

## Execution Version

## SHARE SUBSCRIPTION AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of January 16, 2020 by and among (i) the person named on the signature page hereto (the "Purchaser"), (ii) [REDACTED] Group Holding AG, a Swiss corporation (the "Company"), and (iii) [REDACTED] Acquisition Corporation, a Delaware corporation ("FPAC").

## Introductory Note

This Share Subscription Agreement (the "Agreement") is being entered into in connection with the proposed business combination (the "Transaction") among the Company, [REDACTED] and [REDACTED] Blue Group AG, a Swiss corporation ("Target") pursuant to the Agreement and Plan of Merger dated on or about the date hereof (as it may be amended and/or restated, the "Transaction Agreement"). Pursuant to the Transaction, and as more specifically set forth in the Transaction Agreement, the following actions, among other actions, will occur on the Closing Date (as defined below) (i) the shareholders of Target will contribute a portion of the ordinary shares of the Target that each respectively owns to the Company, in exchange for ordinary shares of the Company, (ii) the Company will acquire for cash all of the remaining issued and outstanding ordinary shares of the Target held by the shareholders thereof and (iii) a wholly-owned indirect subsidiary of the Company will merge with and into FPAC, with FPAC being the surviving corporation in the merger and a wholly-owned indirect subsidiary of the Company following the merger. Upon consummation of the Transaction, the Company will continue as a publicly traded corporation.

In connection with the Transaction, the Company and FPAC are seeking commitments ("Subscriptions") from interested investors to acquire, concurrently with and subject to the completion of the Transaction, certain shares of the Company's ordinary shares (the "Shares") in a private transaction in which the Company expects to raise an aggregate amount of up to €247 million (subject to an increase or decrease in the sole discretion of the Company and FPAC).

The Shares to be acquired by the Purchaser (as set forth on the signature page hereto, but subject to any applicable reduction if the Subscription is not accepted in full by the Company, and FPAC) are referred to herein as the "Acquired Shares", and the aggregate and per Share purchase price to be paid by the Purchaser (as set forth on the signature page hereto, but subject to any applicable reduction in the aggregate Share purchase price if the Subscription is not accepted in full by the Company and FPAC) is referred to herein as the "Purchase Price".

IN WITNESS WHEREOF, 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 Purchaser, the Company, and FPAC agree as follows:

1. Subscription. The Purchaser hereby agrees to subscribe for and purchase from the Company, and the Company hereby agrees, subject to the receipt of the Purchase Price, to issue and deliver to the Purchaser, the Acquired Shares, all on the terms, and subject to the conditions, provided for herein (including any applicable reduction to the Purchaser's Subscription if the Subscription is not accepted in full by the Company, and FPAC). In the event that the Transaction is not consummated for any reason, or in the event of the termination of this Agreement in accordance with the terms hereof, any amounts previously paid by the Purchaser pursuant to this Agreement will be returned promptly to the Purchaser along with this Agreement, and this Agreement shall have no force or effect.
2. Closing. The closing of the Subscription contemplated hereby (the "Closing") is contingent upon the substantially concurrent consummation of the Transaction. Following delivery of written notice from (or on behalf of) the Company to the Purchaser (the "Closing Notice") that the Company reasonably expects all conditions to the closing of the Transaction to be satisfied on a date that is not less than two business days from the date on which the Closing Notice is so delivered to the Purchaser, the Purchaser shall deliver to the Company, on the business day immediately prior to the closing date specified in the Closing Notice (the "Closing Date"), the Purchase Price for the Acquired Shares by wire transfer of United States dollars in immediately available funds to such account or accounts as may be specified by the Company in the Closing Notice, and on the Closing Date, subject to the satisfaction or waiver of the conditions set forth in Section 3 below, the Company and the Purchaser shall perform the following actions: