected to have a material adverse effect on (x) the financial condition, assets, liabilities, business, or results of operations of the Company and its Subsidiaries, taken as a whole, or (y) the ability of the Company and its Subsidiaries to timely consummate the Transactions; provided that, in the case of clause (x) only, no change, event, occurrence or effect to the extent resulting from, arising out of, or relating to any of the following shall be deemed to constitute a Company Material Adverse Effect or be taken into account in determining whether there has been a Company Material Adverse Effect: (i) changes in general U.S. or global economic conditions, including changes in interest rates or economic, political, business, financial, commodity, currency or market conditions generally, (ii) changes in applicable Legal Requirements, U.S. GAAP, or authoritative interpretations thereof, (iii) acts of war, sabotage, terrorism, natural or man-made disasters, epidemics, pandemics (including COVID-19), acts of God, (iv) changes attributable to the public announcement or pendency of the Transactions, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers and employees, (v) COVID-19 Measures, (vi) any failure to meet any projections (although the underlying facts and circumstances resulting in such failure may be taken into account to the extent not otherwise excluded from this definition) or (vii) any action expressly required to be taken or expressly required to be omitted to be taken pursuant to this Agreement; provided, however, in the case of clauses (ii) through (iii), in the event that the Company and its Subsidiaries, taken as a whole, are materially and disproportionately affected by such change, event, occurrence or effect relative to other participants in the business and industries in which they operate, the extent (and only the extent) of such adverse effect, relative to such other participants, on the Company or any of its Subsidiaries may be taken into account in determining whether there has been a Company Material Adverse Effect.

"Company Preferred Stock" means the Series A Preferred Stock of the Company, no par value per share.

"Company Services" means the products or services that are produced, marketed, licensed, sold, distributed, or performed by the Company or any Subsidiary.

"Company Source Code" means software source code or algorithms to the Company Services that were authored by or on behalf of the Company.

"Company Stockholders" means the holders of Company Common Stock and Company Preferred Stock.

"Company Transaction Expenses" means, without duplication, all out-of-pocket fees and expenses paid or payable by (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of this Agreement and the transactions contemplated hereby or investigating, pursuing or contemplating any other change of control or consideration of any strategic alternative to the transactions contemplated hereby, including, but not limited to: (i) fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, (ii) 100% of the filing fees payable to Governmental Authorities in connection with the HSR Act, (iii) 100% of the filing fees payable to Governmental Authorities in connection with the Form S-4, (iv) the Company D&O Tail, and (v) amounts owing or that may become owed, payable or otherwise due (whether or not accrued), directly or indirectly, by in connection with the consummation of the Transactions, including reasonable fees, costs and expenses related to the termination of any Affiliate Agreement. For the avoidance of doubt, Company Transaction Expenses shall exclude indebtedness for borrowed money.

"Company's Knowledge" and similar formulations mean that one or more of Stan Vashovsky, Norman Rosenberg, Andre Oberholzer, or Michael Witkowski has actual knowledge of the fact or other matter at issue.

"Contingent Shares" means up to an aggregate of 5,000,000 shares of Parent Class A Common Stock issuable in accordance with the terms set forth in Section 1.7.

"Contractual Obligation" means, with respect to any Person, any legally binding contract, agreement, lease, sublease, license, or sublicense that is in effect, to which or by which such Person is a party.

"COVID-19" means SARS-CoV-2, coronavirus or COVID-19, and mutations, variations or evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

"COVID-19 Measures" means (i) any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other Law, decree, judgment, injunction or other Legal Requirement, directive, guideline or recommendation by any Governmental Authority or industry group in connection with or in response to COVID-19, including any COVID-19 Response Law, (ii) any measures, changes in business operations or other practices, affirmative or negative, adopted in good faith by the Company or any of its Subsidiaries directly or indirectly (A) for the protection of the health or safety of the Company's or any of its Subsidiaries' employees, customers, vendors, service providers or any other persons, (B) to preserve the assets utilized in connection with the business of the Company or any of its Subsidiaries, or (C) that are otherwise substantially consistent with actions taken by other companies in the industries or geographic regions in which the Company or any of its Subsidiaries operate, in each case, in connection with or in response to COVID-19, including any COVID-19 Response Law or (iii) any change, event, occurrence or effect of any of the matters contemplated by clause (i) or (ii) of this definition.

"COVID-19 Response Law" means the 2021 Consolidated Appropriations Act, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the FFCRA, and any other similar U.S. federal, state, local, or non-U.S. law, or administrative guidance that addresses or is intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"Customers" means all patients, employers, health care providers, Governmental Authorities and other Persons to which the Company or any Subsidiary provides products or services.

"Economic Sanctions Law" means any economic or financial sanctions administered by OFAC, the United States State Department, the United States Department of the Treasury, the United Nations, or any other national, international or multinational economic sanctions authority of the jurisdictions where the Company or any of its Subsidiaries conducts business or provides or offers goods or services.

"Employee Plan" means any written plan, program, policy, or arrangement that (a) is an employee benefit plan, (b) provides equity-based compensation including any options to acquire units, profits interest, restricted units, and equity appreciation rights or (c) any other material deferred-compensation, retirement, severance, change in control, welfare-benefit, death, disability, medical, bonus, incentive or fringe-benefit plan or arrangement (in each case, other than any plan, program or arrangement mandated by applicable Legal Requirements), including but not limited to any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

"Environmental Laws" means any Legal Requirement relating to (a) releases of Hazardous Substances, (b) pollution, protection, or restoration of the environment or natural resources, (c) the handling, transport, use, treatment, storage or disposal of Hazardous Substances, or (d) human exposure to Hazardous Substances, and includes but is not limited to United States federal statutes known as the Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, Emergency Planning and Community Right-to-Know Act, Endangered Species Act, Hazardous Materials Transportation Act, Migratory Bird Treaty Act, National Environmental Policy Act, Occupational Safety and Health Act (as it relates to human exposure to Hazardous Substances), Oil Pollution Act of 1990, Resource Conservation and Recovery Act, Safe Drinking Water Act, Toxic Substances Control Act, or any similar law in any jurisdiction in which the Company conducts business or provides or offers goods or services.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Ratio" means the *quotient* of (i) 83,600,000 *divided by* (ii) the aggregate issued and outstanding shares of Company Common Stock and Company Preferred Stock (on an "as-converted" to Company Common Stock basis) on a fully diluted basis as of immediately prior to the Effective Time using the treasury method of accounting, including, without duplication, the number of shares of Company Class A Common Stock issuable pursuant to the Company Preferred Stock Conversion, the shares of Company Common Stock issuable upon the exercise of all Company Stock Options, and the shares of Company Common Stock underlying the Company Warrants (assuming net exercise of the outstanding Company Warrants).

"Exclusivity Agreement" means that certain non-binding letter of intent entered into by and between the Company and Parent, dated January 6, 2021.

"Export Control Laws" means all U.S. import and export laws (including those laws under the authority of U.S. Departments of Commerce (Bureau of Industry and Security) codified at 15 CFR, Parts 700-799; Homeland Security (Customs and Border Protection) codified at 19 CFR, Parts 1-199; State (Directorate of Defense Trade Controls) codified at 22 CFR, Parts 103, 120-130; and Treasury (Office of Foreign Assets Control) codified at 31 CFR, Parts 500-599), United States Executive Order 13224, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, and all comparable applicable laws outside the United States.

"Federal Healthcare Program" means any federal health program as defined in 42 U.S.C. § 1320a-7b(f), including (a) Medicare, (b) Medicaid, (c) the Federal Employees Health Benefit Program under 5 U.S.C. §§ 8902 et seq., (d) TRICARE, (e) the Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA), and all laws, rules, regulations, manuals, orders, guidelines or requirements (whether or not having the force of law) pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time, or (f) if applicable within the context of this Agreement, any agent, administrator, administrative contractor, intermediary or carrier for any of the foregoing.

"FFCRA" means the Families First Coronavirus Response Act, Pub L. No. 116-127 (116th Cong.) (Mar. 18, 2020), as amended.

"Final Prospectus" means Parent's Final Prospectus dated October 15, 2020.

"Form S-4" means the registration statement on Form S-4 of Parent with respect to the registration of the shares of Parent Class A Common Stock to be issued in the Merger and PIPE Financing.

"Governmental Authority" means any government of any nation, state, city, locality or other political subdivision thereof, or any entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

"Hazardous Substance" means (a) those substances defined in or regulated as hazardous or toxic substances, materials, or wastes under any Environmental Law, (b) petroleum and petroleum products or by-products including crude oil and any fractions thereof, (c) natural gas, synthetic gas, and any mixtures thereof, (d) friable asbestos-containing material, polychlorinated biphenyls, radioactive materials, radon, (e) any other substance regulated as a pollutant or contaminant under Environmental Law, or (f) any biological or chemical substance, material or waste regulated or classified as toxic, hazardous, or radioactive by any Governmental Authority in any jurisdiction in which the Company conducts business or provides or offers goods or services.

"Healthcare Laws" means, collectively, any and all applicable Laws relating to any of the following: (a) fraud and abuse (including the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn and § 1395(q)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the federal health care program exclusion provisions (42 U.S.C. § 1320a-7), the Civil Monetary Penalties Act (42 U.S.C. § 1320a-7a), and the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173)); (b) any Federal Healthcare Program; (c) HIPAA; (d) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), as the same may be amended, modified or supplemented from time to time; (e) the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.); (f) the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); (g) the Ethics in Patient Referrals Act, as amended (42 U.S.C. § 1395nn); (h) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5; (i) state and federal Laws regulating the corporate practice of medicine, including remote healthcare services, prescribing drugs, direct-to-consumer sale of drugs (including over-the-counter drugs), telemedicine and telehealth services or the use of remote presence or other communication devices related to the provision of telemedicine, fee-splitting, supervision and scope of practice, or the employment of Healthcare Professionals; and (j) any other applicable law regulating the healthcare industry.

"Healthcare Permits" means any and all Permits that are material to or required to enable the Company or any of its Subsidiaries, or any Healthcare Professionals, to continue to conduct their business or otherwise required under any Healthcare Law.

"Healthcare Professionals" means all employees and all independent contractors of the Company and any Subsidiary who are required by applicable Healthcare Laws to have a license, certification, or credential, in order to provide healthcare services, as so provided for the operations of the Company or such Subsidiary.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, Title II Subtitle F, as the same may be amended, modified or supplemented from time to time, and any and all rules or regulations promulgated from time to time thereunder.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Information Privacy and Security Laws" means all applicable Legal Requirements concerning the privacy, data protection, transfer or security of Personal Confidential Information and Protected Health Information, including, to the extent applicable, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, the Payment Card Industry Data Security Standards, the EU General Data Protection Regulation, HIPAA, the privacy provision of the Health Information Technology for Economic and Clinical Health (HITECH) Act, New York General Business Law Sections 399-ddd and 899-aa, guidance of each Governmental Authority that pertains to such Legal Requirements, and other local, state, federal, and foreign data security laws, data breach notification laws, and consumer protection laws.

"Insider" means any individual Person who is an officer, director, or employee of a Party.

"Intellectual Property Rights" means all right, title, and interests in and to all proprietary rights related to or arising from: (a) patents, copyrights, confidential information, inventions (whether or not patentable), improvements, know-how, and trade secrets; (b) trademarks, trade names, service marks, trade dress and the goodwill associated therewith; (c) domain names, uniform resource locators and other names and locators associated with the Internet or mobile devices or platforms; (d) software and software programs; and (e) all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

"Legal Requirement" or "Law" means any federal, state or local, foreign or other law, statute, constitution, principle of common law, resolution, standard, ordinance, decree, permit, authorization, code, rule or regulation.

"Lien" means any mortgage, pledge, lien, security interest, attachment or other similar Lien (other than, in the case of a security, any restriction on the transfer of such security arising solely under Legal Requirements).

"Medicaid" means the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 et seq.) and any statutes succeeding thereto, and all laws, rules and regulations having the force of law and pertaining to such program, including all state statutes and plans for medical assistance enacted in connection with such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"Medicare" means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 seq.) and any statutes succeeding thereto, and all laws, rules and regulations having the force of law and pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"Nasdaq" means the Capital Market of the Nasdaq Stock Market.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Open Source Materials" means software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Order" means any outstanding writ, order, judgment, injunction, settlement, decision, determination, award, ruling, subpoena, verdict or decree entered, issued, made, or rendered by any Governmental Authority.

"ordinary course of business," "ordinary course," "ordinary course of business consistent with past practice," and similar phrases when referring to the Company or its Subsidiaries means actions taken by the Company or a Subsidiary that are consistent with the past usual day-to-day customs and practices of such entity in the ordinary course of operations of the business.

"Parent Class A Common Stock" means the Class A common stock of Parent, par value $0.0001 per share.

"Parent Class B Common Stock" means the Class B common stock of Parent, par value $0.0001 per share.

"Parent Common Stock" means the Parent Class A Common Stock and the Parent Class B Common Stock.

"Parent Convertible Securities" means the Parent Warrants, and the convertible notes, debentures, or other securities convertible or exercisable for Parent Common Stock.

"Parent Material Adverse Effect" means any change, event, occurrence or effect, individually or when aggregated with other changes, events, occurrences or effects, that has had or would reasonably be expected to have a material adverse effect on (x) the financial condition, assets, liabilities, business, or results of operations of Parent and Merger Sub, taken as a whole, or (y) the ability of Parent and Merger Sub to timely consummate the Transactions.

"Parent Share Amount" means the number of shares of Parent Class A Common Stock outstanding at the Closing, after giving effect to the number of shares of Parent Class A Common Stock redeemed in connection with the Closing pursuant to Parent's Charter Documents, but before the issuance of the Per Share Merger Consideration.

"Parent Securities" means the Parent Common Stock, Parent Preferred Stock, and Parent Convertible Securities.

"Parent Stockholders" means the holders of Parent Common Stock.

"Parent Transaction Expenses" means, without duplication, all out-of-pocket fees and expenses paid or payable by (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of this Agreement and the transactions contemplated hereby or investigating, pursuing or contemplating any other change of control or consideration of any strategic alternative to the transactions contemplated hereby, including, but not limited to: (i) fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants, investor relations and public relations consultants, and other advisors and service providers (including any deferred underwriting commissions due to the underwriters of Parent's initial public offering pursuant to the Underwriting Agreement dated as of October 14, 2020), (ii) the fees incurred in connection with the PIPE Financing or Alternate PIPE Financing, (iii) amounts owing or that may become owed, payable or otherwise due (whether or not accrued), directly or indirectly, by in connection with the consummation of the Transactions, including Parent Borrowings, (iv) the Parent D&O Tail, (v) the D&O Closing Policy, and (vi) Transfer Taxes. For the avoidance of doubt, Parent Transaction Expenses shall exclude indebtedness for borrowed money other than Parent Borrowings.

"Parent Units" means the units of Parent, each unit consisting of one share of Parent Class A Common Stock and one-third of one Parent Warrant.

"Parent Warrants" means the warrants of Parent, each whole warrant exercisable for one share of Parent Class A Common Stock at a price of $11.50, beginning on the Closing Date and expiring on the fifth anniversary of the Closing Date, upon the terms and conditions set forth in the Warrant Agreement.

"Parent's Knowledge" and similar formulations mean that one or more of Michael Burdiek, Rick Vitelle, or Garo Sarkissian has actual knowledge of the fact or other matter at issue.

"PCAOB Auditor" means an independent public accounting firm qualified to practice before the Public Company Accounting Oversight Board.

"Permits" means, with respect to any Person, any license, permit or other similar authorization issued by, or otherwise granted by, any Governmental Authority to which or by which such Person is subject or bound.

"Permitted Lien" means (a) statutory liens for current Taxes, special assessments or other governmental or quasi-governmental charges not yet due and payable or the amount or validity of which is being contested in good faith in appropriate proceedings for which adequate reserves have been established, in accordance with U.S. GAAP, (b) mechanics', materialmen's, carriers', workers', warehousemens', repairers' and similar statutory liens arising or incurred in the ordinary course of business and not delinquent, (c) zoning, entitlement, building and other land use regulations imposed by Governmental Authorities, none of which, individually or in the aggregate, interfere in any material respect with the present use of or occupancy of the affected land or building by the Company, (d) liens to secure landlords, lessors or renters under leases or rental agreements, (e) liens incurred or deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, old age pension programs mandated under applicable Legal Requirements or other social security regulations, (f) purchase money security interests and other vendor security for the unpaid purchase of goods and Liens securing rental payments under capital lease arrangements, (g) non-exclusive licenses in Intellectual Property Rights granted in the ordinary course of business, and (h) Liens that do not, individually or in the aggregate, materially and adversely affect, or materially disrupt the ordinary course of business of the Company and its Subsidiaries, taken as a whole.

"Person" means any individual or any corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

"Personal Confidential Information" means any information, in any form, that could reasonably be used to identify, contact, or locate a single person, that is governed, regulated, or protected by one or more Information Privacy and Security Laws or that is covered by the Payment Card Industry Data Security Standard.

"Protected Health Information" means personally identifiable information in medical records, including conversations between doctors and nurses about treatment, billing information and any patient-identifiable information in a company's computer system. Protected Health Information must be handled and maintained in accordance with HIPAA regulations.

"Representative" means, with respect to any Person, any director, officer, employee, agent, manager, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

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

"Securities Act" means the Securities Act of 1933, as amended.

"Sponsor" means Motion Acquisition LLC, a Delaware limited liability company.

"Subsidiary" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns at least 50% of the outstanding equity interests entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Tax" or "Taxes" means any and all federal, provincial, state, local or foreign income, gross receipts, payroll, employment, customs duty, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, deduction at source, social security (or similar, including FICA), unemployment, employment insurance, disability, real property, personal property, sales, use, transfer, registration, goods and services, value added, capital, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, filed or required to be filed with any Governmental Authority, including any schedule or attachment thereto, and including any amendment thereof.

"Transactions" means the transactions contemplated by this Agreement, including the Merger, the PIPE Financing, the execution, delivery and performance of the Ancillary Agreements, and the payment of fees and expenses relating to such transactions.

"TRICARE" means the program of medical benefits covering former and active members of the uniformed services and certain of their dependents, financed and administered by the United States Department of Defense, and all laws, rules and regulations having the force of law and pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"U.S. GAAP" means generally accepted accounting principles historically and consistently applied in the United States and as in effect from time to time.

"Warrant Agreement" means the warrant agreement entered into between Parent and Continental on October 14, 2020.

Exhibit 10.1

SUBSCRIPTION AGREEMENT

[Address]

Ladies and Gentlemen:

In connection with the proposed business combination (the "Transaction") between Motion Acquisition Corp., a Delaware corporation (including any successor thereto pursuant to the terms of the Transaction Agreement, "Motion"), and Ambulnz, Inc. a Delaware corporation ("Ambulnz"), pursuant to a business combination agreement (the "Transaction Agreement") to be entered into among Ambulnz, Motion and Motion Merger Sub Corp., a Delaware corporation and wholly owned subsidiary of Motion, Motion is seeking commitments from interested investors to purchase shares of Class A Common Stock, par value $0.0001 per share (the "Class A Common Shares"), of Motion, for a purchase price of $10.00 per share (the "Price Per Share"). The aggregate purchase price to be paid by the undersigned (the "Investor") for the subscribed Shares (as set forth on the signature page hereto) is referred to herein as the "Subscription Amount." Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Transaction Agreement. Substantially concurrently with the execution of this Subscription Agreement, Motion is entering into separate subscription agreements (the "Other Subscription Agreements") with certain other "qualified institutional buyers" (as such term is defined under Rule 144A of the Securities Act of 1933, as amended (the "Securities Act")), and institutional "accredited investors" (as such term is defined in Rule 501 under the Securities Act) to acquire Class A Common Shares at the same Price Per Share.

In connection therewith, and in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, set forth herein, and intending to be legally bound hereby, the Investor and Motion agree as follows:

1. Subscription. The Investor hereby irrevocably subscribes for and agrees to purchase from Motion, and Motion agrees to issue and sell to the Investor, such number of Class A Common Shares (the "Shares") as is set forth on the signature page of this Subscription Agreement on the terms and conditions provided for herein.

2. Closing. The closing of the sale of the Shares contemplated hereby (the "Closing") is contingent upon the substantially concurrent consummation of the Transaction. The Closing shall occur on the date of, and immediately prior to the Effective Time. Following satisfaction or waiver of the conditions set forth in Section 3 below and delivery of written notice from (or on behalf of) Motion to the Investor (the "Closing Notice") that Motion reasonably expects the closing of the Transaction to occur on a specified date that is not less than five (5) business days after the date on which the Closing Notice is delivered to the Investor (the "Closing Date"), the Investor shall deliver the Subscription Amount to Motion two (2) business days prior to the Closing Date, by wire transfer of United States dollars in immediately available funds to the account(s) specified by Motion in the Closing Notice, to be held in escrow until the Closing. On the Closing Date, Motion shall deliver to the Investor the Shares in book entry form, free and clear of any liens or other restrictions whatsoever (other than those set forth in this Subscription Agreement, arising under any written agreement to which the Investor is a party, or arising under applicable securities laws), in the name of the Investor (or its nominee in accordance with its delivery instructions) by causing such Shares to be registered on Motion's share register and will provide the Investor evidence of such issuance from Motion's transfer agent (the "Transfer Agent"). In the event the Closing Date does not occur within two business days after the Closing Date specified in the Closing Notice, Motion shall promptly (but not later than one business day thereafter) return the Subscription Amount to the Investor by wire transfer of U.S. dollars in immediately available funds to the account specified by the Investor, and any book-entries for the Shares shall be deemed repurchased and cancelled; provided that, unless this Subscription Agreement has been terminated pursuant to Section 9 hereof, such return of funds shall not terminate this Subscription Agreement or relieve the Investor of its obligation to purchase the Shares at the Closing. For purposes of this Subscription Agreement, "business day" shall mean any day other than (a) any Saturday or Sunday or (b) any other day on which banks located in New York, New York are required or authorized by applicable law to be closed for business.

3. Closing Conditions.

a. The obligation of the parties hereto to consummate the purchase and sale of the Shares pursuant to this Subscription Agreement is subject to the following conditions:

(i) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise restraining or prohibiting consummation of the transactions contemplated hereby; and

(ii) all conditions precedent to the closing of the Transaction in Sections 6.1 and 6.2 of the Transaction Agreement shall have been satisfied (as determined by the parties to the Transaction Agreement and other than those conditions under the Transaction Agreement which, by their nature, are to be satisfied at the closing of the Transaction, including to the extent that any such condition is dependent upon the consummation of the purchase and sale of the Shares pursuant to this Subscription Agreement) or waived.

b. The obligation of Motion to consummate the purchase and sale of the Shares at the Closing pursuant to this Subscription Agreement shall be subject to the satisfaction or waiver by Motion of the additional conditions that:

(i) all representations and warranties of the Investor contained in this Subscription Agreement are true and correct in all material respects (other than representations and warranties that are qualified as to materiality, which representations and warranties shall be true in all respects) at and as of the Closing Date, and consummation of the Closing shall constitute a reaffirmation by the Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Subscription Agreement as of the Closing Date; and

(ii) the Investor shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing.

c. The obligation of the Investor to consummate the purchase and sale of the Shares at the Closing pursuant to this Subscription Agreement shall be subject to the satisfaction or waiver by the Investor of the additional conditions that:

(i) all representations and warranties of Motion contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined below), which representations and warranties shall be true in all respects) at and as of the Closing Date, and consummation of the Closing shall constitute a reaffirmation by Motion of each of the representations, warranties, covenants and agreements of Motion contained in this Subscription Agreement as of the Closing Date;

(ii) Motion shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; and

(iii) the Transaction Agreement (as the same exists on the date hereof as provided to the Investor) shall not have been amended or modified, and no waiver have occurred thereunder, that would reasonably be expected to materially and adversely affect the economic benefits that the Investor would reasonably expect to receive under this Subscription Agreement without having received the Investor's prior written consent (not to be unreasonably withheld, conditioned or delayed).

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

5. Motion Representations and Warranties. Motion represents and warrants to the Investor that:

a. Motion has been duly formed as a Delaware corporation and is validly existing under the laws of the State of Delaware, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement. Motion has no subsidiaries other than Merger Sub and does not own, directly or indirectly, interests or other investments (whether equity or debt) in any other Person.

b. As of the Closing Date, the Shares will be duly authorized and, when issued and delivered to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under Motion's certificate of incorporation (as amended to the Closing Date) or under the General Corporation Law of the State of Delaware.

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

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

e. As of their respective dates, all reports (the "SEC Reports") required to be filed by Motion with the U.S. Securities and Exchange Commission (the "SEC") complied in all material respects with the requirements of the Securities Act of 1933, as amended, (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of Motion included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of Motion as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments and the absence of complete footnotes. Motion has timely filed with the SEC each SEC Report that Motion was required to file with the SEC. A copy of each SEC Report is available to the Investor via the SEC's EDGAR system.

f. Motion is not, and immediately after receipt of payment for the Shares under this Agreement and the Class A Common Shares subscribed for under the Other Subscription Agreements, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

g. As of the date hereof, the authorized capital stock of Motion is 63,500,000 shares, consisting of (a) 50,000,000 Class A Common Shares, (b) 12,500,000 shares of Class B common stock, par value $0.0001 per share (the "Class B Common Shares"), and (c) 1,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Shares"). As of the date hereof: (i) 0 Preferred Shares are issued and outstanding; (ii) 11,500,000 Class A Common Shares are issued and outstanding; (iii) 2,875,000 Class B Common Shares are issued and outstanding; (iv) 2,533,333 warrants to purchase 2,533,333 Class A Common Shares (the "Private Placement Warrants") are outstanding and (v) 3,833,333 warrants to purchase 3,833,333 Class A Common Shares (the "Public Warrants") are outstanding. All (A) issued and outstanding Class A Common Shares and Class B Common Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights, (B) outstanding Private Placement Warrants and Public Warrants are and validly issued, are fully paid, and are legally binding obligations of Motion enforceable against Motion in accordance with their terms (except (i) as may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought) and are not subject to preemptive rights, and (C) all Class A Common Shares issuable upon exercise of the Warrants have been duly authorized and reserved for issuance and, upon issuance in accordance with the terms of the Warrants, will be validly issued, fully paid, and not subject to preemptive rights. Except as set forth above and pursuant to the Other Subscription Agreements and the Transaction Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from Motion any Class A Common Shares or Class B Common Shares, or any other equity interests in Motion or securities convertible into or exchangeable or exercisable for such equity interests. There are no shareholder agreements, voting trusts, or other agreements or understandings to which Motion is a party or by which it is bound relating to the voting of any securities of Motion, other than (1) as set forth in the SEC Reports and (2) as contemplated by the Transaction Agreement. Except as described in the SEC Reports, there are no securities or instruments issued by or to which Motion is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Shares pursuant to this Subscription Agreement or any Other Subscription Agreement.

h. Other than the Other Subscription Agreements, the Transaction Agreement, or as disclosed in the SEC Reports filed prior to the date of the Subscription Agreement, Motion has not entered into any side letter or similar agreement with any Other Subscriber or any other investor in connection with such Other Subscriber's or investor's direct or indirect investment in Motion (other than any side letter or similar agreement relating to the transfer to any investor of (i) securities of Motion by existing securityholders of Motion, which may be effectuated as a forfeiture to Motion and reissuance, or (ii) securities to be issued to the direct or indirect securityholders of Motion pursuant to the Transaction Agreement). The Other Subscription Agreements reflect the same Price Per Share as this Subscription Agreement. No Other Subscription Agreement or other similar agreement includes terms and conditions that are materially more advantageous to any such Other Subscriber or other person than the Investor hereunder, other than terms particular to the regulatory requirements of such subscriber or its affiliates or related funds that are mutual funds or are otherwise subject to regulations related to the timing of funding and the issuance of the Shares, and such other agreements have not been amended or modified in any material respect following the date of this Subscription Agreement.

i. Except for such matters as have not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, there is no (i) action, suit, claim, or other proceeding, in each case by or before any governmental entity pending, or, to the knowledge of Motion, threatened in writing against Motion, or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against Motion.

j. As of the date hereof, the Class A Common Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on The Nasdaq Stock Market ("Nasdaq"). There is no suit, action, proceeding or investigation pending or, to the knowledge of Motion, threatened in writing against Motion by Nasdaq or the SEC with respect to any intention by such entity to deregister such shares or prohibit or terminate the listing of the Class A Common Shares on Nasdaq. Motion has taken no action that is designed to terminate the registration of such shares under the Exchange Act.

k. Motion is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the issuance of the Shares, other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) the filings required in accordance with Section 7, (iv) those required by Nasdaq, including with respect to obtaining approval of Motion's stockholders, and (v) the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

l. Motion is not under any obligation to pay any broker's fee or commission in connection with the sale of the Shares, other than to the Placement Agents (as defined below).

m. Motion acknowledges and agrees that, notwithstanding anything herein to the contrary, the Shares may be pledged by the Investor in connection with a bona fide margin agreement, which shall not be deemed to be a transfer, sale or assignment of the Shares hereunder, and the Investor effecting a pledge of Shares shall not be required to provide Motion with any notice thereof or otherwise make any delivery to Motion pursuant to this Subscription Agreement. Motion hereby agrees to execute and deliver such documentation as a pledgee of the Shares may reasonably request in connection with a pledge of the Shares to such pledgee by the Investor.

6. Investor Representations and Warranties. The Investor represents and warrants to Motion that:

a. The Investor (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), in each case, satisfying the applicable requirements set forth on Schedule A, and an "Institutional Account" as defined in FINRA Rule 4512(c), (ii) is acquiring the Shares only for his, her or its own account and not for the account of others, or if the Investor is subscribing for the Shares as a fiduciary or agent for one or more investor accounts, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account and (iii) is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule A). The Investor is not an entity formed for the specific purpose of acquiring the Shares.

b. The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, that the Shares have not been registered under the Securities Act and that Motion is not required to register the Shares except as set forth in Section 7 of this Subscription Agreement. The Investor acknowledges and agrees that the Shares may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to Motion or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of clauses (i) and (iii) in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book entry positions representing the Shares shall contain a restrictive legend to such effect; as a result the Investor may not be able to readily offer, resell, pledge or otherwise dispose of the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges and agrees that the Shares will not immediately be eligible for resale pursuant to Rule 144 promulgated under the Securities Act. The Investor acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares.

c. The Investor acknowledges and agrees that the Investor is purchasing the Shares from Motion. The Investor further acknowledges that there have been no representations, warranties, covenants and agreements made to the Investor by or on behalf of Motion, Ambulnz, or their respective affiliates or any of their respective subsidiaries, control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement.

d. The Investor's acquisition and holding of the Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

e. The Investor acknowledges and agrees that the Investor has received such information as the Investor deems necessary in order to make an investment decision with respect to the Shares, including, with respect to Motion, the Transaction and the business of Ambulnz and its subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed Motion's filings with the SEC. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares.

f. The Investor became aware of this offering of the Shares solely by means of direct contact between the Investor and Motion, Ambulnz or a representative of Motion or Ambulnz or by means of contact from Barclays Capital Inc. ("Barclays") and Deutsche Bank Securities Inc. ("Deutsche Bank"), including any of their respective affiliates (collectively, the "Placement Agents" and each, a "Placement Agent"), and the Shares were offered to the Investor solely by direct contact between the Investor and Motion, Ambulnz or a representative of Motion or Ambulnz or by contact between the Investor and a Placement Agent. The Investor did not become aware of this offering of the Shares, nor were the Shares offered to the Investor, by any other means. The Investor acknowledges that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, Motion, Ambulnz, the Placement Agents or their respective affiliates or any of its or their control persons, officers, directors, employees or representatives), other than the representations and warranties of Motion contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in Motion. The Investor further acknowledges that the Placement Agents have not made, do not make and shall not be deemed to make any express or implied representation or warranty with respect to Motion, Ambulnz, this offering or the Transaction.

g. The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in Motion's filings with the SEC. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision and the Investor has made its own assessment and has satisfied itself concerning relevant tax or other economic considerations relative to its purchase of the Shares.

h. Alone, or together with any professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in Motion. The Investor acknowledges specifically that a possibility of total loss exists.

i. In making its decision to purchase the Shares, the Investor has (a) received, reviewed and understood the materials made available to the Investor in connection with the Transaction, (b) had the opportunity to ask questions of and receive answers from Motion directly and (c) conducted and completed its own independent due diligence with respect to the Transaction. Based on such information as the Investor has deemed appropriate and without reliance upon either of the Placement Agents, it has independently made its own analysis and decision to purchase the Shares. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information provided by or on behalf of either of the Placement Agents or any of their respective affiliates or any of their respective control persons, officers, directors, employees , partners, agents or representatives of any of the foregoing concerning Motion, Ambulnz, the Transaction, the Transaction Agreement, the Subscription Agreement or the transactions contemplated hereby or thereby, the Shares or the offer and sale of the Shares.

j. The Investor acknowledges and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

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

l. The execution, delivery and performance by the Investor of this Subscription Agreement are within the powers of the Investor, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if the Investor is not an individual, will not violate any provisions of the Investor's organizational documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature on this Subscription Agreement is genuine, and the signatory, if the Investor is an individual, has legal competence and capacity to execute the same or, if the Investor is not an individual the signatory has been duly authorized to execute the same, and, assuming that this Subscription Agreement constitutes the valid and binding obligation of Motion, this Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) principles of equity, whether considered at law or equity.

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

n. The Investor acknowledges that no disclosure or offering document has been prepared by either of the Placement Agents or any of their respective affiliates in connection with the offer and sale of the Shares.

o. The Investor acknowledges that the Placement Agents and their respective controlling persons, directors, officers, employees, partners, agents and representatives of the foregoing have made no independent investigation with respect to Motion or its subsidiaries or the Shares or the accuracy, completeness or adequacy of any information supplied to the Investor by Motion, its subsidiaries, or any of their officers, directors, partners, agents, partners, agents, or representatives.

p. In connection with the issue and purchase of the Shares, the Investor acknowledges and agrees that (i) each Placement Agent is acting solely as placement agent in connection with the Transaction and is not acting as an underwriter or in any other capacity (except, (x) with respect to Deutsche Bank, as described in Section 6.s. below and (y) with respect to Barclays, which is also acting as financial advisor and capital markets advisor to Motion) and is not and shall not be construed as a fiduciary for the Investor, Motion, Ambulnz or any other person or entity in connection with the Transaction, (ii) no Placement Agent has made nor will make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the Transaction, and (iii) no Placement Agent will have any responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the Transaction or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (B) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning Motion, Ambulnz or the Transaction.

q. At the Closing, the Investor will have sufficient funds to pay the Subscription Amount and consummate the purchase and sale of the Shares when required pursuant to this Subscription Agreement.

r. The Investor acknowledges and is aware that Deutsche Bank is acting as financial advisor to Ambulnz in connection with the Transaction and capital markets advisor to Ambulnz and hereby waives any claims it may have based on any actual or potential conflict of interest or similar claim relating to or arising from Deutsche Bank acting as financial advisor and capital markets advisor to Ambulnz in connection with the Transaction.

7. Registration Rights.

a. In the event that the Shares are not registered in connection with the consummation of the Transaction, Motion agrees that, as soon as reasonably practicable (but in any case no later than thirty (30) calendar days after the consummation of the Transaction), it will file with the SEC (at its sole cost and expense) a registration statement registering such resale (the "Registration Statement"), and it shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) sixty (60) calendar days after the filing thereof (or, in the event the SEC reviews and has written comments to the Registration Statement, the ninetieth (90^{th}) calendar day following the filing thereof) and (ii) the tenth (10^{th}) business day after the date Motion is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review ((i) and (ii) collectively, the "Effectiveness Deadline"); *provided*, that if such falls on a Saturday, Sunday or other day that the SEC is closed for business, the Effectiveness Deadline shall be extended to the next business day on which the SEC is open for business. Motion agrees to cause such Registration Statement, or another shelf registration statement that includes the Shares to be sold pursuant to this Subscription Agreement, to remain effective until the earliest of (i) the third anniversary of the Closing, (ii) the date on which the Investor ceases to hold any Shares issued pursuant to this Subscription Agreement, or (iii) on the first date on which the Investor can sell all of its Shares issued pursuant to this Subscription Agreement (or shares received in exchange therefor) under Rule 144 of the Securities Act within 90 days without limitation as to the amount of such securities that may be sold. Motion may amend the Registration Statement so as to convert the Registration Statement into a Registration Statement on Form S-3 at such time as Motion becomes eligible to use such Form S-3. The Investor agrees to disclose its ownership to Motion upon request to assist it in making the determination described above. Motion's obligations to include the Shares issued pursuant to this Subscription Agreement (or shares issued in exchange therefor) for resale in the Registration Statement are contingent upon the Investor furnishing in writing to Motion such information regarding the Investor, the securities of Motion held by the Investor and the intended method of disposition of such Shares as shall be reasonably requested by Motion to effect the registration of such Shares, and shall execute such documents in connection with such registration as Motion may reasonably request that are customary of a selling stockholder in similar situations; provided, however, that the Investor shall not in connection with the foregoing be required by Motion to execute any lock-up or similar agreement in respect of, or otherwise be subject to any other agreement with Motion that imposes a contractual restriction on the ability to transfer, the Shares.

b. At its expense Motion shall:

(i) advise the Investor within five (5) business days:

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

(2) of the receipt by Motion of any notification with respect to the suspension of the qualification of the Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

Notwithstanding anything to the contrary set forth herein, Motion shall not, when so advising the Investor of such events, provide the Investor with any material, nonpublic information regarding Motion other than to the extent that providing notice to the Investor of the occurrence of the events listed in clauses (1) or (2) above constitutes material, nonpublic information regarding Motion;

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

(iii) use its commercially reasonable efforts to cause all Shares to be listed on each securities exchange or market, if any, on which the Class A Common Shares issued by Motion have been listed; and

(iv) use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Shares required hereby.

c. Notwithstanding anything to the contrary in this Subscription Agreement, Motion shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require the Investor not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by Motion or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event Motion's board of directors reasonably believes, upon the advice of legal counsel, would require additional disclosure by Motion in the Registration Statement of material information that Motion has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of Motion's board of directors, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"); provided, however, that Motion may not delay or suspend the Registration Statement on more than three occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from Motion of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein (in light of the circumstances under which they were made, in the case of the prospectus) not misleading, the Investor agrees that (i) it will immediately discontinue offers and sales of the Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Investor receives copies of a supplemental or amended prospectus (which Motion agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by Motion that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by Motion unless otherwise required by law or subpoena. If so directed by Motion, the Investor will deliver to Motion or, in the Investor's sole discretion destroy, all copies of the prospectus covering the Shares in the Investor's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Shares shall not apply (1) to the extent the Investor is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (2) to copies stored electronically on archival servers as a result of automatic data back-up.

d. Indemnification.

(i) Motion agrees to indemnify, to the extent permitted by law, the Investor (to the extent a seller under the Registration Statement), its directors and officers, partners, managers, members, stockholders and each person who controls the Investor (within the meaning of the Securities Act), to the extent permitted by law, against all losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including without limitation reasonable and documented attorneys' fees of one law firm) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included 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 (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading, except insofar as the same (1) are caused by or contained in any information furnished in writing to Motion by or on behalf of the Investor expressly for use therein, or (2) result from or in connection with any offers or sales effected by or on behalf of Investor in violation of Section 7(c).

(ii) In connection with any Registration Statement in which the Investor is participating, the Investor shall furnish to Motion in writing such information and affidavits as Motion reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify Motion, its directors and officers and each person who controls Motion (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including without limitation reasonable and documented attorneys' fees of one law firm) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by the Investor expressly for use therein; provided, however, that the liability of each Investor shall be several and not joint and shall be in proportion to and limited to the net proceeds received by the Investor from the sale of Shares giving rise to such indemnification obligation.

(iii) Any person entitled to indemnification herein shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (2) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, 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 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.

8. Additional Investor Agreement. The Investor hereby agrees that, from the date of this Subscription Agreement, none of Investor, its controlled affiliates, or any person or entity acting on behalf of Investor or any of its controlled affiliates or pursuant to any understanding with Investor or any of its controlled affiliates will engage in any Short Sales with respect to securities of Motion prior to the Closing (or earlier termination of this Subscription Agreement). For purposes of this Section 8, "Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements or pledges expressly permitted by the terms of this Subscription Agreement), forward sale contracts, long puts, short calls and other similar arrangements (including swaps on a total return basis). Notwithstanding the foregoing, (i) nothing herein shall prohibit other entities under common management or that share an investment advisor with the Investor that have no knowledge of this Subscription Agreement or of the Investor's participation in the Transaction (including the Investor's controlled affiliates and/or affiliates) from entering into any Short Sales and (ii) in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, this Section 8 shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscription Amount covered by this Subscription Agreement.

9. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such date and time as the Transaction Agreement is terminated in accordance with its terms, (b) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (c) if any of the conditions to Closing set forth in Section 3 of this Subscription Agreement are not satisfied or waived, or are not capable of being satisfied, on or prior to the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement will not be and are not consummated at the Closing or (d) November [●], 2021 if the closing of the Transaction has not occurred on or before such date; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such breach. Motion shall notify the Investor of the termination of the Transaction Agreement promptly after the termination of such agreement.

10. Trust Account Waiver. The Investor acknowledges that Motion is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving Motion and one or more businesses or assets. The Investor further acknowledges that, as described in Motion's prospectus relating to its initial public offering dated October 15, 2020 (the "IPO Prospectus") available at www.sec.gov, substantially all of Motion's assets consist of the cash proceeds of Motion's initial public offering and private placement of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of Motion, its public shareholders and the underwriter of Motion's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to Motion to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the IPO Prospectus. For and in consideration of Motion entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, the Investor hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement; provided that nothing in this Section 10 shall (i) serve to limit or prohibit the Investor's right to pursue a claim against Motion for legal relief against assets held outside the Trust Account (so long as such claim would not affect Motion's ability to fulfill its obligation to effectuate any redemption right with respect to any securities of Motion), for specific performance or other equitable relief, (ii) serve to limit or prohibit any claims that the Investor may have in the future against Motion's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account to Motion (and not Motion's public stockholders) and any assets that have been purchased or acquired with any such funds) (so long as such claim would not affect the Motion's ability to fulfill its obligation to effectuate any redemption right with respect to any securities of Motion) and (iii) be deemed to limit any of Investor's right, title, interest or claim to the Trust Account by virtue of Investor's record or beneficial ownership of securities of Motion acquired by any means other than pursuant to this Subscription Agreement. This section shall survive the termination of this Subscription Agreement.

11. Miscellaneous.

a. Neither this Subscription Agreement nor any rights that may accrue to the parties hereunder (other than the Shares acquired hereunder, if any) may be transferred or assigned without the prior written consent of each of the other parties hereto; provided that (i) this Subscription Agreement and any of the Investor's rights and obligations hereunder may be assigned to any fund or account managed by the same investment manager as the Investor or by an affiliate (as defined in Rule 12b-2 of the Exchange Act) of such investment manager without the prior consent of Motion and (ii) the Investor's rights under Section 7 may be assigned to an assignee or transferee of the Shares; provided further that prior to such assignment any such assignee shall agree in writing to be bound by the terms hereof; provided, that no assignment pursuant to clause (i) of this Section 11 shall relieve the Investor of its obligations hereunder.

b. Motion may request from the Investor such additional information as Motion may reasonably deem necessary to register the resale of the Shares and evaluate the eligibility of the Investor to acquire the Shares, and the Investor shall provide such information as may reasonably be requested to the extent readily available and to the extent consistent with its internal policies and procedures; provided that Motion expressly agrees to keep any such information provided by the Investor confidential except as required by the applicable securities laws or pursuant to proceedings of regulatory authorities. The Investor acknowledges and agrees that if it does not provide Motion with such requested information, Motion may not be able to register the Investor's Shares for resale pursuant to Section 7 hereof. The Investor hereby agrees that its identity and the Subscription Agreement, as well as the nature of the Investor's obligations hereunder, may be disclosed in any public announcement or disclosure required by the SEC and in any registration statement, proxy statement, consent solicitation statement or any other SEC filing to be filed by Motion in connection with the issuance of shares contemplated by this Subscription Agreement and/or the Transaction.

c. The Investor acknowledges that (i) Motion will rely on the acknowledgments, understandings, agreements, representations and warranties of the Investor contained in this Subscription Agreement and (ii) the Placement Agents will rely on the representations and warranties of Investor contained in this Subscription Agreement. Prior to the Closing, the Investor agrees to promptly notify Motion if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 6 above are no longer accurate in any material respect (other than those acknowledgments, understandings, agreements, representations and warranties qualified by materiality, in which case the Investor shall notify Motion if they are no longer accurate in all respects). The Investor agrees that the purchase by the Investor of Shares from Motion will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Investor as of the time of such purchase. The parties hereto further acknowledge and agree that each of the Placement Agents is a third-party beneficiary of the acknowledgements, agreements, representations and warranties of the parties contained in this Subscription Agreement.

d. Motion, Investor, and each of the Placement Agents are each irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

e. All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing.

f. This Subscription Agreement may not be modified, waived or terminated (other than pursuant to the terms of Section 9 above) except by an instrument in writing, signed by each of the parties hereto. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder. Notwithstanding anything to the contrary herein, Section 6, Section 11(c), Section 11(d), this Section 11(f) and Section 12 may not be modified, waived or terminated in a manner that is material and adverse to the Placement Agents without the written consent of each of the Placement Agents.

g. This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as set forth in Section 7.e, Section 11.c, and Section 11.d with respect to the persons referenced therein, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns.

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

i. If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

j. This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

k. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

l. The legend described in Section 6(b) shall be removed and Motion shall issue a certificate without such legend to the holder of the Shares upon which it is stamped or issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("DTC"), if (i) such the Shares are registered for resale under the Securities Act, upon the sale thereof, (ii) in connection with a sale, assignment or other transfer, such holder provides Motion with an opinion of counsel, in a form reasonably acceptable to Motion, to the effect that such sale, assignment or transfer of the Shares may be made without registration under the applicable requirements of the Securities Act, or (iii) the Shares can be sold, assigned or transferred without restriction or current public information requirements pursuant to Rule 144, including any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and any requirement for Motion to be in compliance with the current public information required under Rule 144(c) or Rule 144(i), as applicable, and in each case, the holder provides Motion with an undertaking to effect any sales or other transfers in accordance with the Securities Act. Motion shall be responsible for the fees of the applicable transfer agent and all DTC fees associated with such issuance and the Investor shall be responsible for all other fees and expenses (including, without limitation, any applicable broker fees, feels and disbursements of their legal counsel and any applicable transfer taxes). To the extent required by the Transfer Agent, Motion shall use commercially reasonable efforts to cause its legal counsel to deliver a customary opinion within two business days of the delivery of all reasonably necessary representations and other documentation from the Investor as reasonably requested by Motion, its counsel or the transfer agent by the Investor to Motion's transfer agent to the effect that the removal of the restrictive legend in such circumstances may be effected under the Securities Act.

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

(i) if to Investor, to such address(es) or email address(es) set forth herein;

(ii) if to, prior to the Closing, Motion, to:

Motion Acquisition Corp.
c/o Graubard Miller
405 Lexington Avenue – 11th Floor
New York, NY 10174
Attention: Michael Burdiek, Chief Executive Officer
Email: mburdiek@motionacquisition.com

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

Graubard Miller
405 Lexington Avenue – 11th Floor
New York, New York 10174
Attention: David Miller / Jeffrey Gallant
Email: dmiller@graubard.com; jgallant@graubard.com

n. Each of Motion and the Investor shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

o. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE SUPREME COURT OF THE STATE OF NEW YORK SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 11(m) OF THIS SUBSCRIPTION AGREEMENT OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) 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; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 11(o).

12. Non-Reliance and Exculpation. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Placement Agents, any of their respective affiliates or any of their respective control persons, officers, directors, employees, partners, agents, and any representatives of any of the foregoing), other than the statements, representations and warranties of Motion expressly contained in this Subscription Agreement, in making its investment or decision to invest in Motion. The Investor agrees that none of (i) any other investor pursuant to this Subscription Agreement or any other subscription agreement related to the private placement of the Shares (including the respective controlling persons, officers, directors, partners, agents, partners, agents, and any representatives of any of the foregoing), (ii) the Placement Agents, their respective affiliates or any of their respective control persons, officers, directors or employees, or (iii) any other party to the Transaction Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto shall be liable to the Investor, or to any other investor, pursuant to this Subscription Agreement or any other subscription agreement related to the private placement of the Shares, the negotiation hereof or thereof or the subject matter hereof or thereof, or the transactions contemplated hereby or thereby, for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares, including, without limitation, with respect to any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares or with respect to any claim (whether in tort, contract or otherwise) for breach of this Subscription Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, as expressly provided herein, or for any actual or alleged inaccuracies, misstatements or omissions with respect to any information or materials of any kind furnished by Motion, Ambulnz, the Placement Agents or any Non-Party Affiliate concerning Motion, Ambulnz, the Placement Agents, any of their affiliates, this Subscription Agreement or the transactions contemplated hereby. For purposes of this Subscription Agreement, "Non-Party Affiliates" means each former, current or future officer, director, employee, partner, member, manager, direct or indirect equityholder or affiliate of Motion, Ambulnz, the Placement Agents or any of Motion's, Ambulnz's or the Placement Agents' respective affiliates or any family member of the foregoing. On behalf of itself and its affiliates, the Investor releases each of the Placement Agents in respect of any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements related to this Subscription Agreement or the transactions contemplated hereby.

13. Disclosure. Motion shall, by 9:00 a.m., New York City time, on the first (1st) business day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the SEC a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed all material terms of the transactions contemplated hereby (and by the other subscription agreements), the Transaction and any other material, nonpublic information that Motion has provided to the Investor at any time prior to the filing of the Disclosure Document. From and after the issuance of the Disclosure Document, to Motion's knowledge, the Investor shall not be in possession of any material, non-public information received from Motion or any of its officers, directors or employees. Notwithstanding the foregoing, Motion shall not publicly disclose the name of the Investor or any affiliate or investment adviser of the Investor, or include the name of the Investor or any affiliate or investment adviser of the Investor in any press release or in any filing with the SEC or any regulatory agency or trading market, without the prior written consent (including by e-mail) of the Investor, except pursuant to Section 11(b) hereof or as required by the federal securities laws, rules or regulations and to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under Nasdaq Stock Market regulations, in which case Motion shall use its commercially reasonable efforts to consult with the Investor in advance as to the form, content and timing of such disclosure.

14. Independent Obligations. The obligations of Investor under this Subscription Agreement are several and not joint with the obligations of any Other Investor under the Other Subscription Agreements, and Investor shall not be responsible in any way for the performance of the obligations of any Other Investor under the Other Subscription Agreements. The decision of Investor to purchase Shares pursuant to this Subscription Agreement has been made by Investor independently of any Other Investor and independently of any information, materials, statements or opinions as to business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of Motion or any of its subsidiaries which may have been made or given by any Other Investor or by any agent or employee of any Other Investor (or any other person) relating to or arising from any such information, materials, statements, or opinions.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, the Investor has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Name of Investor:	State/Country of Formation or Domicile:
By: _____ Name: _____ Title: _____	
Name in which Shares are to be registered (if different):	Date: _____, 2021
Investor's EIN:	
Business Address-Street:	Mailing Address-Street (if different):
City, State, Zip:	City, State, Zip:
Attn: _____	Attn: _____
Telephone No.:	Telephone No.:
Facsimile No.:	Facsimile No.:
Number of Shares subscribed for:	
Aggregate Subscription Amount: $	Price Per Share: $10.00

You must pay the Subscription Amount by wire transfer of United States dollars in immediately available funds to the account specified by Motion in the Closing Notice.

IN WITNESS WHEREOF, Motion Acquisition Corp. has accepted this Subscription Agreement as of the date set forth below.

MOTION ACQUISITION CORP.

By: _____
Name:
Title:

Date: , 2021

SCHEDULE A

ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

**** OR ****

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

1. ☐ We are an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. The Investor has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to the Investor and under which the Investor accordingly qualifies as an "accredited investor."

☐ Any bank, registered broker or dealer, insurance company, registered investment company, business development company, or small business investment company;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5,000,000;

☐ Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000; or

☐ Any trust with assets in excess of $5,000,000, not formed to acquire the securities offered, whose purchase is directed by a sophisticated person.

**** AND ****

C. FINRA INSTITUTIONAL ACCOUNT STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "institutional account" under FINRA Rule 4512(c).

2. ☐ We are not an "institutional account" under FINRA Rule 4512(c).

This page should be completed by the Investor
and constitutes a part of the Subscription Agreement.

Exhibit 10.2

CONFIDENTIAL

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement"), dated as of March 8, 2021, is entered into by and among Motion Acquisition Corp. ("Motion") and each of the stockholders of the Company (as defined below) set forth on Schedule A hereto (the "Supporting Holder"). Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Motion, Motion Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Motion ("Merger Sub"), and Ambulnz, Inc., a Delaware corporation (the "Company") propose to enter into, simultaneously herewith, a Merger Agreement (the "Merger Agreement"), a copy of which has been made available to the Supporting Holders, which provides, among other things, that, upon the terms and subject to the conditions thereof, (i) Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Motion, (ii) immediately prior to, and conditioned upon, the effective time of the Merger, the holders of Company Preferred Stock (as defined below) will effect a conversion (the "Company Preferred Stock Conversion") of all of the Company Preferred Stock to Company Class A Common Stock (each as defined below), in accordance with the terms of the Merger Agreement and Section 4.16(b) of the Company's Second Amended and Restated Certificate of Incorporation (the "Company Charter"), and (iii) 83,600,000 shares of common stock of Motion, par value $0.0001 ("Motion Common Stock"), with a contingent right to receive in the aggregate an additional 5,000,000 shares Motion Common Stock, shall be issued by Motion to holders of Company Common Stock (together with the holders of converted Company Preferred Stock and holders of Company Convertible Securities) in consideration thereof;

WHEREAS, as of the date hereof, the Supporting Holder is the record owner, beneficial (as such term is defined in Rule 13d-3 under the Exchange Act, which meaning shall apply for all purposes of this Agreement whenever the term "beneficial" or "beneficially" is used) owner, and has full voting power over (a) the number of shares of Class A Common Stock of the Company, no par value per share ("Company Class A Common Stock"), set forth opposite the Supporting Holder's name on Schedule A under the column heading "Number of Shares of Company Class A Common Stock" and (b)the number of shares of Preferred Stock of the Company, no par value per share ("Company Preferred Stock"), set forth opposite the Supporting Holder's name on Schedule A under the column heading "Number of Shares of Company Preferred Stock" (all such shares of Company Class A Common Stock specified on Schedule A under the column heading "Number of Shares of Company Class A Common Stock" shall be referred to herein as the Supporting Holder's "Subject Class A Common Shares", all such shares of Company Preferred Stock specified on Schedule A under the column heading "Number of Shares of Company Preferred Stock" shall be referred to herein as the Supporting Holder's "Subject Preferred Shares," and the Supporting Holder's Subject Common Shares and Subject Preferred Shares and any other shares of Company Class A Common Stock or Company Preferred Stock the Supporting Holder may hereafter acquire prior to the termination of this Agreement pursuant to Section 5.2 shall be referred to herein collectively as the Supporting Holder's "Subject Shares"); and

WHEREAS, as a condition to Motion's willingness to enter into the Merger Agreement, and as an inducement and in consideration for Motion to enter into the Merger Agreement, the Supporting Holders have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO VOTE SUBJECT SHARES

1.1 Voting of Subject Shares. Each Supporting Holder holding Subject Shares hereby irrevocably and unconditionally agrees that, as promptly as practicable and in any event not later than five (5) Business Days after the Registration Statement is declared effective by the SEC, the Supporting Holders shall deliver to Motion and the Company a written consent in the form attached hereto as Exhibit A (the "Written Consent") voting all of the Subject Shares in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated by the Merger Agreement (including the Merger). The Supporting Holders covenant and agree that, prior to the termination of this Agreement, the Supporting Holders will at any meeting of the stockholders of the Company (and at any adjournment or postponement thereof), however called, and in any written actions by consent of the stockholders of the Company (whenever presented), cause the Subject Shares to be voted (including via proxy) in favor of the Merger and the transactions contemplated by the Merger Agreement (including the Company Preferred Stock Conversion), and any action in furtherance of any of the foregoing, and (ii) in favor of any proposal to adjourn a meeting of the stockholders at which there is a proposal to adopt the Merger Agreement if there are not sufficient votes to adopt the proposals described in clause (i) above or if there are not sufficient shares of Company Class A Common Stock and Company Preferred Stock present in person or represented by proxy to constitute a quorum.

1.2 Consent to Entry Into the Merger Agreement and the Company Preferred Stock Conversion.

(a) *Combined Consent*: Each Supporting Holder hereby irrevocably consents to and approves the execution and delivery by the Company of the Merger Agreement in its capacity as a holder of Company Class A Stock and/or Company Preferred Stock in accordance with the terms of Section 4.6(a)(ii) of the Company Charter. Each Supporting Holder acknowledges that it has been informed by the Company that the consent of the Supporting Holder pursuant to this Section 1.2(a), together with the consent of the other Supporting Holders, constitutes the consent of the majority of the issued and outstanding Company Class A Stock and Company Preferred Stock (on a converted to Company Class A Stock basis) voting as a single class, as set forth in Schedule A hereto.

(b) *Preferred Consent*: Each Supporting Holder (to the extent such Supporting Holder holds Company Preferred Stock), hereby irrevocably consents to and approves the execution and delivery by the Company of the Merger Agreement in its capacity as a holder of Company Preferred Stock in accordance with the terms of Section 4.6(b)(iii) of the Company Charter. Each Supporting Holder acknowledges that it has been informed by the Company that the consent of the Supporting Holder pursuant to this Section 1.2(a), together with the consent of the other Supporting Holders, constitutes the consent of the majority of the issued and outstanding Company Preferred Stock, as set forth in Schedule A hereto.

(c) *Conversion Consent*: Each Supporting Holder (to the extent such Supporting Holder holds Company Preferred Stock), hereby irrevocably consents to and approves the Company Preferred Stock Conversion in its capacity as a holder of Company Preferred Stock on the terms and subject to the conditions set forth in the Merger Agreement and Section 4.16(b) of the Company Charter. Each Supporting Holder acknowledges that it has been informed by the Company that the consent of the Supporting Holder pursuant to this Section 1.2(a), together with the consent of the other Supporting Holders, constitutes the consent of the majority of the issued and outstanding Company Preferred Stock, as set forth in Schedule A hereto.

1.3 No Inconsistent Agreements. The Supporting Holder shall not enter into any commitment, agreement, understanding, or similar arrangement to vote or give voting instructions or express consent or dissent in writing in any manner inconsistent with the terms of this Article I.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SUPPORTING HOLDER

Each Supporting Holder represents and warrants to Motion that:

2.1 Authorization; Binding Agreement.

(a) The Supporting Holder, if not a natural person, is duly organized, validly existing and in good standing (where such concept is recognized) under the Laws of the jurisdiction in which it is incorporated or constituted. The Supporting Holder has full legal capacity and power, right and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by the Supporting Holder and, assuming the due authorization, execution and delivery by Motion, constitutes a legal, valid and binding obligation of the Supporting Holder, enforceable against the Supporting Holder in accordance with its terms, except that such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting or relating to creditors' rights generally and (ii) is subject to general principles of equity (the "Enforceability Limitations").

2.2 Non-Contravention. Neither the execution and delivery of this Agreement by the Supporting Holder nor performance by the Supporting Holder of the obligations herein nor the compliance by the Supporting Holder with any provisions herein will (a) if not a natural person, violate the certificate or articles of incorporation, bylaws or other governing documents of the Supporting Holder, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority or any other Person on the part of the Supporting Holder, except as provided in the (i) Company Charter, or (ii) the amended and restated Bylaws of the Company (collectively, the "Company Governing Documents"), (c) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Encumbrance (as defined below) on the Subject Shares, other than any Permitted Encumbrance (as defined below), or (d) violate any Law applicable to the Supporting Holder or by which any of the Supporting Holder's Subject Shares are bound, except, in the case of each of clauses (c) and (d), as would not reasonably be expected to materially impair the Supporting Holder's ability to perform its obligations hereunder.

2.3 Ownership of Shares; Total Shares. The Supporting Holder is the record and beneficial owner of all of the Supporting Holder's Subject Shares and has good and marketable title to all of the Supporting Holder's Subject Shares, free and clear of any encumbrances, security interests, claims, pledges, proxies, options, right of first refusals, voting restrictions, limitations on dispositions, voting trusts or agreements, options or any other liens or restrictions on title, transfer or exercise of any rights of a stockholder in respect of such Subject Shares (collectively, "Encumbrances"), except for any such Encumbrance that may be imposed pursuant to (i) this Agreement, (ii) any Lock-Up Agreement entered into by and between the Supporting Holder, Motion and the Company, (iii) any applicable restrictions on transfer under applicable securities Laws and (iv) the Company Governing Documents (collectively, "Permitted Encumbrances"). The Equity Securities listed on Schedule A opposite the Supporting Holder's name constitute all of the Company Class A Common Stock and Company Preferred Stock owned by the Supporting Holder as of the date hereof and, other than such Subject Shares, as of the date of this Agreement, there are no other shares of Company Class A Common Stock or Company Preferred Stock held of record or beneficially owned by the Supporting Holder or in respect of which the Supporting Holder has full voting power.

2.4 Voting Power. The Supporting Holder has full voting power with respect to all of the Supporting Holder's applicable Subject Shares and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all the Supporting Holder's Subject Shares. None of the Supporting Holder's Subject Shares are subject to any stockholders' agreement, proxy, voting trust or other agreement, arrangement or restriction of any kind or nature with respect to the voting of such Subject Shares, except for the Company Governing Documents.

2.5 Reliance. The Supporting Holder understands and acknowledges that Motion is entering into the Merger Agreement in reliance upon the Supporting Holder's execution, delivery and performance of this Agreement.

2.6 Brokers. Other than as expressly contemplated by the Merger Agreement or the disclosure schedules thereto, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Supporting Holder.

2.7 Adequate Information. The Supporting Holder acknowledges that the Supporting Holder is a sophisticated investor with respect to the Supporting Holder's Subject Shares and has adequate information concerning the business and financial condition of the Company and Motion to make an informed decision regarding the transactions contemplated by this Agreement and has, independently and without reliance upon Motion, the Company or any affiliate thereof, and based on such information as the Supporting Holder has deemed appropriate, made the Supporting Holder's own analysis and decision to enter into this Agreement. The Supporting Holder acknowledges that the Supporting Holder has received and reviewed this Agreement and the Merger Agreement and has had the opportunity to seek independent legal advice prior to executing this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF MOTION

Motion represents and warrants to the Supporting Holders that:

3.1 Organization and Qualification. Motion is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated or constituted.

3.2 Authority for This Agreement. Motion has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to comply with any provisions herein. The execution and delivery of this Agreement by Motion has been duly and validly authorized by all necessary entity action on the part of Motion, and no other entity proceedings on the part of Motion are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Motion and, assuming the due authorization, execution and delivery by the Supporting Holders, constitutes a legal, valid and binding obligation of each of Motion and Merger Sub, enforceable against Motion in accordance with its terms, subject to the Enforceability Limitations.

ARTICLE IV
ADDITIONAL COVENANTS OF THE SUPPORTING HOLDERS

4.1 No Transfer; No Inconsistent Arrangements.

(a) Subject to Section 4.1(b), until the earlier of the Closing or the termination of the Merger Agreement in accordance with its terms, the Supporting Holder agrees that it shall not, directly or indirectly, (i)sell, assign, transfer (including by operation of Law), sell, gift, pledge dispose of or otherwise encumber any of the Subject Shares or otherwise agree to do any of the foregoing, (ii)deposit any Subject Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, or (iii)enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, assignment, transfer (including by operation of Law) or other disposition of any Subject Shares. Any action taken in violation of the foregoing sentence shall be null and void *ab initio.*

(b) Section 4.1(a) shall not prohibit a transfer of Subject Shares by a Supporting Holder made: (A) in the case of a Supporting Holder that is an individual, by gift to a member of one of the Supporting Holder's immediate family, an estate planning vehicle or to a trust, the beneficiary of which is a member of the Supporting Holder's immediate family, an affiliate of such person or to a charitable organization; (B) in the case of a Supporting Holder that is an individual, by virtue of laws of descent and distribution upon death of the Supporting Holder; (C) in the case of a Supporting Holder being an individual, pursuant to a qualified domestic relations order; (D) in the case of a Supporting Holder who is not a natural person, by pro rata distributions from the Supporting Holder to its members, partners, or shareholders pursuant to the Supporting Holder's organizational documents; (E) by virtue of applicable law or the Supporting Holder's organizational documents upon liquidation or dissolution of the Supporting Holder; (F) in the case of a Supporting Holder who is not a natural person, to any employees, officers, directors or members of the Supporting Holder, or to any affiliates of the Supporting Holder; provided, however, that a transfer referred to in Section 4.1(b)(A), (D), or (F) shall be permitted only if, (x) as a precondition to such transfer, the transferee agrees in a written document, reasonably satisfactory in form and substance to Motion, to be bound by all of the terms of this Agreement, and (y) such transfer is effected no later than three Business Days prior to the date on which the Form S-4 is declared effective.

4.2 Standstill. From the date of this Agreement until the earlier of the Closing or the termination of the Merger Agreement in accordance with its terms, the Supporting Holders shall not engage in any transactions involving the securities of Motion prior to the without Motion's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed); provided that this Section 4.2 shall not apply to transactions involving any securities of Motion held by the Supporting Holders as of or prior to the date of this Agreement.

4.3 No Legal Action. The Supporting Holders shall not, and shall cause its Affiliates not to and shall direct its Representatives not to, bring, commence, institute, maintain, voluntarily aid or prosecute any claim, appeal or proceeding which (a) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement, or (b) alleges that the execution and delivery of this Agreement by a Supporting Holder breaches any duty that such Supporting Holder has (or may be alleged to have) to the Company or to the other holders of Subject Shares; provided, that the foregoing shall not limit or restrict in any manner the rights of a Supporting Holder to enforce the terms of this Agreement.

4.4 Documentation and Information. The Supporting Holders shall permit and hereby consents to and authorizes Motion and the Company to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Motion and/or the Company reasonably determines to be necessary in connection with the Merger and any of the transactions contemplated by the Merger Agreement, a copy of this Agreement, the Supporting Holders' identity and ownership of the Subject Shares and the nature of the Supporting Holders' commitments and obligations under this Agreement; provided that the Supporting Holders' identity will not be included in a press release or other public disclosure (other than a filing with the SEC) without each Supporting Holder's prior consent.

4.5 Adjustments; Acquisition of Additional Securities. In the event of any stock split, stock dividend or distribution, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting a Supporting Holder's Subject Shares, the terms of this Agreement shall apply to the resulting securities. In the event that the Supporting Holder acquires beneficial ownership of any additional Company Class A Common Stock or Company Preferred Stock ("New Securities"), or the right to vote or share in the voting of any such New Securities, then such New Securities acquired by such Supporting Holder shall be subject to the terms of this Agreement to the same extent as if they were owned or controlled by the Supporting Holder as of the date hereof.

4.6 Anti-Takeover Approvals. The board of directors of Motion has approved, or will approve as promptly as practicable following the date hereof but in no event later than the time immediately prior to the consummation of the Merger, the Merger, the Merger Agreement and this Agreement and the acquisition of Parent Shares by the Company's stockholders pursuant to any of the foregoing pursuant to Section 203 of the General Corporation Law of Delaware and any other "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover law, and such approval by the board of directors of Motion is or will be, once approved, sufficient to render inapplicable to the Merger, the Merger Agreement and this Agreement and such acquisition the provisions of Section 203 of the General Corporation Law of Delaware or any other such anti-takeover law.

ARTICLE V
MISCELLANEOUS

5.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given and received if delivered personally (notice deemed given upon receipt), by electronic mail (notice deemed given upon confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express (notice deemed given upon receipt of proof of delivery); provided that the notice or other communication is sent to the address or email address set forth (i) if to Motion, to the address or email address set forth in Section 8.1 of the Merger Agreement and (ii) if to a Supporting Holder, to the Supporting Holder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 Termination. This Agreement, the covenants and agreements contained herein and any proxy granted hereunder shall terminate automatically with respect to a Supporting Holder, without any notice or other action by any person, upon the first to occur of (a) the Effective Time and (b) the valid termination of the Merger Agreement in accordance with its terms. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that the provisions of this Article V shall survive any termination of this Agreement.

5.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.4 Expenses. All fees and expenses incurred in connection herewith shall be paid by the party incurring such fees and expenses, whether or not the Merger is consummated, except as expressly provided otherwise herein or in the Merger Agreement.

5.5 Entire Agreement; Assignment. This Agreement, together with the Merger Agreement, Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. This Agreement shall not be assigned by any party (including by operation of law, by merger or otherwise) without the prior written consent of (a) Motion, in the case of an assignment by a Supporting Holder (other than in the case of permitted transfer under Section 4.1(b)) and (b) the Supporting Holders, in the case of an assignment Motion. Any assignment in violation of this Section 5.5 shall be null and void *ab initio*.

5.6 Enforcement of the Agreement. The parties agree that irreparable damage may occur in the event that any Supporting Holder did not perform any of the provisions of this Agreement in accordance with their specific terms or otherwise breached any such provisions, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that Motion may be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity without the requirement to post any bond or other security. Any and all remedies herein expressly conferred upon Motion will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by Law or equity upon Motion, and the exercise by Motion of any one remedy will not preclude the exercise of any other remedy.

5.7 Jurisdiction; Waiver of Jury Trial; Governing Law. This Agreement and all related Proceedings shall be governed by and construed in accordance with the internal 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. THE PARTIES HERETO EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY 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 HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES HERETO EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES HERETO 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. The parties hereto expressly incorporate by reference Section 8.8 (Jurisdiction) of the Merger Agreement to apply to this Agreement mutatis mutandis, with references to the Merger Agreement therein deemed to reference this Agreement and references to the “Parties” thereunder deemed to reference the parties hereto.

5.8 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.9 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer any rights or remedies of any nature whatsoever under or by reason of this Agreement upon any person other than each party hereto.

5.10 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 hereto. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5.11 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. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement or the other Ancillary Documents shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, "pdf", "tif" or "jpg") and other electronic signatures (including, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Delaware Uniform Electronic Transactions Act and any other applicable law. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

5.12 Interpretation. The words "hereof," "herein," "hereby," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph and schedule references are to the articles, sections, paragraphs and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural persons shall include all persons and vice versa. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other things extends, and such word or phrase shall not merely mean "if." The term "or" is not exclusive. The phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. Any reference in this Agreement to a date or time shall be deemed to be such date or time in New York, New York, unless otherwise specified. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any person by virtue of the authorship of any provision of this Agreement.

5.13 Further Assurances. Each Supporting Holder agrees that if any further agreements, deeds, assignments, assurances or other instruments are reasonably necessary to effectuate the covenants in this Agreement, the Supporting Holder will, upon reasonable written request of the Supporting Holders by Motion and at Motion's cost and expense, execute and deliver all such proper agreements, deeds, assignments, assurances and other instruments and take other reasonable action as permissible to do all other things reasonably necessary to effectuate the covenants in this Agreement and otherwise to carry out the purposes of this Agreement.

5.14 Supporting Holder Obligation Several and Not Joint. The obligations of the Supporting Holders hereunder shall be several and not joint and several, and no Supporting Holder shall be liable for any breach of the terms of this Agreement by any other Supporting Holder.

5.16 No Agreement as Director or Officer. Each Supporting Holder is entering into this Agreement solely in the Supporting Holder's capacity as record and/or beneficial owner of Subject Shares and nothing herein is intended to or shall limit, restrict or otherwise affect any votes or other actions taken by the Supporting Holder, or any employee, officer, director (or person performing similar functions), partner or other Affiliate of the Supporting Holder (including, for this purpose, any appointee or representative of the Supporting Holder to the board of directors of the Company) of the Supporting Holder, solely in his or her capacity as a director or officer of the Company (or a subsidiary of the Company) or other fiduciary capacity for the stockholders of the Company.

[Signature Pages Follow.]

The parties are executing this Agreement on the date set forth in the introductory clause.

MOTION ACQUISITION CORP.

By: _____
Name:
Title:

SUPPORTING HOLDER:

Name:

By: _____
Name:
Title:
Address:
Email:

Schedule A

Name of Supporting Holder	Number of Shares of Company Class A Common Stock	Number of Shares of Company Preferred Stock
Total:		

Total Number of Issued and Outstanding Shares of Class A Common Stock:

Total Number of Issued and Outstanding Shares of Preferred Stock:

Exhibit A

Form of Written Consent

ACTION BY WRITTEN CONSENT
IN LIEU OF A MEETING
OF
STOCKHOLDERS
OF
AMBULNZ, INC.

[___], 2021

The undersigned, being holders of Class A Common Stock and Series A Preferred Stock of Ambulnz, Inc., a Delaware corporation (the "Company"), acting in accordance with Section 228 of the General Corporation Law of Delaware (the "DGCL"), consent to the taking of the actions and adopt the resolutions set out below. This written consent (the "Written Consent") of holders of Class A Common Stock and Series A Preferred Stock (the "Stockholders") is in lieu of a special meeting of the Stockholders, and all of the actions taken and resolutions set out in it shall have the same force and effect as if they were taken or adopted at such a meeting.

APPROVAL OF THE MERGER AGREEMENT AND TRANSACTIONS CONTEMPLATED THEREBY

WHEREAS, the Stockholders have considered the transactions contemplated by the proposed Agreement and Plan of Merger between the Company, Motion Acquisition Corp., a Delaware corporation ("Parent") and Motion Merger Sub Corp., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), in the form approved or to be approved by the Company's management pursuant to this Written Consent (the "Merger Agreement");

WHEREAS, the Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger"), with the Company being the surviving entity of the Merger, and in consideration thereof, the Company shall receive a number of shares of Class A common shares, par value $0.0001 per share, of Parent with a value of approximately $836 million (the "Merger Consideration"), all in accordance with and pursuant to the terms and conditions set forth in the Merger Agreement;

WHEREAS, the Board of Directors of the Company has approved the Merger Agreement and has recommended that the Stockholders vote in favor of the approval and adoption of the Merger Agreement and the transactions contemplated thereby;

WHEREAS, the Stockholders comprise a majority of the Class A Common Stock and Series A Preferred Stock of the Company, voting together as a single class (with Series A Preferred Stock of the Company voting on an as-converted to Class A Common Stock basis pursuant to Section 4.4(a) of the Second Amended and Restated Certificate of Incorporation of the Company, dated May 23, 2019); and

WHEREAS, the Stockholders desire to adopt the Merger Agreement and approve the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED, that the Merger Agreement and the transactions contemplated thereby, including the Merger, are hereby consented to, adopted and approved in accordance with Section 251 of the DGCL;

RESOLVED FURTHER, that the Company be, and hereby is, authorized, directed and empowered to (i) enter into and perform its obligations under the Merger Agreement and (ii) enter into and/or perform its obligations under each other agreement, instrument, document or certificate required or permitted to be entered into by the Company under the terms of the Merger Agreement;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, on behalf and in the name of the Company and its subsidiaries, to do or cause to be done any and all such further acts and things and to execute and deliver any and all such additional agreements, certificates, documents and instruments as any such officer may deem necessary or appropriate in connection with the transactions contemplated by the Merger Agreement;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, on behalf and in the name of the Company and its subsidiaries, to cause to be prepared, executed and filed with the appropriate foreign, federal, state or local governmental authorities or instrumentalities, such registrations, declarations or other filings as any such officer may deem necessary or desirable or as may be required by such governmental authorities or instrumentalities in connection with the transactions contemplated by the Merger Agreement; and

RESOLVED FURTHER, that the Board of Directors be, and hereby is, authorized and empowered to amend the Merger Agreement and take any other action with respect to the Merger Agreement permitted under the DGCL, as the Board of Directors may, in the exercise of its discretion, deem advisable, appropriate and in the best interests of the Company and its stockholders;

GENERAL AUTHORITY

RESOLVED FURTHER, that the proper officers of the Company be, and each of them hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver, or to cause to be executed and delivered, all such other agreements, instruments, certificates and documents, to do or cause to be done all such further acts and things, and to pay or cause to be paid all necessary fees and expenses (including, without limitation, legal, financial advisory and auditors' fees and expenses), as they or any of them may deem necessary or advisable in connection with the transactions contemplated by the foregoing resolutions or to effectuate the purpose and intent of the foregoing resolutions, such approval to be conclusively evidenced by the taking of any such action or the execution and delivery of any such instrument by such officer;

RESOLVED FURTHER, that any and all action heretofore taken by any officer or director of the Company in connection with the documents and transactions referred to or contemplated by the foregoing resolutions are hereby ratified, approved and confirmed; and

RESOLVED FURTHER, that this Written Consent may be signed in counterparts, including counterparts delivered by facsimile, email or other electronic means, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent, effective as of the date first written above.

