

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

Form F-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

COMPASS Pathways plc
(Exact name of registrant as specified in its charter)

England and Wales (State or other jurisdiction of incorporation or organization)	2834 (Primary Standard Industrial Classification Code Number)	Not applicable (I.R.S. Employer Identification Number)
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(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 standards¹ provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE ⁽¹⁾	AMOUNT OF REGISTRATION FEE ⁽²⁾
Ordinary shares, nominal value £0.001 per share ⁽³⁾	\$100,000,000	\$12,980
<p>(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended. Includes the aggregate offering price of additional ordinary shares represented by American Depositary Shares, or ADSs, that the underwriters have the option to purchase.</p> <p>(2) Calculated pursuant to Rule 457(o) under the Securities Act of 1933, as amended, based on an estimate of the proposed maximum aggregate offering price.</p> <p>(3) These ordinary shares are represented by ADSs, each of which represents ordinary shares of the registrant. ADSs issuable upon deposit of the ordinary shares registered hereby are being registered pursuant to a separate registration statement on Form F-6 (File No. 333-).</p>		

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), shall determine.

The information contained in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS

SUBJECT TO COMPLETION, DATED AUGUST 28, 2020

American Depositary Shares Representing Ordinary Shares



This is an initial public offering of American Depositary Shares, or ADSs, of COMPASS Pathways plc. Each ADS represents one ordinary share, nominal value £0.001 per ordinary share, of COMPASS Pathways plc. The ADSs may be evidenced by American Depositary Receipts, or ADRs. Prior to this offering, there has been no public market for our ADSs or ordinary shares.

We will apply to list our ADSs on the Nasdaq Global Market under the symbol "CMPS." We expect that the initial public offering price will be between \$ and \$ per ADS.

We are an "emerging growth company" under the applicable Securities and Exchange Commission rules and have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings.

Our business and investment in our ADSs involve significant risks. These risks are described under the caption "Risk Factors" beginning on page 14 of this prospectus.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	PER ADS	TOTAL
Public offering price	\$	\$
Underwriting discounts and commissions⁽¹⁾	\$	\$
Proceeds, before expenses, to COMPASS Pathways plc	\$	\$

(1) See the section titled "Underwriting" for additional information regarding compensation payable to the underwriters. We have agreed to reimburse the underwriters for certain expenses in connection with the offering.

We have granted the underwriters an option for a period of 30 days to purchase up to additional ADSs from us at the public offering price, less the underwriting discounts and commissions.

The underwriters expect to deliver the ADSs against payment in New York, New York on , 2020.

Cowen	Joint Book-Running Managers Evercore ISI Lead Manager Canaccord Genuity Manager H.C. Wainwright & Co.	Berenberg
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Prospectus dated , 2020

Transforming mental health care



COMPASSION
Navigating Mental Health Pathways

Everyone has a story



Our vision is a world
of mental wellbeing

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Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, ADSs only in jurisdictions where offers and sales are permitted. The information contained in this prospectus or any free writing prospectus is accurate only as of its date regardless of its time of delivery or of any sale of ADSs. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States, or U.S.: Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction, other than the United States, where action for that purpose is required. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the ADSs and the distribution of this prospectus outside the United States.

We are incorporated under the laws of England and Wales. Under the rules of the U.S. Securities and Exchange Commission, or the SEC, we are currently eligible for treatment as a "foreign private issuer." As a foreign private issuer, we will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as domestic registrants whose securities are registered under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

ABOUT THIS PROSPECTUS

In connection with our corporate reorganization, on August 7, 2020, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited. As a result, COMPASS Pathfinder Holdings Limited and Compass Pathways Holding Limited became wholly owned subsidiaries of COMPASS Rx Limited. Subsequently, we altered the legal status of COMPASS Rx Limited under the laws of England and Wales from a private limited company by re-registering as a public limited company and changing our name from COMPASS Rx Limited to COMPASS Pathways plc, effective on August 21, 2020. Our audited consolidated financial statements for the year ended December 31, 2019 and our unaudited condensed consolidated interim financial statements for the six months ended June 30, 2019 and 2020 pertained to COMPASS Pathfinder Holdings Limited. The share exchange described above was completed after June 30, 2020, and is given retroactive effect because it had the effect of a completed reverse stock split on our capital structure. Because COMPASS Pathways plc has nominal activity for these periods other than the creation of its capital structure and the operations of COMPASS Pathfinder Holdings Limited, the financial statements of COMPASS Pathfinder Holdings Limited, included elsewhere in this prospectus, are substantially the same as those of COMPASS Pathways plc. Please see “Corporate Reorganization” beginning on page 112 for more information.

Unless otherwise indicated or the context otherwise requires, all references in this prospectus to the terms “COMPASS Rx Limited,” “COMPASS Pathfinder Holdings Limited,” “COMPASS Pathways plc,” “the company,” “we,” “us” and “our” refer to (i) COMPASS Pathfinder Holdings Limited (and, where the context requires, its subsidiaries) prior to the completion of our corporate reorganization, (ii) COMPASS Rx Limited (and, where the context requires, its subsidiaries) following the completion of our corporate reorganization, but prior to the re-registration of COMPASS Rx Limited as a public limited company and the change of its name to COMPASS Pathways plc, and (iii) COMPASS Pathways plc (and, where the context requires, its subsidiaries) following the re-registration of COMPASS Rx Limited as a public limited company and the change of its name to COMPASS Pathways plc.

We own various trademark registrations and applications, and unregistered trademarks, including COMPASS and COMPASS PATHWAYS and our corporate logo. All other trade names, trademarks and service marks of other companies appearing in this prospectus are the property of their respective holders. Solely for convenience, the trademarks and trade names in this prospectus may be referred to without the ®, ™ or RTM symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend to use or display other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

PRESENTATION OF FINANCIAL INFORMATION

We maintain our books and records in pounds sterling, our results are subsequently converted to U.S. dollars and we prepare our consolidated financial statements in accordance with generally accepted accounting principles in the United States, or U.S. GAAP, as issued by the Financial Accounting Standards Board, or FASB. All references in this prospectus to "\$" are to U.S. dollars and all references to "£" are to pounds sterling. Unless otherwise indicated, certain U.S. dollar amounts contained in this prospectus have been translated into pounds sterling at the rate of £1.00 to \$1.2369, which was the noon buying rate of the Federal Reserve Bank of New York on June 30, 2020. These translations should not be considered representations that any such amounts have been, could have been or could be converted into pounds sterling at that or any other exchange rate as of that or any other date.

We have made rounding adjustments to some of the figures included in this prospectus. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that preceded them. We have historically conducted our business through COMPASS Pathfinder Holdings Limited, and therefore our historical consolidated financial statements present the consolidated results of operations of COMPASS Pathfinder Holdings Limited. Following the completion of this offering, and after the completion of the transactions described under the section titled "Corporate Reorganization," our consolidated financial statements will present the consolidated results of operations of COMPASS Pathways plc.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider in making your investment decision. Before investing in our ADSs, you should carefully read this entire prospectus, including the matters set forth under the sections of this prospectus captioned "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus.

Unless otherwise indicated or the context otherwise requires, the terms "Company," "COMPASS Pathways," "we," "us" or "our" in this prospectus refer to (i) COMPASS Pathfinder Holdings Limited (and, where the context requires, its subsidiaries) prior to the completion of our corporate reorganization, (ii) COMPASS Rx Limited (and, where the context requires, its subsidiaries) following the completion of our corporate reorganization, but prior to the re-registration of COMPASS Rx Limited as a public limited company and the change of its name to COMPASS Pathways plc and (iii) COMPASS Pathways plc (and, where the context requires, its subsidiaries) following the completion of our corporate reorganization and the re-registration of COMPASS Rx Limited as a public limited company and the change of its name to COMPASS Pathways plc. Please see "Corporate Reorganization" beginning on page 112 for more information.

Overview

We are a mental health care company dedicated to accelerating patient access to evidence-based innovation in mental health. We are motivated by the need to find better ways to help and empower people suffering with mental health challenges who are not helped by existing therapies, and are pioneering the development of a new model of psilocybin therapy, in which psilocybin is administered in conjunction with psychological support. Our initial focus is on treatment-resistant depression, or TRD, a subset of major depressive disorder, or MDD, comprising patients who are inadequately served by the current treatment paradigm. Early signals from academic studies, using formulations of psilocybin not developed by us, have shown that psilocybin therapy may have the potential to improve outcomes for patients suffering with depression, with rapid reductions in depression symptoms and effects lasting up to six months, after administration of a single high dose. We have developed a proprietary, high-purity polymorphic crystalline formulation of psilocybin, COMP360. In 2019, we completed a Phase I clinical trial administering COMP360, along with psychological support, to 89 healthy volunteers, the largest randomized controlled clinical trial with psilocybin therapy to date. In this trial we observed that COMP360 was generally well-tolerated. We are currently evaluating COMP360 in conjunction with psychological support in a Phase IIb trial and we plan to report data from this trial in late 2021. We believe that a single dose of our COMP360 monotherapy with psychological support from specially trained therapists could offer a new approach to depression care.

Market Opportunity and Existing Treatments

Globally, more than 320 million people suffer with MDD. The economic burden of MDD in the United States, accounting for comorbid physical and psychiatric conditions, is estimated to be over \$200 billion per year. TRD, a condition affecting the approximately 100 million patients worldwide who are not helped after two or more existing depression treatments, has even greater economic and societal cost than non-TRD MDD. TRD patients are often unable to perform daily tasks, are more likely to receive disability or welfare benefits and more frequently have co-occurring conditions compared with non-TRD MDD patients. Direct medical costs for TRD patients are estimated to be two to three times higher than for non-TRD MDD patients, caused by, among other factors, increased rates of hospitalization and longer average hospital stays. In addition, there is approximately a seven-fold increase in suicide rate for TRD patients compared with non-TRD MDD patients.

Patients suffering with depression are treated through a variety of approaches, each of which can have significant shortcomings in certain subsets of patients. Most pharmacotherapies for depression

employ the same mechanism of action, targeting the modulation of the brain's neurotransmitter monoamine levels, and have exhibited limited efficacy in a significant portion of patients and can result in high relapse rates. There are only two pharmacotherapies specifically approved for TRD in the U.S.: esketamine, and a combination of olanzapine (an atypical antipsychotic) and fluoxetine (a selective serotonergic reuptake inhibitor). Esketamine was recently approved by the U.S. Food and Drug Administration, or FDA. Mixed efficacy and limited durability were observed in clinical trials as well as potential side effects including dissociation and cognitive impairment. The olanzapine-fluoxetine combination has also shown mixed efficacy and can commonly lead to side effects such as dizziness, drowsiness and weight gain. In addition to pharmacotherapies, various forms of somatic intervention are also used, although these treatments tend to be invasive and/or onerous, and there are limited data supporting their long-term benefit. Psychotherapy is another common treatment approach, but it requires a significant time commitment and is subject to large variability in availability and administration. Despite the range of treatments and therapies available for depression, patients suffering with TRD continue to be underserved, prolonging a significant health, social and economic burden. We believe patients suffering with TRD need a paradigm-shifting treatment that can deliver rapid and sustained relief of their depression.

Potential of Psilocybin Therapy in Mental Health Conditions

Psilocybin is considered a serotonergic hallucinogen and is an active ingredient in some species of mushrooms. While classified as a Schedule I drug, there is an accumulating body of evidence that psilocybin may have beneficial effects on depression and other mental health conditions. Therefore, the FDA and the U.S. Drug Enforcement Administration, or DEA, have permitted the use of psilocybin in clinical studies for the treatment of a range of psychiatric conditions. In 2018, we received Breakthrough Therapy designation from the FDA for COMP360 for the treatment of TRD.

We believe that our investigational COMP360 psilocybin therapy may confer beneficial effects in depression and other mental health conditions through COMP360's mechanism of action on the central nervous system, or CNS. By activating the 5-hydroxytryptamine (serotonin) 2A, or 5-HT_{2A}, receptor, psilocybin and its active metabolite psilocin induce a range of downstream effects that may cause important, sustained changes in brain function. These effects include altered extracellular release of serotonin and dopamine, changes in brain network connectivity, and increased levels of neuroplasticity, whereby the nervous system is able to reorganize its structure, function, and connections, all of which we believe contribute to our psilocybin therapy's potential to generate rapid-onset and sustained positive mood effects.

The potential of psilocybin therapy in mental health conditions has been demonstrated in a number of academic-sponsored studies over the last decade. In these early studies, it was observed that psilocybin therapy provided rapid reductions in depression symptoms after a single high dose, with antidepressant effects lasting for up to at least six months for a number of patients. These studies assessed symptoms related to depression and anxiety through a number of widely used and validated scales. The data generated by these studies suggest that psilocybin is generally well-tolerated and has the potential to treat depression when administered with psychological support.

Our Psilocybin Therapy – COMP360

COMP360 is our proprietary psilocybin formulation that includes our pharmaceutical-grade polymorphic crystalline psilocybin, optimized for stability and purity. Our investigational COMP360 psilocybin therapy comprises administration of our COMP360 with psychological support from specially trained therapists with specific professional and educational qualifications. We believe this support, or therapy, is as important to the psilocybin therapy as the psilocybin itself. The psilocybin administration session lasts approximately six to eight hours, with patients supported by therapists in a non-directive manner. The psilocybin administration sessions are preceded by preparation sessions, in which patients are given a thorough orientation, and followed by integration sessions to help patients process the range of emotional and physical experiences facilitated by COMP360.

In our Phase I healthy volunteers trial, we observed that COMP360 was generally well-tolerated and supported continued progression of Phase IIb studies. The trial also showed the feasibility of simultaneous administration of COMP360 to up to six people in the same facility, with 1:1 therapist support, which we believe will accelerate future clinical trials and commercial scale-up upon potential regulatory approval. In August 2020, the FDA approved our request for a 1:1 model of therapist support and we intend to use this model in future clinical trials. We previously conducted a series of *in vitro* and *in vivo* toxicology studies, including tests for genotoxicity and cardiotoxicity. We are now undertaking an additional series of safety pharmacology and toxicity studies, to be completed prior to commencement of our anticipated Phase III program.

We are currently conducting a randomized controlled Phase IIb clinical trial in 216 patients suffering with TRD, in 20 sites across North America and Europe. This dose-finding trial is investigating the safety and efficacy of COMP360 combined with psychological support, for the treatment of TRD, and aims to determine the optimal dose of COMP360, with three doses (1mg, 10mg, 25mg) being explored. The primary endpoint of this clinical trial is to evaluate the efficacy of COMP360, as assessed by the change in the Montgomery-Åsberg depression rating scale, or MADRS, a widely accepted scale for depression that has been used as a primary endpoint in pivotal trials of other depression treatments. This trial has been designed to capture a statistically significant reduction in MADRS. We plan to report data from this trial in late 2021.

We are using digital technology in this Phase IIb trial, including an online portal to help patients prepare for their psilocybin experience, and a web-based “shared knowledge” interactive platform to complement therapist training. We are also collecting digital phenotyping information through the measurement of human-smartphone interactions. After the trial, these data will be compared with information collected from validated psychiatric scales, such as MADRS, to develop potential digital applications to help anticipate relapse of depression. In the future we plan to expand our research into additional digital technologies to complement and augment our therapies.

The need for innovation in mental health care is significant, given that the current paradigm is ineffective for millions of people. Our vision is a world of mental wellbeing – a world in which mental health isn't simply the absence of mental illness, but the ability to flourish. We want to help reduce the stigma surrounding mental health, to acknowledge that “everyone has a story,” and to create a system of care for all who are not helped by the existing system and existing therapies.

Our Strategy

Our mission is to accelerate patient access to evidence-based innovation in mental health. Key elements of our strategy to achieve this include:

- Advance our investigational COMP360 psilocybin therapy for the treatment of TRD.
- Expand our investigational COMP360 psilocybin therapy into new indications and explore other compounds and therapies to address areas of unmet need.
- Maximize the reach and value of our investigational COMP360 psilocybin therapy by creating a new model for mental health care.
- Use digital technology to improve access to and impact of our investigational COMP360 psilocybin therapy.

Corporate Information

COMPASS Pathways plc was originally incorporated as a private limited company under the laws of England and Wales in June 2020 under the name COMPASS Rx Limited to become a holding company for COMPASS Pathfinder Holdings Limited. COMPASS Rx Limited was subsequently re-registered as a

public limited company in August 2020 and renamed COMPASS Pathways plc. COMPASS Pathfinder Holdings Limited was originally incorporated under the laws of England and Wales in June 2017. Our registered office is located at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, United Kingdom, and our telephone number is +1 (646) 905-3974. Our website address is www.compasspathways.com. We do not incorporate the information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through, our website as part of this prospectus.

Corporate Reorganization

Pursuant to the terms of a share for share exchange agreement entered into on August 7, 2020 as part of our corporate reorganization, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited and, as a result, COMPASS Pathfinder Holdings Limited became a wholly owned subsidiary of COMPASS Rx Limited. Subsequently, we re-registered COMPASS Rx Limited as a public limited company and renamed it as COMPASS Pathways plc, effective on August 21, 2020. The financial data set forth in this prospectus gives retroactive effect to the share exchange, which had the effect of a completed reverse stock split on our capital structure. Please see “Corporate Reorganization” beginning on page 112 for more information.

Risks Associated with Our Business

Our business is subject to a number of risks of which you should be aware before making an investment decision. You should carefully consider all of the information set forth in this prospectus and, in particular, should evaluate the specific factors set forth in the section titled “Risk Factors” before deciding whether to invest in our ADSs. Among these important risks are, but not limited to, the following:

- We are a clinical stage mental health care company and have incurred significant losses since our inception. We expect to incur losses for the foreseeable future and may never achieve or maintain profitability;
- Even if we consummate this offering, we will need substantial additional funding in order to complete the development and commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate certain or all of our product discovery, therapeutic development, research operations or commercialization efforts;
- Exchange rate fluctuations may materially affect our results of operations and financial condition;
- COMP360 is, and any future therapeutic candidates we may develop in the future may be, subject to controlled substance laws and regulations in the territories where the product may be marketed, such as the United States, the UK and the rest of Europe, and failure to comply with these laws and regulations, or the cost of compliance, may adversely affect the results of our business operations, both during clinical development and post approval, and our financial condition. In addition, during the review process of COMP360, and prior to approval, the FDA and/or other regulatory bodies may require additional data, including with respect to whether COMP360 has abuse potential, which may delay approval and any potential rescheduling process;
- COMP360 contains controlled substances, the use of which may generate public controversy. Adverse publicity or public perception regarding psilocybin or our current or future investigational therapies using psilocybin may negatively influence the success of these therapies;
- Clinical drug development is a lengthy and expensive process with uncertain timelines and uncertain outcomes. If clinical trials of COMP360 or any future therapeutic candidates are

prolonged or delayed, we or our current or future collaborators may be unable to obtain required regulatory approvals, and therefore we will be unable to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates on a timely basis or at all, which will adversely affect our business;

- COMP360 and any future therapeutic candidates we may develop may have serious adverse, undesirable or unacceptable side effects which may delay or prevent marketing approval. If such side effects are identified during the development of COMP360 or any future therapeutic candidates or following approval, if any, we may need to abandon our development of such therapeutic candidates, the commercial profile of any approved label may be limited, or we may be subject to other significant negative consequences;
- Research and development of drugs targeting the central nervous system is particularly difficult, which makes it difficult to predict and understand why the drug has a positive effect on some patients but not others;
- We have never commercialized a therapeutic candidate before and may lack the necessary expertise, personnel and resources to successfully commercialize our therapies on our own or with suitable collaborators;
- Our business and commercialization strategy depends on our ability to identify, qualify, prepare, certify and support third-party therapy sites offering any approved therapy. If we are unable to do this, our commercialization prospects would be limited and our business, financial condition and results of operations would be harmed;
- We currently rely on qualified therapists working at third-party clinical trial sites to administer our investigational COMP360 psilocybin therapy in our clinical trials and we expect this to continue upon approval, if any, of COMP360 or any of our future therapeutic candidates. If third-party sites fail to recruit and retain a sufficient number of therapists or effectively manage their therapists, our business, financial condition and results of operations would be materially harmed;
- Intellectual property rights of third parties could adversely affect our ability to compete or commercialize our investigational therapies, such that we could be required to litigate or obtain licenses from third parties in order to develop or market our investigational therapies. Such litigation or licenses could be costly or not available on commercially reasonable terms;
- We rely on third parties to supply and manufacture the psilocybin and psilocin incorporated in COMP360 and expect to continue to rely on third parties to supply and manufacture any of our future therapeutic candidates, and we will rely on third parties to manufacture these substances for commercial supply, if approved. If any third-party provider fails to meet its obligations manufacturing COMP360 or our future therapeutic candidates, or fails to maintain or achieve satisfactory regulatory compliance, the development of such substances and the commercialization of any therapies, if approved, could be stopped, delayed or made commercially unviable, less profitable or may result in enforcement actions against us;
- There are a number of third parties who conduct investigator-initiated studies, or IISs, using COMP360 provided by us. We do not sponsor these IISs, and encourage the open publication of all IIS findings. Any failure by a third party to meet its obligations with respect to the clinical development of our investigational COMP360 psilocybin therapy or any of our future therapeutic candidates may delay or impair our ability to obtain regulatory approval for COMP360. IISs of COMP360 or any future therapeutic candidates may generate clinical trial data that raise concerns regarding the safety or effectiveness of COMP360 and any data generated in IISs may not be predictive of the results in populations or indications in which we are conducting, or plan to conduct, clinical trials;

- A pandemic, epidemic, or outbreak of an infectious disease, such as the COVID-19 pandemic, may materially and adversely affect our business, including our preclinical studies, clinical trials, third parties on whom we rely, our supply chain, our ability to raise capital, our ability to conduct regular business and our financial results;
- We face substantial competition and our competitors may discover, develop or commercialize therapies before or more successfully than us, which may result in the reduction or elimination of our commercial opportunities;
- Our business is subject to economic, political, regulatory and other risks associated with international operations;
- If you purchase our ADSs in this offering, you will experience substantial and immediate dilution; and
- We have identified material weaknesses in our internal control over financial reporting. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our ADSs. In addition, because of our status as an emerging growth company, our independent registered public accounting firm is not required to provide an attestation report as to our internal control over financial reporting for the foreseeable future.

Implications of Being an Emerging Growth Company and a Foreign Private Issuer

As a company with less than \$1.07 billion in revenue during our last fiscal year, we qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, as amended, or the JOBS Act. An emerging growth company may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies. These provisions include, but are not limited to:

- an option to present only two years of audited financial statements in addition to any required interim financial statements and correspondingly specified reduced Management’s Discussion and Analysis of Financial Condition and Results of Operations disclosure in this prospectus; and
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Emerging Growth Company Status.”

We may take advantage of these exemptions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company upon the earlier to occur of: (i) the last day of the fiscal year in which we have total annual gross revenue of \$1.07 billion or more; (ii) the date on which we have issued more than \$1.0 billion in nonconvertible debt during the previous three-year period; (iii) the date on which we are deemed to be a large accelerated filer under the rules of the SEC; or (iv) the last day of the fiscal year following the fifth anniversary of this offering. We may choose to take advantage of some but not all of these exemptions.

In addition, under the JOBS Act, emerging growth companies can take advantage of an extended transition period for complying with new or revised accounting standards.

Upon the completion of the offering, we will report under the Exchange Act as a non-U.S. company with “foreign private issuer” status. Even after we no longer qualify as an emerging growth company, as

long as we qualify as a foreign private issuer under the Exchange Act, we will be exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations with respect to a security registered under the Exchange Act;
- the requirement to comply with Regulation FD, which requires selective disclosure of material information;
- the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K upon the occurrence of specified significant events.

Both foreign private issuers and emerging growth companies are also exempt from certain more stringent executive compensation disclosure rules. Thus, even if we no longer qualify as an emerging growth company, but remain a foreign private issuer, we will continue to be exempt from the more stringent compensation disclosures required of companies that are neither an emerging growth company nor a foreign private issuer. As a result, we do not know whether some investors will find our ADSs less attractive, which may result in a less active trading market for our ADSs or more volatility in the price of our ADSs.

THE OFFERING

ADSs offered by us	ADSs, each representing ordinary shares.
Option to purchase additional ADSs	We have granted the underwriters an option for a period of 30 days from the date of this prospectus to purchase up to an additional ADSs from us.
Ordinary shares (including ordinary shares represented by ADSs) to be outstanding immediately after this offering	ordinary shares (or ordinary shares if the underwriters exercise in full their option to purchase an additional ADSs).
American Depositary Shares	Each ADS represents one ordinary share, nominal value £0.001 per share. The depositary will be the holder of the ordinary shares underlying the ADSs, and you will have the rights of an ADS holder or beneficial owner (as applicable) as provided in the deposit agreement among us, the depositary and all holders and beneficial owners of ADSs issued thereunder. To better understand the terms of our ADSs, you should carefully read the section in this prospectus titled “Description of American Depositary Shares.” We also encourage you to read the deposit agreement, the form of which is filed as an exhibit to the registration statement of which this prospectus forms a part.
ADS depositary	Citibank, N.A.
Custodian	Citibank, N.A. (London Branch)
Use of proceeds	We estimate that the net proceeds to us from this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, to be approximately \$ based on an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus. We intend to use the net proceeds from this offering (i) to fund clinical trials, therapist training and other activities to support the development of our investigational COMP360 psilocybin therapy through completion of all ongoing trials through the end of Phase II meetings with the FDA; (ii) to fund research and clinical development activities related to our investigational COMP360 psilocybin therapy to support the progression of COMP360 as a therapy for other neuropsychiatric indications and further our mechanistic understanding of psilocybin; (iii) to fund our general business development activities, including strategic investments which may aid us in developing digital technologies to complement and augment our therapies, as well as potentially providing access to other novel drug candidates for development in neuropsychiatric and related indications; and (iv) to fund general and administrative expenses, working capital and other general corporate purposes. See “Use of Proceeds” for a more complete description of the intended use of proceeds from this offering.

Dividend Policy	We do not anticipate paying any cash dividends in the foreseeable future. See “Dividend Policy” for more information.
Risk factors	See “Risk Factors” beginning on page 14 and the other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our ADSs.
Directed ADS Program	<p>At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the ADSs offered by this prospectus (excluding the ADSs that may be issued upon the underwriters’ exercise of their option to purchase additional ADSs) for sale at the initial public offering price per ADS, to certain of our directors, officers and employees and persons having relationships with us. If purchased by persons who are not officers or directors, the ADSs will not be subject to a lock-up restriction. If purchased by any officer or director, the ADSs will be subject to a 180-day lock-up restriction.</p> <p>The number of ADSs available for sale to the general public, referred to as the general public ADSs, will be reduced to the extent that these persons purchase all or a portion of the reserved ADSs. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same basis as the other ADSs offered by this prospectus. Likewise, to the extent demand by these persons exceeds the number of ADSs reserved for sale in the program, and there are remaining ADSs available for sale to these persons after the general public ADSs have first been offered for sale to the general public, then such remaining ADSs may be sold to these persons at the discretion of the underwriters.</p> <p>See “Underwriting.”</p>
Proposed Nasdaq Global Market symbol	“CMPS.”
<p>Unless otherwise stated in this prospectus, the number of our ordinary shares (including ordinary shares represented by ADSs) to be outstanding after this offering gives effect to the corporate reorganization described under “Corporate Reorganization,” and is based on _____ of our ordinary shares outstanding as of _____, 2020, after giving effect to the conversion of all of our outstanding preferred shares as part of the corporate reorganization into _____ ordinary shares immediately prior to the closing of this offering, and excludes:</p> <ul style="list-style-type: none"> • 35,677,530 ordinary shares issuable upon the exercise of options for ordinary shares outstanding as of August 28, 2020, with a weighted-average exercise price of \$0.07 per share, including 13,277,196 ordinary shares that will vest immediately upon completion of this offering; • an additional 3,270,332 ordinary shares reserved for issuance to our employees and consultants as of August 28, 2020, which shares will no longer be reserved following this offering; and • an additional _____ ordinary shares that will be made available for future issuance under our 2020 Share Option Plan, or the 2020 Option Plan, which will become effective in connection with this offering. 	

Unless otherwise indicated, all information contained in this prospectus also reflects and assumes:

- the valid adoption of our new articles of association immediately prior to the completion of this offering;
- the for reverse split of all of our ordinary shares to be effected prior to the closing of this offering;
- no purchase of ADSs by directors, officers, employees or persons having relationships with us through our directed ADS program;
- an initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus; and
- no exercise by the underwriters of their option to purchase up to additional ADSs in this offering.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables present the summary consolidated financial data as of the dates and for the periods indicated for COMPASS Pathfinder Holdings Limited. We derived the summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018 and 2019 and the selected consolidated balance sheet data as of December 31, 2018 and 2019 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the summary consolidated statement of operations and comprehensive loss data for the six months ended June 30, 2019 and 2020 and the summary consolidated balance sheet data as of June 30, 2020 from the unaudited quarterly condensed consolidated financial statements included elsewhere in this prospectus, which have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the unaudited data reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information contained in those statements. We prepare our consolidated financial statements in accordance with United States generally accepted accounting principles, or U.S. GAAP, as issued by the Financial Accounting Standards Board, or FASB.

Our historical results are not necessarily indicative of our future results and the results for the six months ended June 30, 2020 are not necessarily indicative of the results to be expected for the full year ending December 31, 2020 or any other interim period. You should read this data together with our consolidated financial statements and related notes appearing elsewhere in this prospectus and the information under the sections titled "Selected Consolidated Financial Data", "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

As of June 30, 2020, the representative exchange rate was £1.00 = \$1.2369.

	YEAR ENDED DECEMBER 31,		SIX MONTHS ENDED JUNE 30,	
	2018	2019	2019	2020
(in thousands, except share and per share data)				
Consolidated Statement of Operations and Comprehensive Loss Data:				
Operating expenses:				
Research and development	\$ 8,917	\$ 12,563	\$ 4,866	\$ 11,947
General and administrative	3,586	8,616	2,716	14,445
Total operating expenses	12,503	21,179	7,582	26,392
Loss from operations	(12,503)	(21,179)	(7,582)	(26,392)
Other income (expense), net	(716)	1,582	57	1,258
Net loss	(13,219)	(19,612)	(6,297)	(24,834)
Other comprehensive (loss) income:				
Foreign exchange translation adjustment	(522)	337	(19)	(1,033)
Comprehensive loss	\$ (13,741)	\$ (19,275)	\$ (6,316)	\$ (25,867)
Net loss per share attributable to ordinary shareholder — basic and diluted	\$ (0.40)	\$ (0.30)	\$ (0.11)	\$ (0.30)
Weighted-average ordinary shares outstanding — basic and diluted	33,133,480	65,814,221	59,878,864	83,878,882
Pro forma net loss attributable to holders of ordinary shares outstanding — basic and diluted (unaudited)				
Pro forma weighted average ordinary shares outstanding — basic and diluted (unaudited)				

	AS OF JUNE 30, 2020		
	ACTUAL	PRO FORMA ⁽¹⁾	PRO FORMA AS ADJUSTED ⁽²⁾
Consolidated Balance Sheet Data:			
Cash	\$ 67,606		
Working capital ⁽³⁾	70,856		
Total assets	77,079		
Convertible preferred shares	116,495		
Total shareholders' deficit	(44,855)		

- (1) The unaudited pro forma balance sheet data give effect to our corporate reorganization but do not include \$5.3 million received in August 2020 from the sale of 3,748,869 additional Series B convertible preferred shares.
- (2) The unaudited pro forma as adjusted balance sheet data give further effect to the issuance and sale of ADSs in this offering by us at an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, as set forth under "Use of Proceeds." Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets and total shareholders' equity (deficit) by \$ million, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase (decrease) of 1,000,000 in the number of ADSs offered by us, as set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets and total shareholders' equity (deficit) by \$ million, assuming the assumed

initial public offering price per ADS remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. This pro forma as adjusted information is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing.