[SUPPORTING HOLDER]

By: _____
Name:
Title:

[*Signature Page to the Written Consent of the Stockholders of Ambulnz, Inc.*]

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is made and entered into as of March 8, 2021 by and among (i) Motion Acquisition Corp., a Delaware corporation (together with its successors, "Motion"), (ii) Ambulnz, Inc., a Delaware corporation ("Ambulnz"), and (iii) the undersigned ("Holder"). Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the Merger Agreement (as defined below).

WHEREAS, Motion, Motion Merger Sub Corp., a Delaware corporation and a direct wholly-owned subsidiary of Motion ("Merger Sub"), and Ambulnz contemporaneously entered into that certain Agreement and Plan of Merger, as of the date first set forth above (as amended from time to time in accordance with the terms thereof, the "Merger Agreement"), pursuant to which, among other matters, upon the consummation of the transactions contemplated thereby (the "Closing"), Merger Sub will merge with and into Ambulnz, with Ambulnz continuing as the surviving entity and a wholly-owned subsidiary of Motion (the "Merger"), and as a result of which all of the issued and outstanding capital stock of Ambulnz immediately prior to the Closing shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, in exchange for the right to receive newly issued Class A common stock, par value $0.0001, of Motion ("Motion Common Stock"), all upon the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the applicable provisions of the DGCL;

WHEREAS, as of the date hereof, Holder is a holder of equity securities of Ambulnz in such amounts and classes or series as set forth underneath Holder's name on the signature page hereto; and

WHEREAS, pursuant to the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties desire to enter into this Agreement, pursuant to which the Motion Common Stock to be received by Holder as Per Share Merger Consideration and Contingent Shares (all such Per Share Merger Consideration and Contingent Shares, together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the "Restricted Securities") shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Lock-up Provisions.

(a) Holder hereby agrees not to Transfer any Restricted Securities from and after the Closing and until the earlier of (x) the six (6) month anniversary of the date of the Closing and (y) the date after the Closing on which Motion completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of Motion's stockholders having the right to exchange their equity holdings in Motion for cash, securities or other property (clause (y), a "Liquidity Event", and such period, the "Lock-up Period") provided that the foregoing restrictions shall not apply to the Transfer of any or all of the Restricted Securities owned by Holder made in respect of a Permitted Transfer (as defined below); provided, further, that in any of case of a Permitted Transfer, it shall be a condition to such Transfer that the transferee executes and delivers to Motion and Ambulnz an agreement, in substantially the same form of this Agreement, stating that the transferee is receiving and holding the Restricted Securities subject to the provisions of this Agreement applicable to Holder, and there shall be no further Transfer of such Restricted Securities except in accordance with this Agreement. As used herein, "Transfer" shall mean (i) the sale of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of any Restricted Securities, or to enter into any swap, hedging, short sale or purchase, sale, or grant of any right (including any put or call option) with respect to the Restricted Securities or any security that includes, relates to, or derives any part of its value from the Restricted Securities or (ii) public announcement of any intention to effect any transaction specified in clause (i). As used in this Agreement, the term "Permitted Transfer" shall mean a Transfer made: (A) in the case of Holder being an individual, by gift to a member of one of the individual's immediate family, an estate planning vehicle or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (B) in the case of Holder being an individual, by virtue of laws of descent and distribution upon death of Holder; (C) in the case of Holder being an individual, pursuant to a qualified domestic relations order; (D) by distributions from Holder to its members, partners, or shareholders; (E) by virtue of applicable law or the Holder's organizational documents upon liquidation or dissolution of Holder;; (F) any hypothecation or pledge securing a loan, or (G) to any Affiliates of the Holder or to any employees, officers, directors or members of the Holder or any Affiliates of the Holder.

(b) If any Transfer is made or attempted contrary to the provisions of this Agreement, such purported Transfer shall be null and void ab initio, and Motion shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose.

(c) During the Lock-up Period, stop transfer orders shall be placed against the Restricted Securities and each certificate or book entry position statement evidencing any Restricted Securities shall be stamped or otherwise imprinted with a legend in substantially the following form, in addition to any other applicable legends:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF MARCH [●], 2021, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE "ISSUER"), THE ISSUER'S SECURITY HOLDER NAMED THEREIN AND CERTAIN OTHER PARTIES NAMED THEREIN, AS AMENDED. A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(d) For the avoidance of any doubt, (i) Holder shall retain all of its rights as a stockholder of Motion during the Lock-up Period, including the right to vote, and to receive any dividends and distributions in respect of, any Restricted Securities, and (ii) the restrictions contained in Section 1(a) shall not apply to any Motion Common Stock or other securities of Motion acquired by Holder in open market transactions or in any public or private capital raising transactions of Motion or otherwise to any Motion Common Stock (or other securities of Motion) other than the Restricted Securities.

2. Miscellaneous.

(a) Termination of Merger Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Merger Agreement is terminated in accordance with its terms prior to the Closing, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect.

(b) Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement and all obligations of Holder are personal to Holder and may not be transferred or delegated by Holder at any time without the prior written consent of Motion and Ambulnz. Each of Motion and Ambulnz may freely assign any or all of its rights under this Agreement, in whole or in part, to any successor entity (whether by merger, consolidation, equity sale, asset sale or otherwise) without obtaining the consent or approval of Holder.

(c) Third Parties. Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a party hereto or thereto or a successor or permitted assign of such a party.

(d) Governing Law; Jurisdiction; Waiver of Jury Trial; Remedies. This Agreement and all related Proceedings shall be governed by and construed in accordance with the internal 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. THE PARTIES HERETO EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY 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 HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES HERETO EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES HERETO 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. The parties hereto expressly incorporate by reference Section 8.8(a) (Jurisdiction) of the Merger Agreement and, subject to Section 2(i) hereof, Section 8.9 (Specific Enforcement) of the Merger Agreement to apply to this Agreement mutatis mutandis, with references to the Merger Agreement therein deemed to reference this Agreement and references to the "Parties" thereunder deemed to reference the parties hereto.

(e) 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 hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(f) 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 hereto, 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 such 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, 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 "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"; (i) all references to Articles or Sections are to Articles or Sections of this Agreement; and (j) all references to any Law will be to such Law as amended, supplemented or otherwise modified from time to time. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(g) 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) when delivered in person, when delivered by e-mail (having obtained electronic delivery confirmation thereof), or when sent by registered or certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the other parties hereto as follows:

If to Motion prior to the Closing, to:	*With a copy (which will not constitute notice) to:*
Motion Acquisition Corp. c/o Gaubard Miller LLP 405 Lexington Avenue - 11th Floor New York, New York 10174-1101 Attention: Michael Burdiek E-mail: mburdiek@motionacquisition.com	Graubard Miller 405 Lexington Avenue - 11th Floor New York, New York 10174-1101 Attention: David Alan Miller Jeffrey M. Gallant Email: dmiller@graubard.com jgallant@graubard.com
If to Ambulnz prior to the Closing, to:	*With a copy (which shall not constitute notice) to:*
Ambulnz 35 West 35th Street, 6th Floor New York, New York 10001 Attention: Ely D. Tendler, Esq. Email: ely@ambulnz.com	Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, New York 10166-0193 Attention: George Stamas William Sorabella Evan D'Amico Email: gstamas@gibsondunn.com wsorabella@gibsondunn.com edamico@gibsondunn.com
If to Motion or Ambulnz after the Closing, to:	*With a copy (which shall not constitute notice) to:*
Ambulnz 35 West 35th Street, 6th Floor New York, New York 10001 Attention: Ely D. Tendler, Esq. Email: ely@ambulnz.com	Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, New York 10166-0193 Attention: George Stamas William Sorabella Evan D'Amico Email: gstamas@gibsondunn.com wsorabella@gibsondunn.com edamico@gibsondunn.com
If to Holder, to: the address set forth below Holder's name on the signature page to this Agreement.	

(h) Amendments and Waivers. This Agreement may be amended or modified only with the written consent of Motion, Ambulnz and Holder. The observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the party against whom enforcement of such waiver is sought. No failure or delay by a party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. Motion and Ambulnz hereby represent, warrant, covenant and agree that (i) if any Lock-Up Agreement signed by a stockholder of Ambulnz in connection with the transactions contemplated hereby is amended, modified or waived in a manner favorable to such stockholder and that would be favorable to Holder, this Agreement shall be contemporaneously amended in the same manner and Motion shall provide prompt notice thereof to Holder, and (ii) if any such stockholder is released from any or all of the lock-up restrictions under its Lock-Up Agreement, Holder will be similarly and contemporaneously released from the lock-up restrictions hereunder (which, for the avoidance, of doubt will include a release of the same percentage of Holder's Restricted Securities) and Motion shall provide prompt notice thereof to Holder.

(i) Authorization on Behalf of Motion. In the event that Holder or Holder's Affiliate serves as a director, officer, employee or other authorized agent of Motion or any of its current or future Affiliates, Holder and/or Holder's Affiliate shall have no authority, express or implied, to act or make any determination on behalf of Motion or any of its current or future Affiliates in connection with this Agreement or any dispute or Proceeding with respect hereto.

(j) Specific Performance. Holder acknowledges that its obligations under this Agreement are unique, recognizes and affirms that in the event of a breach of this Agreement by Holder, money damages will be inadequate and Motion and Ambulnz will have no adequate remedy at law, and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by Holder in accordance with their specific terms or were otherwise breached. Accordingly, each of Motion and Ambulnz shall be entitled to an injunction or restraining order to prevent breaches of this Agreement by Holder and to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

(k) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled; provided that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the parties under the Merger Agreement or any Ancillary Agreements. Notwithstanding the foregoing, nothing in this Agreement shall limit any of the rights or remedies of Motion and Ambulnz or any of the obligations of Holder under any other agreement between Holder and Motion or Ambulnz or any certificate or instrument executed by Holder in favor of Motion or Ambulnz, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of Motion or Ambulnz or any of the obligations of Holder under this Agreement.

(l) Further Assurances. From time to time, at another party's written request and without further consideration (but at the requesting party's reasonable cost and expense), each party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

(m) 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. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, "pdf", "tif" or "jpg") and other electronic signatures (including, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Delaware Uniform Electronic Transactions Act and any other applicable law. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Lock-up Agreement to be duly executed on its behalf as of the day and year first above written.

Motion Acquisition Corp.

By: _____
Name:
Title:

Ambulnz, Inc.

By: _____
Name:
Title:

Signature page to Lock-up Agreement

IN WITNESS WHEREOF, each of the parties has caused this Lock-up Agreement to be duly executed on its behalf as of the day and year first above written.

Holder:

Name of Holder: _____

By: _____
Name:
Title:

Number and Type of Ambulnz Securities:

Ambulnz Common Class A: _____

Ambulnz Common Class B: _____

Ambulnz Preferred Stock: _____

Ambulnz Warrants: _____

Ambulnz Options (Vested and Unvested): _____

Address for Notice:

Address: _____

_____

_____

Facsimile No.:_____

Telephone No.: _____

Email: _____;

Exhibit 10.4

SPONSOR AGREEMENT

This SPONSOR AGREEMENT (the "Sponsor Agreement"), dated as of March 8, 2021, is entered into by and between Motion Acquisition LLC, a Delaware limited liability company ("Sponsor"), Motion Acquisition Corp., a Delaware corporation ("Parent"), and Ambulnz, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Sponsor Agreement, Parent, the Company, and Motion Merger Sub Corp., a Delaware corporation and direct wholly owned subsidiary of Parent ("Merger Sub"), will enter into that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company with the Company surviving as a wholly owned subsidiary of Parent (the "Merger");

WHEREAS, Sponsor is the sole holder of Class B Common Stock, par value $0.0001, of the Parent (the "Parent Class B Common Stock"); and

WHEREAS, the Sponsor has agreed to waive certain of its anti-dilution and conversion rights in connection with the Merger;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

2. Waiver. Immediately prior to, and conditioned upon, the Effective Time, Sponsor shall, automatically and without any further action by Sponsor or Parent, (a) irrevocably waive its respective rights under the anti-dilution and conversion provisions of (B)(2)(ii) of Article FOURTH of the Amended and Restated Certificate of Incorporation of the Parent, dated October 14, 2020 (the "Parent Charter"), with respect to each of its shares of Parent Class B Common Stock held as of the date hereof and (b) agree that each of its shares of Parent Class B Common Stock held as of the date hereof shall convert to Parent Class A Common Stock on a one-to-one basis in accordance with the provisions of (B)(2)(i) of Article FOURTH of the Parent Charter. For the avoidance of doubt, the preceding sentence shall include a waiver of any anti-dilution and conversion rights of Sponsor in connection with the transactions contemplated by the Merger Agreement and any issuance of Parent Class A Common Stock in connection with those certain PIPE Financing subscription agreements entered into with certain investors and Parent simultaneously with the execution of the Merger Agreement.

3. Sponsor Representations and Warranties. The Sponsor hereby represents and warrants as of the date hereof as follows:

   (a) The Sponsor holds all of the issued and outstanding Parent Class B Common Stock.

   (b) The Sponsor has all requisite power and authority to execute and deliver this Sponsor Agreement and to consummate the transactions contemplated hereby and to perform all of its obligations hereunder.

   (c) The execution and delivery of this Sponsor Agreement has been, and the consummation of the transactions contemplated hereby have been, duly authorized by all requisite action by the Sponsor.

   (d) This Sponsor Agreement has been duly and validly executed and delivered by the Sponsor and, assuming this Sponsor Agreement has been duly authorized, executed and delivered by the other parties hereto, this Sponsor Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the Sponsor enforceable against it in accordance with its terms.

4. Successors and Assigns. The Sponsor acknowledges and agrees that the terms of this Sponsor Agreement are binding on and shall inure to the benefit of their respective beneficiaries, heirs, legatees and other statutorily designated representatives. The Sponsor also understands that this Sponsor Agreement, once executed, is irrevocable and binding, and if the Sponsor Transfers any shares of Parent Class B Common Stock held by the Sponsor as of the date of this Agreement prior to giving effect to the waiver and conversion pursuant to Paragraph 2 above, the transferee shall execute a joinder to this Sponsor Agreement in a form reasonably acceptable to the Parent and the Company. As used herein, "Transfer" shall mean the (a) sale or assignment of, offer to sell, hypothecation, pledge, contract or agreement to sell, 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 Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (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 or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b). "Transferred" or "Transferring" shall have a correlative meaning.

5. Termination. This Sponsor Agreement shall terminate, and have no further force and effect, as of the earlier to occur of (a) Closing (after giving effect to Paragraph 2) and (b) the termination of the Merger Agreement in accordance with its terms prior to the Effective Time.

6. Counterparts. This Sponsor Agreement may be executed in counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Sponsor 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 rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Sponsor Agreement shall be brought and enforced in the courts of the State of Delaware or the federal courts located in the State of Delaware, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

8. Waiver of Jury Trial. EACH PARTY HERETO HEREBY 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 ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. 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 A PROCEEDING, 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 PARAGRAPH 9.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Sponsor Agreement as of the date first written above.

MOTION ACQUISITION LLC

By: /s/ James Travers
Name: James Travers
Title: Managing Member

MOTION ACQUISITION CORP.

By: /s/ Michael Burdiek
Name: Michael Burdiek
Title: Chief Executive Officer

AMBULNZ, INC.

By: /s/ Stan Vashovsky
Name: Stan Vashovsky
Title: Chief Executive Officer

Ambulnz (dba DocGo), a Leading Provider of Last-Mile TeleHealth and Integrated Medical Mobility Services, Announces Agreement to Become Publicly Traded via Merger with Motion Acquisition Corp.

- DocGo™ leverages its technology, infrastructure and staff across the U.S. and the U.K. to provide on-site services that bridge the gap between physical and virtual care in a convenient, affordable and resource-optimized way.
- DocGo generated preliminary 2020 revenue of $94 million, a 95% increase from 2019. For 2021, the company is on track to exceed $155 million in revenue and expects full-year EBITDA profitability and positive free cash flow.
- The transaction is expected to enable DocGo to continue to invest in rapid geographic expansion to service a growing pipeline of new business in conjunction with joint venture partners and others, forming a predictable recurring revenue base of approximately 70% of forecasted revenue for 2021.
- The transaction implies an equity value of approximately $1.1 billion, with DocGo expected to have approximately $225 million of cash and cash equivalents on the Company's post-combination balance sheet assuming no redemptions by Motion's pre-combination stockholders. As part of the transaction, Motion has a fully committed PIPE of $125 million led by Light Street Capital with participation by Moore Strategic Ventures, an existing stockholder of DocGo, as well as up to $115 million of cash held in the trust account of Motion.
- All net cash proceeds will be retained by the combined Company, with existing DocGo stockholders rolling 100 percent of their equity into the combined Company.
- The transaction is expected to close in the second quarter of 2021, and the combined Company is expected to be listed on Nasdaq under the symbol "DCGO".
- An investor call will be held today, March 9, 2021 at 8:00 a.m. ET with a replay available.

NEW YORK – March 9, 2021 – Ambulnz, Inc., to be renamed DocGo, Inc. ("DocGo" or the "Company"), a leading provider of last-mile telehealth and integrated medical mobility services, and Motion Acquisition Corp. (Nasdaq: MOTN) ("Motion"), a publicly traded special purpose acquisition company, announced today that they have entered into a definitive agreement for a business combination. Upon closing of the transaction, DocGo is expected to be listed on Nasdaq under the new ticker symbol "DCGO".