(3) We define working capital as total current assets less total current liabilities.

RISK FACTORS

Investing in our American Depositary Shares, or ADSs, involves a high degree of risk. You should carefully consider the risks and uncertainties described below and the other information in this prospectus before making an investment decision. Our business, financial condition or results of operations could be materially and adversely affected if any of these risks occurs, and as a result, the market price of our ADSs could decline and you could lose all or part of your investment. This prospectus also contains forward-looking statements that involve risks and uncertainties. See "Special Note Regarding Forward-Looking Statements." Our actual results could differ materially and adversely from those anticipated in these forward-looking statements as a result of certain factors.

Risks Related to Our Financial Position and Need for Additional Capital

We are a clinical-stage mental health care company and have incurred significant losses since our inception. We expect to incur losses for the foreseeable future and may never achieve or maintain profitability.

We are a clinical-stage mental health care company and we have not generated any revenue to date. We have incurred significant operating losses since our formation. We incurred total net losses of \$13.2 million, \$19.6 million and \$24.8 million, respectively, for the fiscal years ended December 31, 2018 and December 31, 2019 and the six months ended June 30, 2020. As of June 30, 2020, we had an accumulated deficit of \$62.4 million. Our historical losses resulted principally from costs incurred in connection with research and development activities and general and administrative costs associated with our operations. In the future, we intend to continue to conduct research and development, preclinical testing, clinical trials, regulatory compliance, market access, commercialization and business development activities that, together with anticipated general and administrative expenses, will result in incurring further significant losses for at least the next several years. Our expected losses, among other things, may continue to cause our working capital and shareholders' equity (deficit) to decrease. We anticipate that our expenses will increase substantially if and as we, among other things:

- continue the clinical development of our investigational COMP360 psilocybin therapy for the treatment of treatment-resistant depression, or TRD, including initiating additional and larger clinical trials;
- continue the training of therapists who are qualified to deliver our investigational COMP360 psilocybin therapy in our clinical trials;
- establish a sales, marketing and distribution infrastructure and scale-up manufacturing capabilities to commercialize any therapeutic candidates for which we may obtain regulatory approval, including COMP360;
- establish and expand the network of public healthcare institutions and private clinics that administer COMP360 in conjunction with psychological support;
- advance our commercialization strategy in North America and Europe, including using digital technologies to enhance our proposed therapeutic offering;
- seek additional indications for our investigational COMP360 psilocybin therapy and discover and develop any future therapeutic candidates;
- seek regulatory approvals for any future therapeutic candidates that successfully complete clinical trials;
- experience heightened regulatory scrutiny;

- pursue necessary scheduling-related decisions to enable us to commercialize any future therapeutic candidates containing controlled substances for which we may obtain regulatory approval, including COMP360;
- explore external business development opportunities through acquisitions, partnerships, licensing deals to add future therapeutic candidates and technologies to our portfolio;
- obtain, maintain, expand and protect our intellectual property portfolio, including litigation costs associated with defending against alleged patent or other intellectual property infringement claims;
- add clinical, scientific, operational, financial and management information systems and personnel, including personnel to support our therapeutic development and potential future commercialization efforts;
- experience any delays or encounter any issues with respect to any of the above, including failed studies, ambiguous trial results, safety issues or other regulatory challenges, including delays and other impacts as a result of the spread of the coronavirus disease of 2019, or COVID-19, which we refer to as the COVID-19 pandemic;
- expand our operations in the United States, Europe and potential other geographies in the future; and
- incur additional legal, accounting and other expenses associated with operating as an English public company listed in the U.S.

To date, we have funded our operations through private placements of equity and convertible notes. To become and remain profitable, we will need to continue developing and eventually commercialize therapies that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing clinical trials of COMP360 or any future therapeutic candidates, training a sufficient number of qualified therapists to deliver our investigational COMP360 psilocybin therapy, using digital technologies and solutions to enhance our therapeutic offering, establishing and/or collaborating with providers to develop “Centers of Excellence” where we can conduct trainings for therapists, discovering and developing any future therapeutic candidates, obtaining regulatory approval for any future therapeutic candidates that successfully complete clinical trials, and establishing marketing capabilities. Even if any of the future therapeutic candidates that we may develop are approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved future therapeutic candidate. We are only in the preliminary stages of most of these activities. We may never succeed in these activities and, even if we do, may never generate revenue that is significant enough to achieve profitability.

Because of the numerous risks and uncertainties associated with therapeutic development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. If we are required by the U.S. Food and Drug Administration, or the FDA, the European Medicines Agency, or the EMA, the UK’s medicines regulator, the Medicines and Healthcare products Regulatory Agency, or the MHRA, or other comparable foreign authorities to perform studies in addition to those we currently anticipate, or if there are any delays in completing our clinical trials or the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, our expenses could increase beyond our current expectations and revenue could be further delayed.

Even if we or any future collaborators do generate sales, we may never achieve, sustain or increase profitability on a quarterly or annual basis. Our failure to sustain profitability would depress the market price of our ADSs and could impair our ability to raise capital, expand our business, diversify our

therapeutic offerings or continue our operations. If we continue to suffer losses, investors may not receive any return on their investment and may lose their entire investment.

Even if we complete this offering, we will need substantial additional funding to complete the development and commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate certain or all of our product discovery, therapeutic development, research operations or commercialization efforts.

To date, we have funded our operations through private placements of equity and convertible notes. We expect to require substantial additional funding in the future to sufficiently finance our operations and advance development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. We expect that the net proceeds from this offering, together with our cash and cash equivalents of \$67.6 million as of June 30, 2020, will enable us to fund our operating expenses and capital expenditure requirements until . We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Further, changing circumstances, some of which may be beyond our control, could cause us to consume capital significantly faster than we currently anticipate, and we may need to seek additional funds sooner than planned. Our future funding requirements, both short-term and long-term, will depend on many factors, including:

- the progress, timing and completion of preclinical testing and clinical trials for our current investigational psilocybin therapy program for TRD and for indications outside of TRD or any future therapeutic candidates;
- the outcome, timing and cost of seeking and obtaining regulatory approvals from the FDA, the EMA, the MHRA and comparable foreign regulatory authorities, including the potential for such authorities to require that we perform more nonclinical studies or clinical trials than those that we currently expect or change their requirements on studies that had previously been agreed to;
- the outcome and timing of any scheduling-related decisions by the U.S. Drug Enforcement Administration, or DEA, individual states, and comparable foreign authorities;
- the number of potential future therapeutic candidates we identify and decide to develop, either internally through our research and development efforts or externally through acquisitions, licensing or other collaboration agreements;
- the costs involved in growing our organization to the size needed to allow for the research, development and potential commercialization of our investigational COMP360 psilocybin therapy and any future therapeutic candidates;
- the costs of developing sales and marketing capabilities to target public and private healthcare providers and clinic networks in major markets;
- the costs of training and certifying therapists who are supporting or will support our clinical trials;
- the costs of establishing our Centers of Excellence, which includes conducting clinical trials, including proof of concept studies, to refine our therapeutic model;
- generating and collecting data and intellectual property; and strengthening our regional presence as a scientific and clinical resource;
- the costs of developing and testing digital technology solutions to improve the patient experience;

- the costs involved in filing patent applications and maintaining and enforcing patents or defending against claims of infringements raised by third parties;
- the time and costs involved in obtaining regulatory approval for COMP360 or any future therapeutic candidates, and any delays we may encounter as a result of evolving regulatory requirements or adverse results with respect to COMP360 or any future therapeutic candidates;
- selling and marketing activities undertaken in connection with the potential commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved, and costs involved in the creation of an effective sales and marketing organization;
- the amount of revenue, if any, we may derive either directly or in the form of royalty payments from future sales of our investigational COMP360 psilocybin therapy and any future therapeutic candidates, if approved; and
- the costs of operating as a public company.