Company Overview

- Founded in 2015, DocGo offers integrated, digital-first medical mobility services with superior on-demand service response and enhanced transparency including real-time vehicle location and accurate estimated arrival times.
- Working together with licensed practitioners, the Company's last-mile TeleHealth Plus solutions leverage DocGo's technology, infrastructure, and staff of more than 1,700 paramedics and EMTs (emergency medical technicians) to fulfill the promise of telehealth by enabling the delivery of quality healthcare to patients in a convenient, affordable, and resource-optimized way.
- TeleHealth Plus services include testing, vaccinations, bloodwork, IV hydration, wound care, mobile imaging and EKGs, among many others. TeleHealth Plus services are currently provided on a business-to-business basis to large hospital networks, insurance providers, municipalities and large commercial enterprises.
- DocGo has established exclusive joint venture partnerships with industry leaders including Fresenius Medical Care, the nation's leading dialysis service provider, Jefferson Health, a leading hospital network in Pennsylvania, UCHealth, a leading hospital network in Colorado, and RXR Realty, a leading real estate owner, operator and developer in the New York Tri-State area. These strategic long-term relationships provide a predictable and recurring revenue base and serve as anchor customers with dependable start-up revenues in new geographic markets as the Company expands its U.S. footprint.

- DocGo participates in a $95 billion addressable market and currently operates in 23 states in the U.S. and in the U.K.

The Company generated preliminary 2020 revenue of $94 million, nearly double 2019 revenue of $48 million. The Company expects 2021 revenue of more than $155 million and anticipates continued growth for the remainder of the year. Revenue for 2022 is currently forecasted to exceed $265 million.

DocGo's management team, led by co-founder and CEO Stan Vashovsky, will continue to lead the combined Company, and Motion's CEO and Director, Michael Burdiek, will join the Company's board of directors upon completion of the transaction.

Management Comments

Stan Vashovsky, co-founder and CEO of DocGo, said:

"DocGo was built to bring a digital-first approach to last-mile telehealth and integrated medical mobility services that bridge the gap between physical and virtual care. The unique combination of our proprietary technology platform and care logistics expertise, along with our highly trained and motivated base of dedicated field professionals, has led to increased satisfaction and improved outcomes for patients as well as to superior service and lower cost for providers and payers. We are taking traditional healthcare beyond the walls of hospitals and clinics and offering in-home healthcare services at affordable price points to the broader community. We believe our rebranding to DocGo is representative of our mission. We are excited to partner with Motion and our new investors to realize DocGo's full potential as a public company."

Michael Burdiek, CEO and Director of Motion Acquisition Corp., said:

"Motion has been seeking to partner with a vertical market leader at the intersection of mobility and technology. With a highly experienced management team, best-in-class partners, proprietary technology, and an innovative, scalable business model, we believe DocGo represents a tremendous opportunity in a large and attractive market. DocGo has a proven growth strategy and profitable CapEx-light business model, and the Company is now aggressively expanding its geographic footprint to service the contracted demand from its anchor customers. We look forward to working with Stan and the entire DocGo team to help bring enhanced healthcare mobility services to the comfort of patients' homes across a rapidly expanding geographic footprint."

Transaction Overview

The business combination values the combined Company at an approximately $1.1 billion pro forma equity value and will result in approximately $225 million of cash on the company's balance sheet, assuming no redemptions by Motion's public stockholders, including a $125 million fully committed common stock PIPE at $10.00 per share.

The boards of directors of DocGo and Motion have unanimously approved the proposed business combination, which is expected to be completed in the second quarter of 2021, subject to, among other things, the approval by Motion's and DocGo's stockholders of the business combination, the closing of the concurrent PIPE transaction, and the satisfaction or waiver of other customary closing conditions. Stockholders of DocGo holding a sufficient number of shares to approve the business combination have executed support agreements to vote in favor of the business combination.

Additional information about the proposed transaction, including a copy of the merger agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by Motion with the SEC and available at www.sec.gov.

Conference Call Information

DocGo and Motion will host a joint investor conference call to discuss the business and the proposed transaction today, Tuesday, March 9, 2021 at 8:00 a.m. ET.

To listen to the prepared remarks, please visit DocGo's investor website, at www.docgo.com/investors. A replay of the call will be accessible via the webcast link.

Investor Presentation

A link to the Company's investor presentation can be found on DocGo's investor website, at www.docgo.com/investors.

Advisors

Barclays acted as exclusive financial advisor, capital markets advisor, and lead placement agent to Motion. Deutsche Bank Securities acted as exclusive financial advisor and capital markets advisor to DocGo as well as placement agent to Motion. Canaccord Genuity also acted as a co-placement agent to Motion. In addition, Graubard Miller served as legal advisor to Motion and Gibson, Dunn & Crutcher LLP acted as legal advisor to DocGo.

About DocGo

DocGo is a leading provider of last-mile telehealth and integrated medical mobility services in 23 states in the U.S. and in the U.K. The Company started as the first technology-enabled, on-demand ambulance service provider, with systems that deliver intelligent fleet routing, accurate ETAs, and real-time vehicle GPS tracking. Building on the success of these innovations, DocGo launched its TeleHealth Plus service, which empowers its 1,700 EMTs and paramedics to provide non-critical medical services to patients in their homes. For more information, please visit www.docgo.com

About Motion Acquisition Corp.

Motion Acquisition Corp. is a Special Purpose Acquisition Company (SPAC) formed for the purpose of effecting a business combination with one or more target businesses or entities. Motion was founded by a management team and board comprised of seasoned business executives recognized as pioneers in the transportation software and technology sector who possess substantial operating and acquisition experience. Motion is listed on Nasdaq under the ticker symbol "MOTN." For more information, please visit https://motionacquisition.com.

Additional Information and Where to Find It

This press release relates to a proposed transaction between DocGo and Motion. Motion intends to file a registration statement on Form S-4 with the SEC, which will include a document that serves as a prospectus and proxy statement of Motion, referred to as a proxy statement/prospectus, and certain related documents, to be used at the meeting of Motion stockholders to approve the proposed business combination and related matters. **Investors and security holders of Motion are urged to read the registration statement, the proxy statement/prospectus, and any amendments thereto, and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction as they become available because they will contain important information about DocGo, Motion, and the proposed transaction.** The definitive proxy statement will be mailed to Motion stockholders as of a record date to be established for voting on the proposed business combination. Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by Motion, once such documents are filed, through the website maintained by the SEC at www.sec.gov.

The documents filed by Motion with the SEC also may be obtained free of charge at Motion's website at https://motionacquisition.com or upon written request to Motion's counsel, Graubard Miller, 405 Lexington Avenue, New York, NY 10174.

The information contained on, or that may be accessed through, the websites referenced in this press release is not incorporated by reference into, and is not a part of, this press release.

Participants in Solicitation

Motion, DocGo, and certain of their respective directors and executive officers, under SEC rules, may be deemed to be participants in the eventual solicitation of proxies from Motion's stockholders in connection with the proposed transaction. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This press release shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction. This press release also shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward-Looking Statements

- Certain statements included in this press release are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "predict," "potential," "seem," "seek," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other financial and performance metrics and projections of market opportunity.

These statements are based on various assumptions, whether or not identified in this press release, and on the current expectations of DocGo's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of DocGo and Motion. Some important factors that could cause actual results to differ materially from those in any forward-looking statements could include changes in domestic and foreign business, market, financial, political and legal conditions. Further, these forward-looking statements are subject to a number of risks and uncertainties, including: the conditions to the completion of the merger, including the required approval by Motion's stockholders, may not be satisfied on the terms expected or on the anticipated schedule; the parties' ability to meet expectations regarding the timing and completion of the merger; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; the approval by Motion's stockholders of an amendment to Motion's organizational documents to extend the date by which Motion must complete its initial business combination in order to have adequate time to close the proposed transaction; the outcome of any legal proceedings that may be instituted against Motion related to the merger or the merger agreement; and the amount of the costs, fees, expenses and other charges related to the merger; the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination; failure to realize the anticipated benefits of the proposed business combination; risks relating to the uncertainty of the projected financial information with respect to DocGo; DocGo's ability to successfully expand its service offerings; competition; the uncertain effects of the COVID-19 pandemic; and those factors discussed in the registration statement, proxy statement/prospectus, and other documents filed, or to be filed, by Motion with SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither DocGo nor Motion presently know or that DocGo and Motion currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.

In addition, forward-looking statements reflect DocGo's and Motion's expectations, plans or forecasts of future events and views as of the date of this press release. DocGo and Motion anticipate that subsequent events and developments will cause DocGo's and Motion's assessments to change. However, while DocGo and Motion may elect to update these forward-looking statements at some point in the future, DocGo and Motion specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing DocGo's and Motion's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Any financial projections in this press release are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond DocGo's and Motion's control. While all projections are necessarily speculative, DocGo and Motion believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this press release should not be regarded as an indication that DocGo and Motion, or their respective representatives and advisors, considered or consider the projections to be a reliable prediction of future events.

This press release is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Motion and is not intended to form the basis of an investment decision in Motion. All subsequent written and oral forward-looking statements concerning Motion and DocGo, the proposed business combination or other matters and attributable to Motion, DocGo, or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

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DOCGO

WHERE TELEHEALTH STOPS, WE GO

INVESTOR PRESENTATION

MARCH 2021

Disclaimer

This presentation contemplates a business combination pursuant to a merger agreement, by and among Ambulnz Inc. (dba "DocGo"), Motion Acquisition Corp. ("Motion"), and a wholly owned subsidiary of Motion, dated as of March 8, 2021. This presentation discusses the proposed transaction and does not purport to be all-inclusive or to give you any legal, tax or financial advice. This presentation does not constitute or involve, and should not be taken as constituting or involving, the giving of any investment advice, the making of any representation, warranty or covenant whatsoever, or as a recommendation with respect to the voting, purchase or sale of any security or as to any other matter by DocGo, Motion or any other person.

Although the information contained herein is believed to be accurate, DocGo and Motion, as well as each of their respective directors, officers, shareholders, members, partners and representatives, expressly disclaims liability for, and makes no expressed or implied representation or warranty with respect to, any information contained in or omitted from this presentation, or any other information or communication (whether written or oral) transmitted to any prospective investor. Only those representations and warranties made in a definitive agreement with any person shall have any legal effect.

This presentation does not constitute (i) a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination between Motion and DocGo or (ii) an offer to sell, a solicitation of an offer to buy, or a recommendation to buy any security of Motion, any company forming a part of DocGo or any of their respective affiliates. There shall not be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Investors should make their own independent investigation of DocGo and Motion before investing in any securities.

PAST PERFORMANCE IS NO GUARANTEE OF FUTURE PERFORMANCE.

Use of Projections and Financial Information

This presentation contains financial forecasts relating to the anticipated future financial performance of the proposed combination of Motion and DocGo and are subject to risks and uncertainties that could cause actual results to differ materially from those statements and should be read with caution. They are subjective in many respects and thus susceptible to interpretations and periodic revisions based on actual experience and recent developments. While presented with numerical specificity, the projections were not prepared in the ordinary course and are based upon a variety of estimates and hypothetical assumptions made by management of Motion and DocGo with respect to, among other things, general economic, market, interest rate and financial conditions, the availability and cost of capital for future investment, and competition within DocGo's markets. The projections were not prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for prospective financial information or generally accepted accounting principles in the United States of America ("GAAP").

None of the assumptions underlying the projections may be realized, and they are inherently subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of Motion and DocGo. Accordingly, there can be no assurance that the assumptions made in preparing the projections will prove accurate, and actual results may materially differ. Furthermore, while all projections are necessarily speculative, DocGo and Motion believe that prospective financial information covering periods beyond twelve months from tis data of preparation carries increasingly higher levels of uncertainty and should be read in that context.

For these reasons, as well as the bases and assumptions on which the projections were compiled, the inclusion of the information set forth below should not be regarded as an indication that the projections will be an accurate prediction of future events, and they should not be relied on as such. None of DocGo or Motion or any of their respective affiliates, advisors or other representatives has made, or makes, any representation to any stockholder regarding the information contained in the projections and, except as required by applicable securities laws, neither DocGo or Motion intends to update or otherwise revise the projections to reflect circumstances existing after the date when made or to reflect the occurrences of future events even in the event that any or all of the assumptions are shown to be in error.

Non-GAAP Financial Information

This presentation also includes references to financial measures that are calculated and presented on the basis of methodologies other than in accordance with GAAP, such as Earnings Before Interest, Tax, Depreciation and Amortization ("EBITDA") and Adjusted EBITDA. As a result, such information may not conform to SEC Regulation S-X and may be adjusted and presented differently in Motion's filing with the SEC. Any non-GAAP financial measures used in this presentation are in addition to, and should not be considered superior to, or a substitute for, financial statements prepared in accordance with GAAP. Non-GAAP financial measures are subject to significant inherent limitations. The non-GAAP measures presented herein may not be comparable to similar non-GAAP measures presented by other companies. This information may be presented differently in future filings by the company with the SEC.

Disclaimer *(cont'd)*

Market and Industry Data

Market data and industry data used throughout this presentation is based on information derived from third party sources, the knowledge of the management teams of Motion and DocGo regarding their respective industries and businesses and respective management teams' good faith estimates. While management of Motion and DocGo believe that the third party sources from which market and industry data has been derived are reputable, Motion and DocGo have not independently verified such market and industry data, and you are cautioned not to give undue weight to such market and industry data.

Additional Information and Where to Find It

This presentation relates to a proposed transaction between DocGo and Motion. Motion intends to file a registration statement on Form S-4 with the SEC, which will include a document that serves as a prospectus and proxy statement of Motion, referred to as a proxy statement/prospectus, and certain related documents, to be used at the meeting of Motion stockholders to approve the proposed business combination and related matters. Investors and security holders of Motion are urged to read the registration statement, the proxy statement/prospectus, and any amendments thereto, and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction as they become available because they will contain important information about DocGo, Motion, and the proposed transaction. The definitive proxy statement will be mailed to Motion stockholders as of a record date to be established for voting on the proposed business combination. Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC by Motion, once such documents are filed, through the website maintained by the SEC at www.sec.gov.

The documents filed by Motion with the SEC also may be obtained free of charge at Motion's website at https://motionacquisition.com or upon written request to Motion's counsel, Graubard Miller, 405 Lexington Avenue, New York, NY 10174.

Solicitation Participants

Motion and DocGo and their respective officers and directors, under SEC rules, may be deemed to be participants in the eventual solicitation of proxies of Motion's stockholders in connection with the proposed transaction. Prospective investors may obtain more detailed information regarding the names and interests in the proposed transaction of such individuals in Motion's filings with the SEC. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.

Forward Looking Statements

Certain statements included in this presentation are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "predict," "potential," "seem," "seek," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other financial and performance metrics and projections of market opportunity.

These statements are based on various assumptions, whether or not identified in this presentation, and on the current expectations of DocGo's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of DocGo and Motion. Some important factors that could cause actual results to differ materially from those in any forward-looking statements could include changes in domestic and foreign business, market, financial, political and legal conditions. Further, these forward-looking statements are subject to a number of risks and uncertainties, including: the conditions to the completion of the merger, including the required approval by Motion's stockholders, may not be satisfied on the terms expected or on the anticipated schedule; the parties' ability to meet expectations regarding the timing and completion of the merger; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; the approval by Motion's stockholders of an amendment to Motion's organizational documents to extend the date by which Motion must complete its initial business combination in order to have adequate time to close the proposed transaction; the outcome of any legal proceedings that may be instituted against Motion related to the merger or the merger agreement; and the amount of the costs, fees, expenses and other charges related to the merger; the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination; failure to realize the anticipated benefits of the proposed business combination; risks relating to the uncertainty of the projected financial information with respect to DocGo; DocGo's ability to successfully expand its service offerings; competition; the uncertain effects of the COVID-19 pandemic; and those factors discussed in the registration statement, proxy statement/prospectus, and other documents filed, or to be filed, by Motion with SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither DocGo nor Motion presently know or that DocGo and Motion currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.In addition, forward-looking statements reflect DocGo's and Motion's expectations, plans or forecasts of future events and views as of the date of this presentation. DocGo and Motion anticipate that subsequent events and developments will cause DocGo's and Motion's assessments to change. However, while DocGo and Motion may elect to update these forward-looking statements at some point in the future, DocGo and Motion specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing DocGo's and Motion's assessments as of any date subsequent to the date of this presentation. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Disclaimer *(cont'd)*

Forward Looking Statements (cont'd)

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DocGo. All Systems Go.

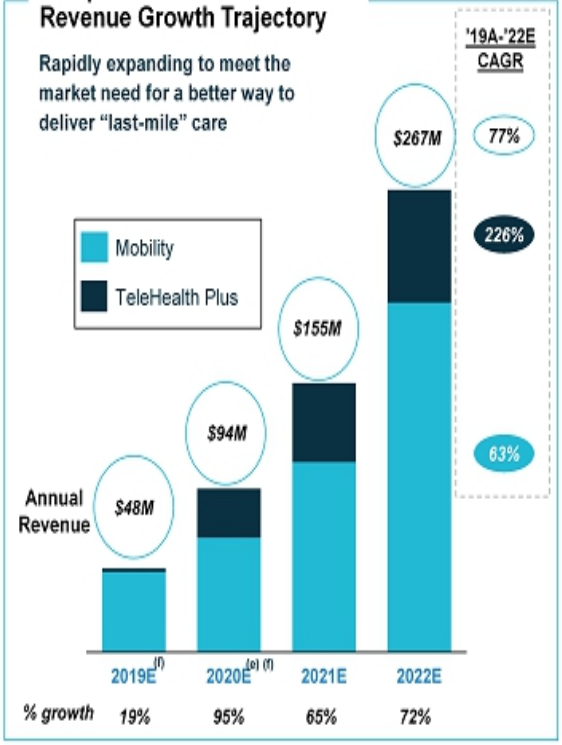
Leveraging a proprietary technology platform and care logistics expertise to provide high quality, efficient "last-mile" healthcare delivery services

Key Highlights

- **77%** Revenue Growth[a]
- **70%+** Recurring Revenue[b]
- **~40%** Gross Profit Margin[c]
- **1,700+** Employed Providers[d]
- **1,000,000+** Cumulative Patient Interactions[d]

Steep Innovation and Revenue Growth Trajectory

Rapidly expanding to meet the market need for a better way to deliver "last-mile" care



(a) Represents 2019A-2022E Revenue CAGR. (b) Assumes transportation revenue is contracted and based on 2021E figures. (c) Based on 2021E Revenue and Gross Profit. (d) As of January 2021. (e) Pre-ASC 606 amount. f) PCAOB audits in process.