Until we can generate sufficient revenue to finance our cash requirements, which we may never do, we expect to finance our future cash needs through a combination of equity offerings, debt financings, strategic collaborations and alliances, licensing arrangements or monetization transactions.

Our ability to raise additional funds will depend on financial, economic and market conditions and other factors, over which we may have no or limited control. If adequate funds are not available on commercially acceptable terms when needed, we may be forced to delay, reduce or terminate the development or commercialization of all or part of our research programs or our investigational COMP360 psilocybin therapy or any future therapeutic candidate, or we may be unable to take advantage of future business opportunities. Market volatility resulting from the COVID-19 pandemic and the related U.S. and global economic impact or other factors could also adversely impact our ability to access capital as and when needed.

We cannot guarantee that future financing will be available in sufficient amounts, or on commercially reasonable terms, or at all. Moreover, the terms of any financing may adversely affect the holdings or the rights of holders of our ADSs, the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our ADSs to decline. The incurrence of indebtedness could result in increased fixed payment obligations and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborators or others at an earlier stage than otherwise would be desirable and we may be required to relinquish rights to COMP360 or any future therapeutics candidates or otherwise agree to terms unfavorable to us, any of which may have a material adverse effect on our business, operating results and prospects. Further, any additional fundraising efforts may divert our management from its day-to-day activities, which may adversely affect our ability to develop and commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

In addition, heightened regulatory scrutiny could have a negative impact on our ability to raise capital. Our business activities rely on developing laws and regulations in multiple jurisdictions. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any proposals will become law. The regulatory uncertainty surrounding our investigational COMP360 psilocybin therapy or any future therapeutic candidates may adversely affect our business and operations, including without limitation, our ability to raise additional capital.

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

In July 2015, The Compass Trust Limited, a non-profit private limited company incorporated in England and Wales, was incorporated by two of our co-founders, George Goldsmith and Ekaterina Malievskaia. Its purpose was to support the research and development of psilocybin therapy for end-of-life anxiety. In June 2016, Mr. Goldsmith and Dr. Malievskaia formed COMPASS Pathways Technologies Limited, a for-profit private limited company incorporated in England and Wales, to manufacture psilocybin for the research. Later in 2016, following discussion with regulators and health technology assessment agencies, Mr. Goldsmith and Dr. Malievskaia began considering the development of psilocybin therapy for TRD, given the significant unmet need in this area. In 2017, Compass Pathways Technologies Limited was renamed Compass Pathways Limited and began to carry out clinical trial and funding activities, and The Compass Trust Limited was dissolved. In August 2020, Compass Pathways Technologies Limited was renamed COMPASS Pathfinder Limited and became, through its parent company, Compass Pathfinder Holdings Limited, a wholly owned indirect subsidiary of COMPASS Pathways plc in connection with our corporate reorganization, which was completed on August 21, 2020.

To date, we have invested most of our resources in developing our investigational COMP360 psilocybin therapy, building our intellectual property portfolio, conducting business planning, raising capital and providing administrative support for these operations. We have not yet demonstrated an ability to conduct later-stage clinical trials, obtain regulatory approvals, manufacture a commercial-scale product, conduct sales and marketing activities necessary for successful product commercialization or obtain reimbursement in the countries of sale.

We may encounter unforeseen expenses, difficulties, complications, delays and other known or unknown factors in achieving our business objectives. We will eventually need to transition from a company with a development focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

We expect our financial condition and operating results to continue to fluctuate significantly from quarter to quarter and year to year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any quarterly or annual periods as indications of future operating performance.

Raising additional capital may cause dilution to holders of our ordinary shares or purchasers of ADSs in this offering, restrict our operations or require us to relinquish rights to COMP360 or any future therapeutic candidates.

We may seek additional capital through a combination of equity offerings, debt financings, strategic collaborations and alliances, licensing arrangements or monetization transactions. To the extent that we raise additional capital through the sale of equity, convertible debt securities or other equity-based derivative securities, your ownership interest will be diluted and the terms may include liquidation or other preferences that adversely affect your rights as a shareholder. Any indebtedness we incur would result in increased fixed payment obligations and could involve restrictive covenants, such as limitations on our ability to incur additional debt, acquire or license intellectual property rights, declare dividends, make capital expenditures and other operating restrictions that could adversely impact our ability to conduct our business. Furthermore, the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our ADSs to decline and existing shareholders may not agree with our financing plans or the terms of such financings. If we raise additional funds through strategic collaborations and alliances, licensing arrangements or monetization transactions with third parties, we may have to relinquish valuable rights to our investigational COMP360 psilocybin therapy or any future therapeutic candidates or otherwise agree to terms unfavorable to us, any of which may have a material adverse effect on our business, operating results and prospects. Adequate additional financing may not be available to us on acceptable terms, or at all. If we are unable to raise additional funds when needed, we may be required to delay, limit, reduce or terminate our product development or

future commercialization efforts or grant rights to develop and market our investigational COMP360 psilocybin therapy or any future therapeutic candidates that we would otherwise prefer to develop and market ourselves. Further, any additional fundraising efforts may divert our management from its day-to-day activities, which may adversely affect our ability to develop and commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

Exchange rate fluctuations may materially affect our results of operations and financial condition.

Due to the international scope of our operations, our assets, earnings and cash flows are influenced by movements in exchange rates of several currencies, particularly the U.S. dollar, the pound sterling and the euro. Our reporting currency is denominated in U.S. dollars and our functional currency is the pound sterling (except that the functional currency of our U.S. subsidiaries is the U.S. dollar) and the majority of our operating expenses are paid in pound sterling. We also regularly acquire services, consumables and materials in U.S. dollars, pound sterling and the euro. Further potential future revenue may be derived from abroad, particularly from the United States. As a result, our business and the price of our ADSs may be affected by fluctuations in foreign exchange rates between the pound sterling and these other currencies, which may also have a significant impact on our results of operations and cash flows from period to period. Currently, we do not have any exchange rate hedging arrangements in place. See Note 2 in the notes to our annual financial statements appearing elsewhere in this prospectus for a description of foreign exchange risks.

In addition, the possible abandonment of the euro by one or more members of the European Union, or the EU, could materially affect our business in the future. Despite measures taken by the EU to provide funding to certain EU member states in financial difficulties and by a number of European countries to stabilize their economies and reduce their debt burdens, it is possible that the euro could be abandoned in the future as a currency by countries that have adopted its use. This could lead to the re-introduction of individual currencies in one or more EU member states, or in more extreme circumstances, the dissolution of the EU. The effects on our business of a potential dissolution of the EU, the exit of one or more EU member states from the EU or the abandonment of the euro as a currency, are impossible to predict with certainty, and any such events could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Development, Clinical Testing and Commercialization of Our Investigational COMP360 Psilocybin Therapy and Any Future Therapeutic Candidates

We are dependent on the successful development of our investigational COMP360 psilocybin therapy. We cannot give any assurance that COMP360 will successfully complete clinical trials or receive regulatory approval, which is necessary before it can be commercialized.

We currently have no therapies that are approved for commercial sale and may never be able to develop marketable therapies. We expect that a substantial portion of our efforts and expenditures over the next several years will be devoted to our investigational COMP360 psilocybin therapy, which is currently our only therapeutic candidate in development. Accordingly, our business currently depends on the successful regulatory approval of COMP360 and the commercialization of our investigational COMP360 psilocybin therapy. We cannot be certain that COMP360 will receive regulatory approval or that our therapy will be successfully commercialized even if we receive regulatory approval. If we were required to discontinue development of our investigational COMP360 psilocybin therapy, or if COMP360 does not receive regulatory approval or fails to achieve significant market acceptance, we would be delayed by many years in our ability to achieve profitability, if ever.

The research, testing, manufacturing, safety, efficacy, labeling, approval, sale, marketing, and distribution of psilocybin is, and will remain, subject to comprehensive regulation by the FDA, the DEA, the EMA, the MHRA and foreign regulatory authorities. Failure to obtain regulatory approval in the United States, Europe or other jurisdictions will prevent us from commercializing and marketing our investigational COMP360 psilocybin therapy in such jurisdictions.