Experienced Management Team

Presenting Today

Stan Vashovsky
Co-Founder, Chief Executive Officer

- Founded DocGo (f/k/a DocGo) in 2015 with the vision to revolutionize medical transportation and healthcare delivery
- Previously an executive for services innovations at Philips Healthcare
- 25+ years of healthcare experience including in the field as a paramedic

Andre Oberholzer
Chief Financial Officer

- Joined in 2015 with experience developing companies throughout their business lifecycle including M&A / integration
- Previously in financial roles at Philips and Altegrity and CFO of WageWorks
- 20+ years of finance and operations experience

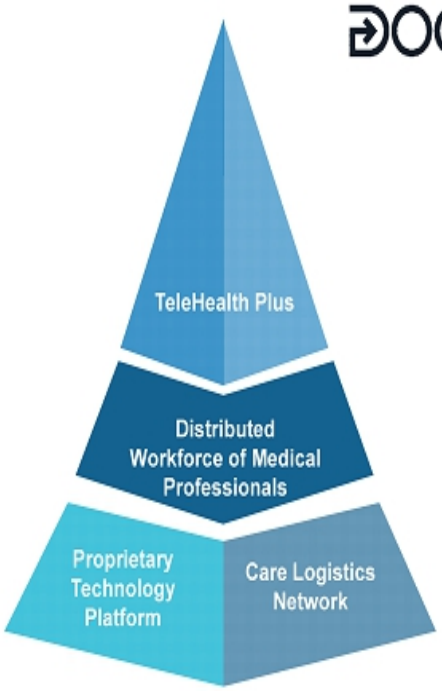
Anthony Capone
President

Ari Moradmand
Chief Technology Officer

Norm Rosenberg
CFO of Ambulnz Holdings, LLC

Our Vision

The global telehealth company that brings on-the-ground care to the patients who benefit most from telehealth

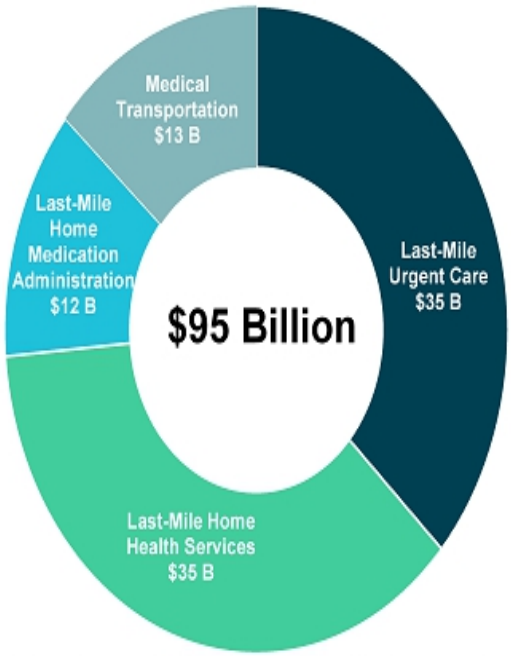


Fulfilling the Promise of Telehealth by Enabling the "Last-Mile" Delivery of Healthcare

Significant Market Opportunity

$95 billion market opportunity leaving long runway for rapid growth

U.S. Total Addressable Market



Source: McKinsey 'Telehealth: A quarter-trillion-dollar post-COVID-19 reality' report published 5/1/20 and management estimates.

- Approx. $250B or approx. 20% of all Medicare, Medicaid & Commercial outpatient, office and home health spend **could be virtual**
- However, approx. **$80B of this spend requires some form of physical follow up** that lacks a solution today
- The medical transportation industry remains very fragmented and is **expected to continue to grow steadily,** driven by an increasingly aging population and rising prevalence of chronic diseases
- Rapid acceleration in shift to virtual care driven by COVID-19

Today's Healthcare Has Acute Pain Points

DOCGO

Systemic challenges exposed and exacerbated by pandemic

Fragmented, dispersed delivery, yet highly specialized patient needs creates care logistics opportunity

Delivery of care logistics is not fully integrated with core hospital / clinic operations, resulting in inefficiencies and lower quality of care

Telemedicine's lack of physical interaction limits its applicability and prevents broad and efficient adoption

Network Effect Drives Efficiencies of Scale

Highly replicable go-to-market strategy

1

Develop JV / Health System Relationship

Identify attractive, high-growth market and develop relationship with anchor /potential JV partner

2

Quantify Demand in the Market

Leverage partnership to identify transport opportunity

3

Build Additional Supply

Roll-out additional vehicles and recruit EMTs/Paramedics to capture demand across network of hospitals and other facilities

4

Deploy TeleHealth Plus Services

Use established employee base to capture incremental latent supply for TeleHealth medical services in the market[a]

(a) May enter certain markets before ambulance operations, based on consumer demand.

Our Brand and Company Culture

Where basic telehealth providers stop, we go. Where mass testing needs to be administered, we go. Where homebound populations benefit from onsite treatment, we go. Where long waits in busy emergency rooms do more harm than good, we go. And when all reason says it can't be done, leave well enough alone and quit while you're ahead, we do what our Company has always done.

DocGo. We go.

is now

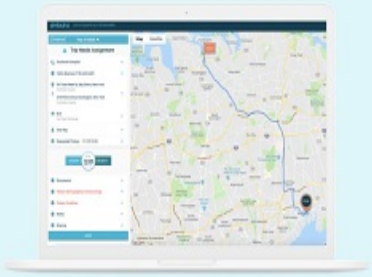
Our Integrated Technology Platform

Multi-modal Software to Better Coordinate Care

2 min — **EASY ORDERING**
- Digital requesting via Web, Mobile, Epic, Allscripts, NaviHealth, Mobile Care Connect and Central Logic

100% — **TOTAL TRANSPARENCY**
- Integrated systems providing tracking for hospital staff, receiving facility and family members

1 Call — **DEDICATED SUPPORT LINE**
- A human being in seconds



Modern Architecture and Design

EHR INTEGRATION
- Integrated with leading EHR providers enhances functionality & billing/collections

Epic Allscripts

MACHINE LEARNING / AI
- State-of-the-art system with proprietary AI-powered algorithms
- Proprietary artificial intelligence-based scheduling (CAD) system with Google traffic data

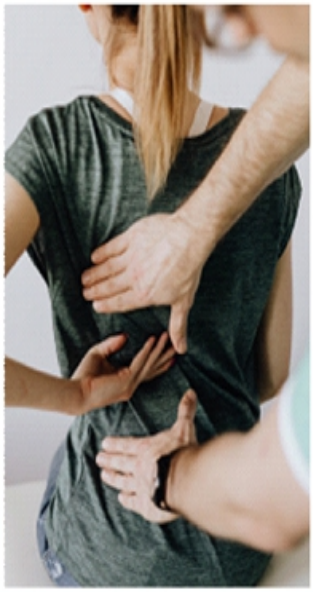
SHARELINK™
- ShareLink™ technology provides hospitals, patients and their caregivers real-time vehicle location, accurate ETAs and peace of mind

HIPAA COMPLIANT
- Designed for managing sensitive healthcare data

Our digital platform is fully integrated with industry standard EHR providers and enables a seamless care logistics experience throughout the patient journey

DocGo. We're There.

Telemedicine is just talk – TeleHealth Plus is hands on



For Patients…

- ✓ At home treatment is convenient, comfortable and results in an improved patient experience
- ✓ Accessibility to health professionals promotes better patient compliance with discharge treatment plans
- ✓ More focused care reduces unnecessary hospital readmissions

For Providers…

- ✓ Experienced staff of paramedics and EMTs can provide care at a lower cost than LPNs/LVNs or physicians
- ✓ Reduces overall healthcare costs by preventing unnecessary flow of patients into healthcare facilities

Leveraging Advanced, Mobile Technologies to Deliver Robust Services

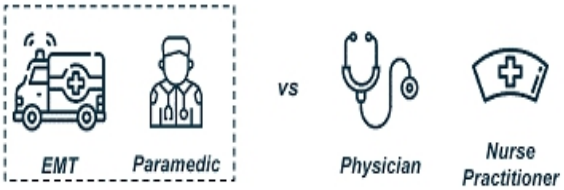
Vaccinations	Bloodwork	IV Hydration	Wound Care	Oral Medicine Administration	Mobile Imaging	EKG

Note: EMT = "Emergency Medical Technician", LPN = "Licensed Practical Nurse", LVN = Licensed Vocational Nurse.

Differentiated Approach Creates Efficiency and Cost Savings

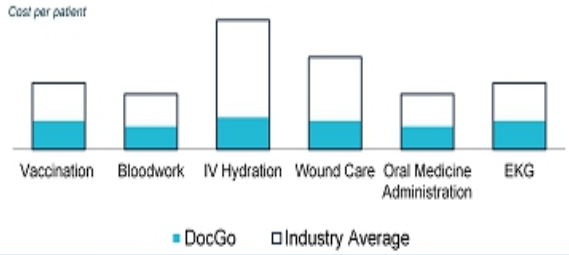
Enabling Dramatic TeleHealth Plus Cost Advantage

Leverages paramedics / EMTs to provide care, lowering employment costs for hospitals and patients vs. traditional methods



*Paramedics and EMTs have **significantly lower** hourly costs*

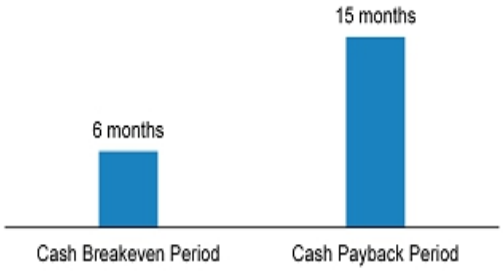
Common procedures, such as vaccination and bloodwork, are executed at a fraction of the industry average



Source: Management estimates. Note: Figures above are presented for illustrative purposes only.

Capital Efficient Mobility Economics

- Compelling unit cost economics
- Joint venture model turns cost center into profit center
  - Full partnership to ensure alignment of incentives
- Improved coordination drives patient satisfaction

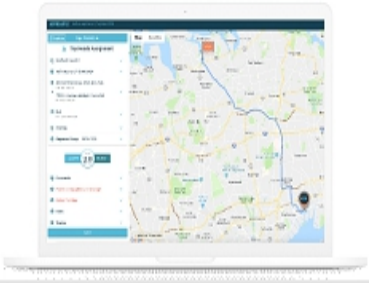


*Illustrative numbers do **NOT** reflect incremental value of telehealth opportunity; incremental upside to capture via improved workforce utilization*

Innovative Mobility Solution Driving Patient Satisfaction and Quality

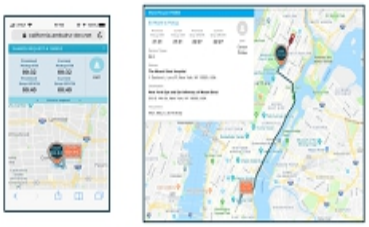
DOCGO

Improved On-Demand Ordering



- State-of-the-art system combines a powerful mobile platform & proprietary AI-powered algorithms
- Intuitive platform changes the way facilities manage patient transports and eliminates obstacles when requesting service so medical providers can focus on what's important – caring for their patients

Enhanced Transparency



- ShareLink™ technology provides hospitals, patients and their caregivers real-time vehicle location, accurate ETAs, and peace of mind

Pediatrics / Neonatal Intensive Care Unit	Basic Life Support	Wheelchair Accessible Vehicle	Car
Critical Care Transport	Advanced Life Support	Ambulette	

Fully integrated solution provider facilitating high-quality, efficient patient transportation across all sites of care

Delivering Value Across the Healthcare Ecosystem

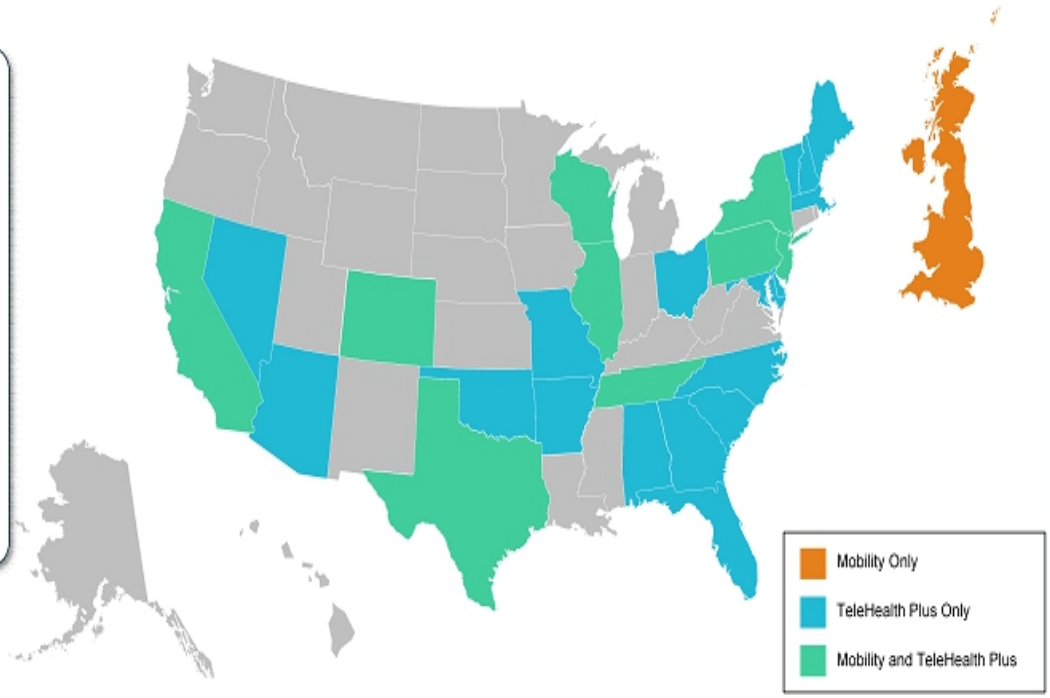
Our Footprint and Reach

Our Footprint

Operating in **23 states** and the **UK**

Licensed to operate in 29 states; licenses pending in 14 additional states

<1% market penetration today



Key Relationships & Partners

Purpose-built network to revolutionize healthcare delivery and logistics

TeleHealth Plus Relationships

World Class Partners and Joint Ventures

JV Partners Help Drive Predictable Growth

DOCGO

FRESENIUS

- Premier global dialysis provider with 2,600+ dialysis centers and 205k+ patients
- Transportation JV partner

Jefferson

- Largest Philadelphia region hospital system with 14 hospitals, 5 urgent care, 22 rehab and 19 outpatient centers
- Transportation and TeleHealth Plus JV partner

uchealth

- #1 health care system in Colorado, also serving Southern Wyoming and Western Nebraska[a]
- Transportation JV partner

RXR

- Leading real estate owner and operator in New York City
- TeleHealth Plus JV partner, providing on-site testing, monitoring, reporting and verification

$500M+ per year combined revenue opportunity[b]

Evergreen contract structure with multi-year cancellation notice period

Highly recurring and predictable revenue

National footprint across JVs

DocGo is in advanced talks with several large hospital systems and national healthcare companies to expand its JV partnerships

a) *According to U.S. News and World Report.*
b) *Based on management estimates.*

Key Takeaways

- Significant market and growth opportunity with limited current market penetration
- Early stages of accelerating recurring revenue growth
- Unique value proposition to healthcare systems and patients
- Defensible competitive advantages in technology / network
- Highly attractive financial profile with significant operating leverage
- Mission-driven company with experienced founder-led management


Financial Overview

Highly Attractive Financial Characteristics

- Significant revenue growth opportunity with limited existing penetration
- Embedded visibility into recurring revenue growth within existing joint venture partnerships
- Scalable business model with robust operating leverage
- Capital efficient approach enables rapid expansion in existing and into new markets

Recurring, Predictable Revenue Model

DOCGO

	Mobility Solutions	TeleHealth Plus Solutions
Description	• Data-driven market-by-market approach to identify highly visible, recurring transportation needs by provider • Base rate and average transport distance largely dependent upon geography • Base rate typically references a Medicare fee schedule and has historically grown annually	• Contractual established relationships with healthcare providers leads to a consistent demand for services • Fees for solutions delivered to healthcare providers; requiring onsite access to patients and supported by recurring needs for tests and services • Predominantly state and municipality pay today; exploring roadmap to expand to commercial and healthcare provider payers
Revenue Model	  Fee per Trip x Trips per Shift Base Rate + (Loaded Miles x Per Mile Rate)	 Healthcare Utilization x   Fee for Service

Strong Growth Trajectory and Margin Profile

($ in millions)

Revenue

% growth					
	28.5%	21.4%	95.3%	64.6%	71.7%

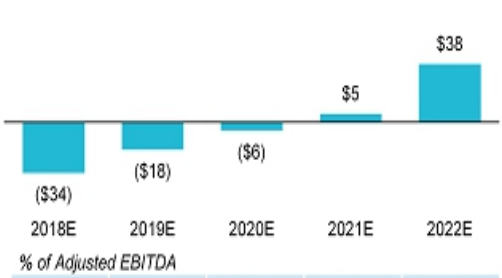
Adjusted EBITDA

% margin					
	NM	NM	NM	3.9%	16.1%

Gross Profit

% margin					
	20.8%	27.3%	33.9%	41.7%	44.0%

Free Cash Flow[a]



% of Adjusted EBITDA					
	NM	NM	NM	87.1%	89.4%

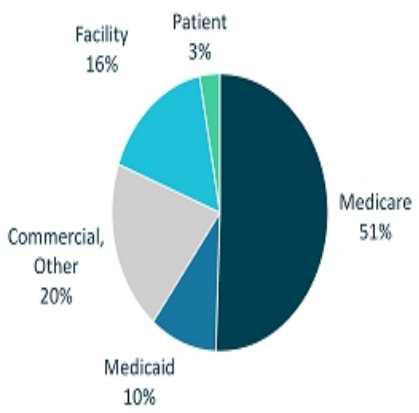
Note: PCAOB audits for 2019 and 2020 are in process.

a) Free Cash Flow is defined as Adjusted EBITDA less Capital Expenditures.

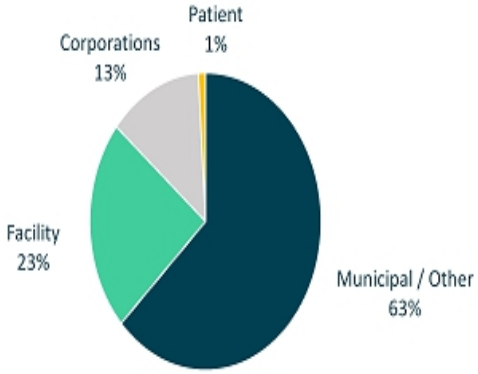
- Substantial growth through the expansion of existing JV contracts and markets
- New market expansion within existing joint venture relationships contributes to revenue acceleration
- Deployment of TeleHealth Plus services across markets represents nascent opportunity for further growth and margin expansion
- Capital efficient model to support continued growth

Attractive Reimbursement Mechanisms & Payer Mix

Mobility Solutions[a]



TeleHealth Plus Solutions



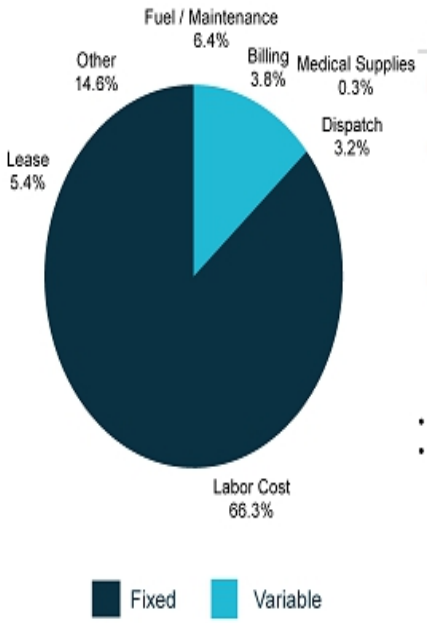
- Significant relationships with municipalities support a stable payer profile
- Established Medicare fee schedules provide visibility & predictability into expected payment across the majority of the business
- Contracted rates with municipals and corporates for majority of existing TeleHealth Plus business

Note: Mix data represents LTM 12/31/20 period.

a) Represents mix for core markets.

Operating Leverage Drives Significant Productivity Improvement

Attractive Fixed Cost Base[a]



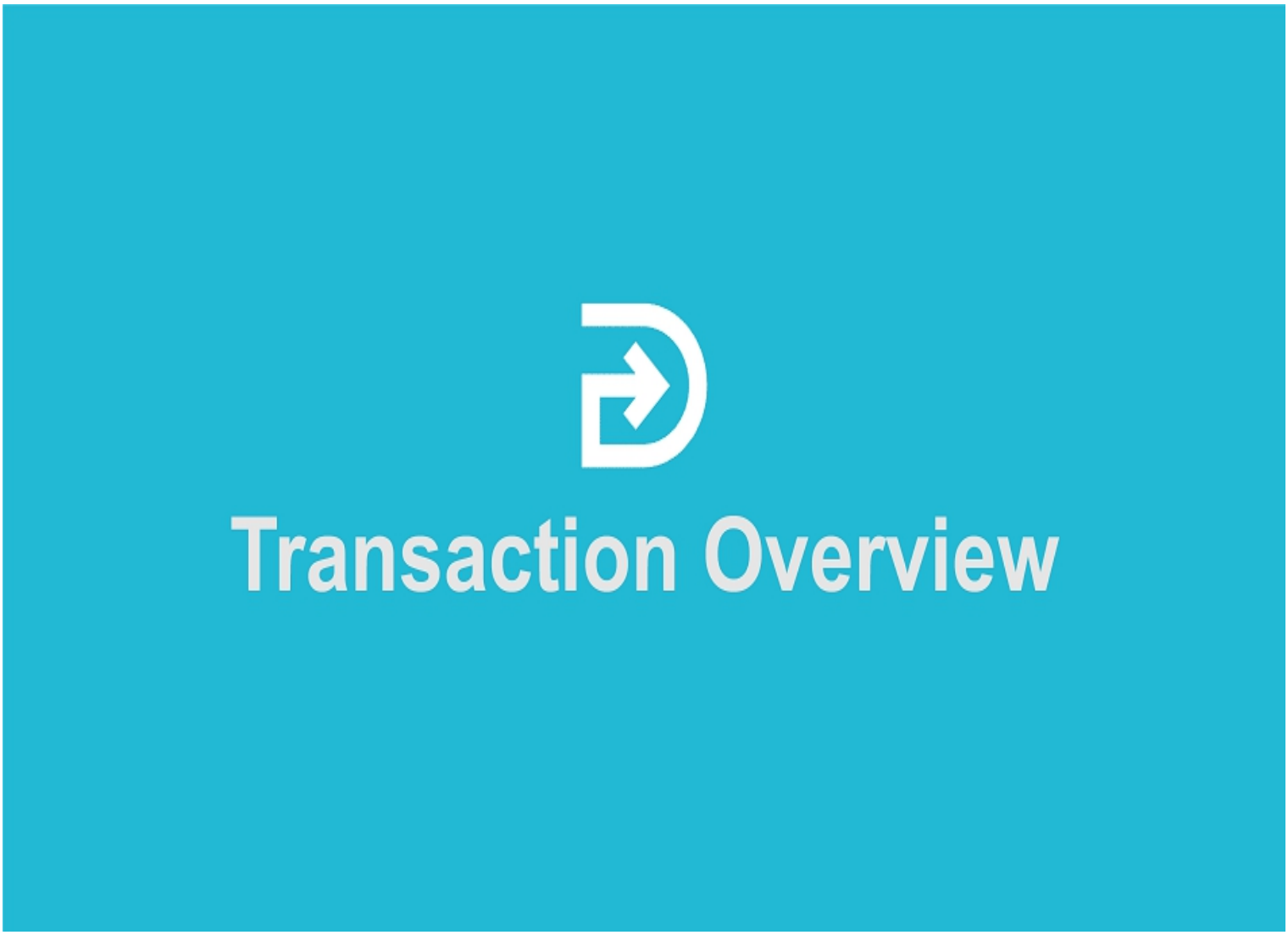
Illustrative Impact of TeleHealth Plus to Unit Economics

($ thousands)	Mobility	TeleHealth Plus	Total
Revenue	$22	$5	$27
Gross Margin	$9	$5	$14
% margin	*41%*		*51%*
Contribution Margin	$5	$4	$9
% margin	*20%*		*33%*

- Illustrative economics for one ambulance shift for one month
- Largely fixed cost base yields a highly attractive incremental margin on additional TeleHealth Plus opportunity

- **More than 85% of unit cost base** has fixed characteristics
- This implies **significant leverage to productivity improvements** via rides per shift and recycling (utilization in excess of 1 shift per day)
- Margins expected to improve significantly as operations mature and are optimized
- Utilizing same resources to enable TeleHealth Plus solutions

(a) Represents LTM 12/31/2020 period.


Transaction Overview

Pro Forma Capitalization & Ownership

Estimated Transaction Sources & Uses

($ in millions)

Sources

SPAC Cash in Trust	$115
PIPE Investor Cash	$125
Total Sources	**$240**

Uses

Cash to Balance Sheet	$205
Transaction Expenses	$35
Total Uses	**$240**

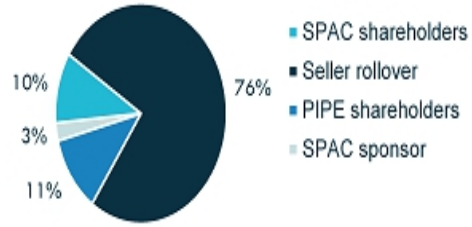
Post-Money Valuation at Close

($ in millions)

Pro forma Transaction

DocGo Illustrative Share Price	$10.00
Pro forma Shares Outstanding[(a)(b)]	110.5
Total Equity Value	**$1,105**
(+) Proforma Net Debt at Close	(205)
Pro forma Enterprise Value	**$900**

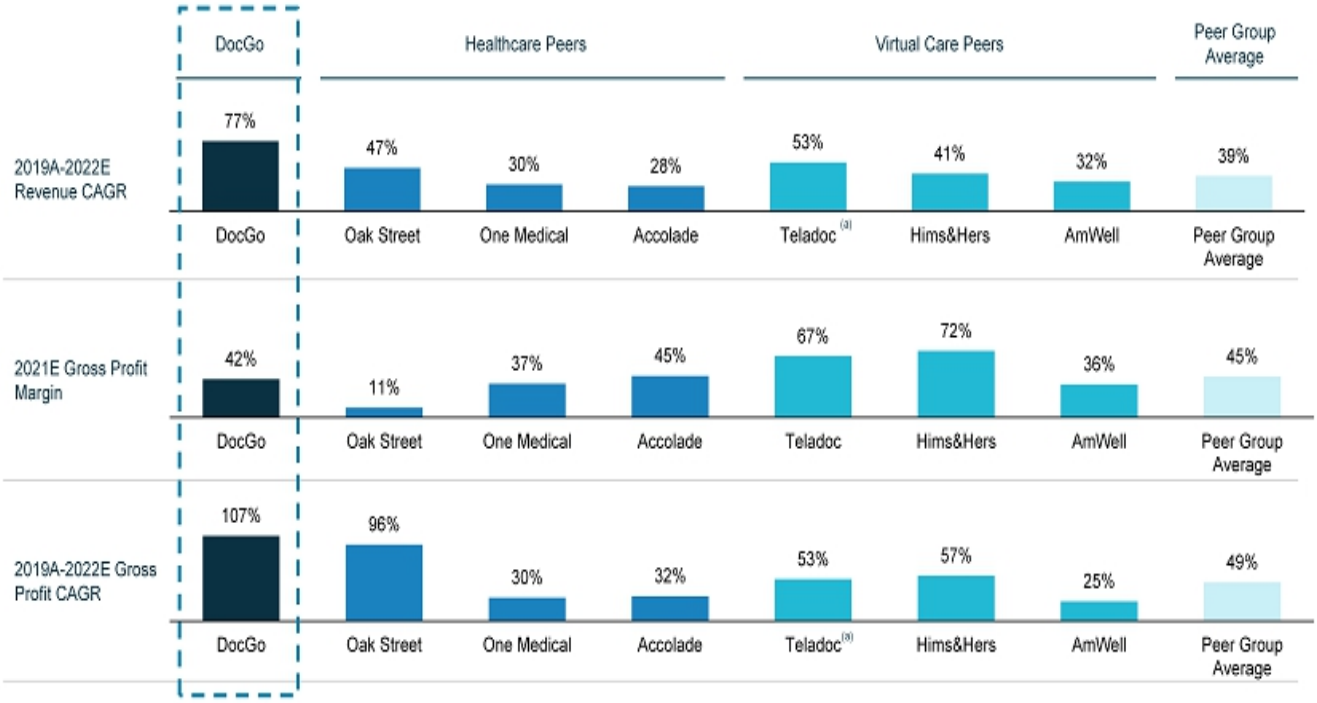
Illustrative Post-Transaction Ownership[(b)]



(a) *Assumes no redemptions of public shares and excluding warrants.*

(b) *Does not include an aggregate 5.0M seller earnout shares subject to vesting upon attainment of stock price targets ranging from $12.50 to $21.00 over periods ranging from one to five years. Excludes Mafian warrants.*

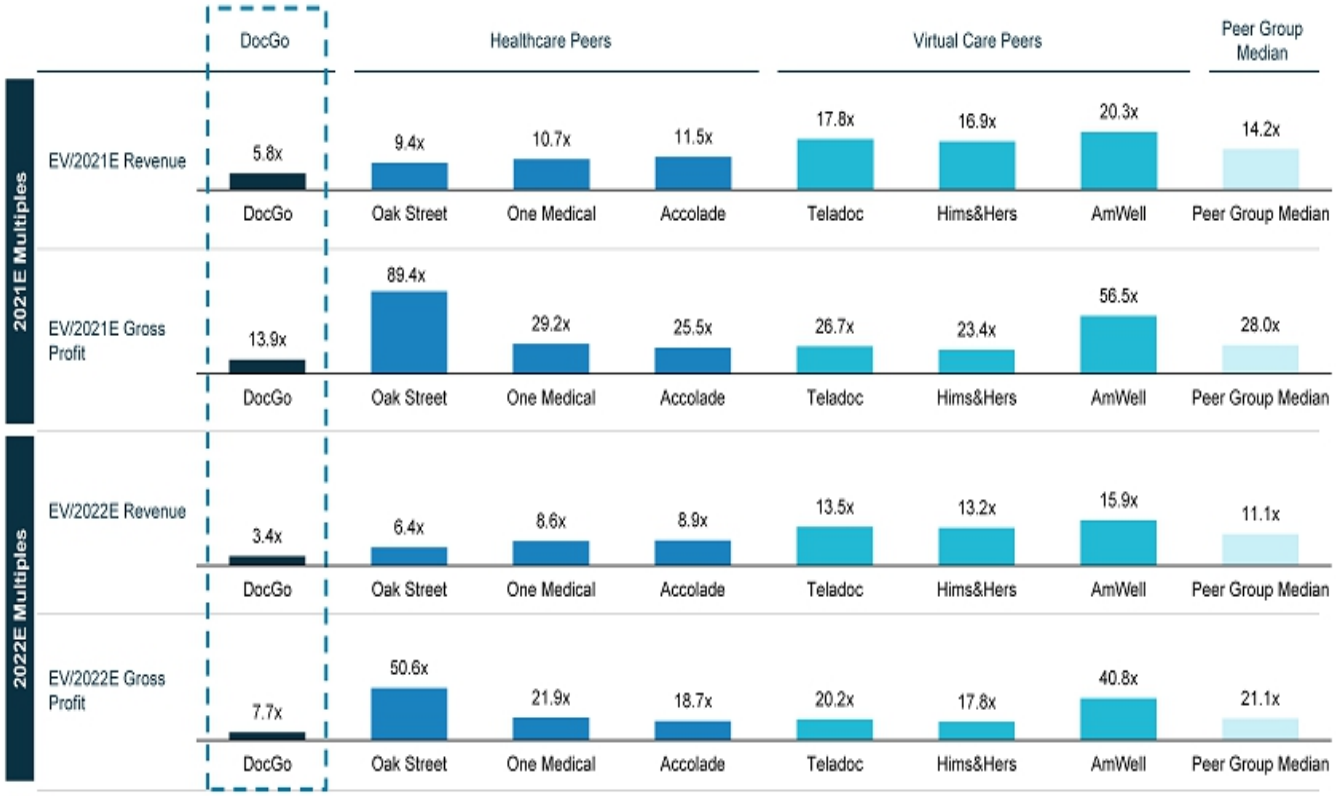
Comparable Company Benchmarking



(a) Pro forma for Livongo Health acquisition

Source: Company information, FactSet. Market data as of 02-Mar-21

Comparable Company Benchmarking *(cont'd)*



Source: Company information, FactSet. Market data as of 02-Mar-21

Appendices

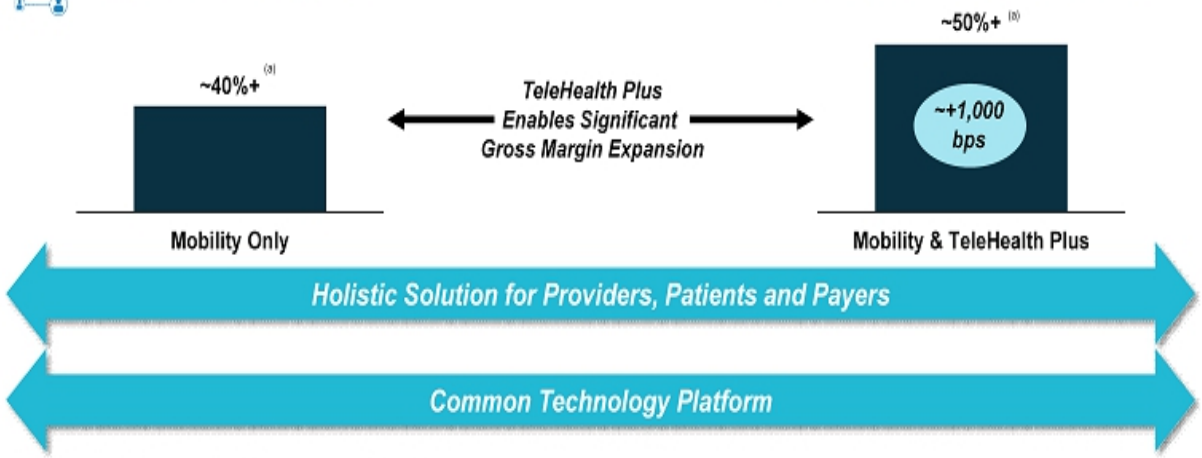
Integrated Solutions Drive Competitive Advantage and Superior Go To Market Strategy

Mobility Foundation

- LONG TERM, EXCLUSIVE CONTRACTS
- GEOGRAPHIC DENSITY
- SCALABLE INFRASTRUCTURE

TeleHealth Plus Advantage

- ✓ LEVERAGING EXISTING RELATIONSHIPS
- ✓ TREATMENT REFERRALS
- ✓ SUPERIOR "LAST MILE" ECONOMICS



Source: Management estimates. Note: Figures presented are illustrative unit economics for a single ambulance.
a) Based on illustrative unit economics after 6 month cash breakeven period.

Pro Forma Adjusted EBITDA Reconciliation

($ in thousands)	CY2020E
Net Loss Attributable to AmbuInz	**($9,497)**
(+) Loss of JV	(260)
Net Loss (GAAP)	**($9,757)**
(+) Net Interest Expense / (Income)	(243)
(+) Income Tax	35
(+) Depreciation & Amortization	2,029
(+) Leased Vehicles + Gurneys	2,430
EBITDA	**($5,505)**
(+) Non-Cash Stock Compensation	842
Adjusted EBITDA	**($4,663)**

Historical & Projected Financial Summary

($ millions)	2018E	2019E [a]	2020E [a]	2021E	2022E
Revenue	$40	$48	$94	$155	$267
% growth	28.5%	21.4%	95.3%	64.6%	71.7%
Gross Profit	$8	$13	$32	$65	$117
% margin	20.8%	27.3%	33.9%	41.7%	44.0%
Adjusted EBITDA	($31)	($17)	($6)	$6	$43
% margin	NM	NM	NM	3.9%	16.1%
Net Income	($32)	($22)	($9)	($5)	$22
% margin	NM	NM	NM	NM	8.3%
Capital Expenditures	$3	$1	~$0	$1	$5
% of revenue	7.1%	2.8%	0.1%	0.5%	1.7%

(a) PCAOB audits in process

Strong and Experienced Sponsor Partner

motion | DOCGO

		Biography	Previous Experience
	**Jim Travers** *Executive Director & Chairman*	• Over 30 years of technology industry experience in global software services	Fleetmatics, HARBINGER, Dude Solutions, Texas Instruments, Geac
	**Michael Burdiek** *CEO & Director*	• Veteran Telematics professional with over 33 years industry experience and successful track record in transportation software and technology end market space	Five9, Cal/Amp, Comarco, Inc., Telenetics
	**Rick Vitelle** *Chief Financial Officer*	• Over 30 years experience in senior financial management roles with publicly held technology companies • Previously Senior Manager with Big 4 accounting firm	pwc, Cal/Amp, SMTEK INTERNATIONAL
	**Garo Sarkissian** *EVP, Corp. Development*	• Seasoned Corporate Development executive with over 30 years experience in technology and mobility space	Cal/Amp, dane, SMARTWITNESS, CEL California Eastern Laboratories
	**Andrew Flett** *Director*	• Over 20 years investing in technology industry, specifically mobility, communications, security, software and data analytics	Fleetmatics, INVESTCORP
	**Mark Licht** *Director*	• Over 30 years experience in formation, financing and operations of connected vehicle companies	ituran, inseego, teletrac, motus ventures
	**Kyle Messman** *Director*	• CFO of two high growth SaaS businesses over the last decade; currently in VC community	SOUTH BAY VENTURES, Velocify, FONTINALIS PARTNERS, Telogis

Investment Highlights

- Innovative digital-first medical mobility pioneer reimagining traditional care delivery
- Bridging the gap between physical and virtual care with telehealth fulfillment solutions
- Significant, untapped TAM opportunity across current markets and offerings
- Purpose-built technology platform seamlessly links clinical settings and logistics
- 2020E revenue of $94M with significant growth ('19A-'22E CAGR: 75%+), visibility and near-term profitability