Even if we were to successfully obtain approval from the FDA, the EMA, the MHRA and foreign regulatory authorities for COMP360, any approval might contain significant limitations related to use, as well as restrictions for specified age groups, warnings, precautions or contraindications. In addition, we anticipate that any regulatory approval of COMP360 may include specific requirements or restrictions on the involvement or conduct of trained therapists in the administration of our investigational COMP360 psilocybin therapy and we have not yet received any specific guidance from the FDA, the EMA, the MHRA or other regulatory bodies regarding such requirements or restrictions. Furthermore, even if we obtain regulatory approval for COMP360, we will still need to develop a commercial infrastructure or develop relationships with collaborators to commercialize including securing availability of third-party therapy sites for the appropriate administration of our investigational COMP360 psilocybin therapy, secure adequate manufacturing, train and secure access to qualified therapists, establish a commercially viable pricing structure and obtain coverage and adequate reimbursement from third-party payors, including government healthcare programs. If we, or any future collaborators, are unable to successfully commercialize our investigational COMP360 psilocybin therapy, we may not be able to generate sufficient revenue to continue our business.

The success of our investigational COMP360 psilocybin therapy and any future therapeutic candidates will depend on several factors, including the following:

- successful completion of clinical trials and preclinical studies;
- sufficiency of our financial and other resources to complete the necessary preclinical studies and clinical trials;
- receiving regulatory approvals or clearance for conducting our planned clinical trials or future clinical trials;
- successful patient enrollment in and completion of clinical trials;
- positive data from our clinical trials that support an acceptable risk-benefit profile of COMP360 and any future therapeutic candidates in the intended populations;
- receipt and maintenance of regulatory and marketing approvals from applicable regulatory authorities;
- establishing and scaling up, either alone or with third-party manufacturers, manufacturing capabilities of clinical supply for our clinical trials and commercial manufacturing, if COMP360 or any future therapeutic candidates are approved;
- entry into collaborations to further the development of our investigational COMP360 psilocybin therapy and any future therapeutic candidates;
- obtaining and maintaining patent and trade secret protection and/or regulatory exclusivity for COMP360 and any future therapeutic candidates;
- successfully launching commercial sales of our investigational COMP360 psilocybin therapy and any future therapeutic candidates, if approved;
- acceptance of COMP360 and any future therapeutic candidates' benefits and uses, if approved, by patients, the medical community and third-party payors;
- maintaining a continued acceptable safety profile of COMP360 and any future therapeutic candidates following approval;

- effectively competing with companies developing and commercializing other therapies in the indications which our investigational COMP360 psilocybin therapy targets;
- obtaining and maintaining healthcare coverage and adequate reimbursement from third-party payors;
- enforcing and defending intellectual property rights and claims; and
- complying with laws and regulations, including laws applicable to controlled substances.

If we are not successful with respect to one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates we develop, which would materially harm our business. If we do not receive marketing approvals for COMP360 and any future therapeutic candidates, we may not be able to continue our operations.

COMP360 is, and any future therapeutic candidates we may develop in the future may be, subject to controlled substance laws and regulations in the territories where the product will be marketed, such as the United States, the UK and the rest of Europe, and failure to comply with these laws and regulations, or the cost of compliance with these laws and regulations, may adversely affect the results of our business operations, both during clinical development and post approval, and our financial condition. In addition, during the review process of COMP360, and prior to approval, the FDA and/or other regulatory bodies may require additional data, including with respect to whether COMP360 has abuse potential. This may delay approval and any potential rescheduling process.

In the United States, psilocybin and its active metabolite, psilocin, are listed by the DEA as “Controlled Substances” or scheduled substances, under the Comprehensive Drug Abuse Prevention and Control Act of 1970, also known as the Controlled Substances Act, or CSA, specifically as a Schedule I substance. The DEA regulates chemical compounds as Schedule I, II, III, IV or V substances. Schedule I substances by definition have a high potential for abuse, have no currently “accepted medical use” in the United States, lack accepted safety for use under medical supervision, and may not be prescribed, marketed or sold in the United States. Pharmaceutical products approved for use in the United States may be listed as Schedule II, III, IV or V, with Schedule II substances considered to present the highest potential for abuse or dependence and Schedule V substances the lowest relative risk of abuse among such substances. Schedule I and II drugs are subject to the strictest controls under the CSA, including manufacturing and procurement quotas, security requirements and criteria for importation. In addition, dispensing of Schedule II drugs is further restricted. For example, they may not be refilled without a new prescription and may have a black box warning. Further, most, if not all, state laws in the United States classify psilocybin and psilocin as Schedule I controlled substances. For any product containing psilocybin to be available for commercial marketing in the United States, psilocybin and psilocin must be rescheduled, or the product itself must be scheduled, by the DEA to Schedule II, III, IV or V. Commercial marketing in the United States will also require scheduling-related legislative or administrative action.

Scheduling determinations by the DEA are dependent on FDA approval of a substance or a specific formulation of a substance. Therefore, while psilocybin and psilocin are Schedule I controlled substances, products approved by the FDA for medical use in the United States that contain psilocybin or psilocin should be placed in Schedules II-V, since approval by the FDA satisfies the “accepted medical use” requirement. If and when COMP360 receives FDA approval, we anticipate that the DEA will make a scheduling determination and place it in a schedule other than Schedule I in order for it to be prescribed to patients in the United States. This scheduling determination will be dependent on FDA approval and the FDA’s recommendation as to the appropriate schedule. During the review process, and prior to approval, the FDA may determine that it requires additional data, either from non-clinical or clinical studies, including with respect to whether, or to what extent, the substance has abuse potential. This may

introduce a delay into the approval and any potential rescheduling process. That delay would be dependent on the quantity of additional data required by the FDA. This scheduling determination will require DEA to conduct notice and comment rule making including issuing an interim final rule. Such action will be subject to public comment and requests for hearing which could affect the scheduling of these substances. There can be no assurance that the DEA will make a favorable scheduling decision. Even assuming categorization as a Schedule II or lower controlled substance (i.e., Schedule III, IV or V), at the federal level, such substances would also require scheduling determinations under state laws and regulations.

If approved by the FDA, and if the finished dosage form of COMP360 is listed by the DEA as a Schedule II, III, or IV controlled substance, its manufacture, importation, exportation, domestic distribution, storage, sale and legitimate use will continue to be subject to a significant degree of regulation by the DEA. In addition, the scheduling process may take significantly longer than the 90-day deadline set forth in the CSA, thereby delaying the launch of our investigational COMP360 psilocybin therapy in the United States. Furthermore, the FDA, DEA, or any foreign regulatory authority could require us to generate more clinical or other data than we currently anticipate to establish whether or to what extent the substance has an abuse potential, which could increase the cost and/or delay the launch of our investigational COMP360 psilocybin therapy and any future therapeutic candidates containing controlled substances. In addition, therapeutic candidates containing controlled substances are subject to DEA regulations relating to manufacturing, storage, distribution and physician prescription procedures, including:

- **DEA registration and inspection of facilities.** Facilities conducting research, manufacturing, distributing, importing or exporting, or dispensing controlled substances must be registered (licensed) to perform these activities and have the security, control, recordkeeping, reporting and inventory mechanisms required by the DEA to prevent drug loss and diversion. All these facilities must renew their registrations annually, except dispensing facilities, which must renew every three years. The DEA conducts periodic inspections of certain registered establishments that handle controlled substances. Obtaining and maintaining the necessary registrations may result in delay of the importation, manufacturing or distribution of COMP360. Furthermore, failure to maintain compliance with the CSA, particularly non-compliance resulting in loss or diversion, can result in regulatory action that could have a material adverse effect on our business, financial condition and results of operations. The DEA may seek civil penalties, refuse to renew necessary registrations, or initiate proceedings to restrict, suspend or revoke those registrations. In certain circumstances, violations could lead to criminal proceedings.
- **State-controlled substances laws.** Individual U.S. states have also established controlled substance laws and regulations. Though state-controlled substances laws often mirror federal law, because the states are separate jurisdictions, they may separately schedule COMP360. While some states automatically schedule a drug based on federal action, other states schedule drugs through rule making or a legislative action. State scheduling may delay commercial sale of any product for which we obtain federal regulatory approval and adverse scheduling could have a material adverse effect on the commercial attractiveness of such product. We or our partners must also obtain separate state registrations, permits or licenses in order to be able to obtain, handle, and distribute controlled substances for clinical trials or commercial sale, and failure to meet applicable regulatory requirements could lead to enforcement and sanctions by the states in addition to those from the DEA or otherwise arising under federal law.
- **Clinical trials.** Because our investigational COMP360 psilocybin therapy contains psilocybin, to conduct clinical trials with COMP360 in the United States prior to approval, each of our research sites must submit a research protocol to the DEA and obtain and maintain a DEA researcher registration that will allow those sites to handle and dispense COMP360 and to obtain the product from our importer. If the DEA delays or denies the grant of a researcher registration to one or more research sites, the clinical trial could be significantly delayed, and we could lose clinical trial

sites. The importer for the clinical trials must also obtain a Schedule I importer registration and an import permit for each import. We do not currently conduct any manufacturing or repackaging/relabeling of either COMP360 or its active ingredients (i.e., psilocybin) in the United States. COMP360 is imported in its fully-finished, packaged and labeled dosage form.

- **Importation.** If COMP360 is approved and classified as a Schedule II, III or IV substance, an importer can import it for commercial purposes if it obtains an importer registration and files an application for an import permit for each import. The DEA provides annual assessments/estimates to the International Narcotics Control Board, which guides the DEA in the amounts of controlled substances that the DEA authorizes to be imported. The failure to identify an importer or obtain the necessary import authority, including specific quantities, could affect the availability of COMP360 and have a material adverse effect on our business, results of operations and financial condition. In addition, an application for a Schedule II importer registration must be published in the Federal Register, and there is a waiting period for third-party comments to be submitted. It is always possible that adverse comments may delay the grant of an importer registration. If COMP360 is approved and classified as a Schedule II controlled substance, federal law may prohibit the import of the substance for commercial purposes. If COMP360 is listed as a Schedule II substance, we will not be allowed to import the drug for commercial purposes unless the DEA determines that domestic supplies are inadequate or there is inadequate domestic competition among domestic manufacturers for the substance as defined by the DEA. Moreover, Schedule I controlled substances, including psilocybin and psilocin, have never been registered with the DEA for importation for commercial purposes, only for scientific and research needs. Therefore, if neither COMP360 nor its drug substance could be imported, COMP360 would have to be wholly manufactured in the United States, and we would need to secure a manufacturer that would be required to obtain and maintain a separate DEA registration for that activity.
- **Manufacture in the United States.** If, because of a Schedule II classification or voluntarily, we were to conduct manufacturing or repackaging/relabeling in the United States, our contract manufacturers would be subject to the DEA's annual manufacturing and procurement quota requirements. Additionally, regardless of the scheduling of COMP360, the active ingredient in the final dosage form is currently a Schedule I controlled substance and would be subject to such quotas as this substance could remain listed on Schedule I. The annual quota allocated to us or our contract manufacturers for the active ingredient in COMP360 may not be sufficient to complete clinical trials or meet commercial demand. Consequently, any delay or refusal by the DEA in establishing our, or our contract manufacturers', procurement and/or production quota for controlled substances could delay or stop our clinical trials or product launches, which could have a material adverse effect on our business, financial position and results of operations.
- **Distribution in the United States.** If COMP360 is scheduled as Schedule II, III or IV, we would also need to identify wholesale distributors with the appropriate DEA registrations and authority to distribute COMP360 and any future therapeutic candidates. These distributors would need to obtain Schedule II, III or IV distribution registrations. This limitation in the ability to distribute COMP360 more broadly may limit commercial uptake and could negatively impact our prospects. The failure to obtain, or delay in obtaining, or the loss of any of those registrations could result in increased costs to us. If COMP360 is a Schedule II drug, participants in our supply chain may have to maintain enhanced security with alarms and monitoring systems and they may be required to adhere to recordkeeping and inventory requirements. This may discourage some pharmacies from carrying the product. In addition, COMP360 will likely be determined to have a high potential for abuse and therefore required to be administered at our trial sites, which could limit commercial uptake. Furthermore, state and federal enforcement actions, regulatory requirements, and legislation intended to reduce prescription drug abuse, such as the requirement that physicians consult a state prescription drug monitoring program, may make physicians less willing to prescribe, and pharmacies to dispense, Schedule II products.

Similarly, the MHRA considers that all Schedule 1 drugs under the UK's Misuse of Drugs Regulations 2001 (which Schedule includes psilocybin and psilocin) have no therapeutic benefit, and can only be imported, exported, produced, supplied and the like under a license issued by the UK Government's Home Office. Psilocybin and psilocin may never be rescheduled under the Misuse of Drugs Regulations 2001, or reclassified under the UK's Misuse of Drugs Act 1971 (under which they are Class A controlled substances).

The potential reclassification of psilocybin and psilocin in the United States could create additional regulatory burdens on our operations and negatively affect our results of operations.

If psilocybin and/or psilocin, other than the FDA-approved formulation, is rescheduled under the CSA as a Schedule II or lower controlled substance (i.e., Schedule III, IV or V), the ability to conduct research on psilocybin and psilocin would most likely be improved. However, rescheduling psilocybin and psilocin may materially alter enforcement policies across many federal agencies, primarily the FDA and DEA. The FDA is responsible for ensuring public health and safety through regulation of food, drugs, supplements, and cosmetics, among other products, through its enforcement authority pursuant to the Federal Food, Drug, and Cosmetic Act, or the FDCA. The FDA's responsibilities include regulating the ingredients as well as the marketing and labeling of drugs sold in interstate commerce. Because it is currently illegal under federal law to produce and sell psilocybin and psilocin, and because there are no federally recognized medical uses, the FDA has historically deferred enforcement related to psilocybin and psilocin to the DEA. If psilocybin and psilocin were to be rescheduled to a federally controlled, yet legal, substance, the FDA would likely play a more active regulatory role. The DEA would continue to be active in regulating manufacturing, distribution and dispensing of such substances. The potential for multi-agency enforcement post-rescheduling could threaten or have a materially adverse effect on our business.

COMP360 contains controlled substances, the use of which may generate public controversy. Adverse publicity or public perception regarding psilocybin or our current or future investigational therapies using psilocybin may negatively influence the success of these therapies.

Therapies containing controlled substances may generate public controversy. Political and social pressures and adverse publicity could lead to delays in approval of, and increased expenses for, COMP360 and any future therapeutic candidates we may develop. Opponents of these therapies may seek restrictions on marketing and withdrawal of any regulatory approvals. In addition, these opponents may seek to generate negative publicity in an effort to persuade the medical community to reject these therapies. For example, we may face media-communicated criticism directed at our clinical development program. Adverse publicity from psilocybin misuse may adversely affect the commercial success or market penetration achievable by our investigational COMP360 psilocybin therapy. Anti-psychedelic protests have historically occurred and may occur in the future and generate media coverage. Political pressures and adverse publicity could lead to delays in, and increased expenses for, and limit or restrict the introduction and marketing of, our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

If COMP360 or any future therapeutic candidates are approved for commercial sale, we will be highly dependent upon consumer perceptions of the safety and quality of our therapies. We may face limited adoption if third-party therapy sites, therapists, and patients are unwilling to try such a novel treatment. There has been a history of negative media coverage regarding psychedelic substances, including psilocybin, which may affect the public's perception of our therapies. In addition, psilocybin elicits intense psychological experiences, and this could deter patients from choosing this course of treatment. We could be adversely affected if we were subject to negative publicity or if any of our therapies or any similar therapies distributed by other companies prove to be, or are asserted to be, harmful to patients. Because of our dependence upon consumer perception, any adverse publicity associated with illness or other adverse effects resulting from patients' use or misuse of our therapies or any similar therapies distributed

by other companies could have a material adverse impact on our business, prospects, financial condition and results of operations.

Future adverse events in research into depression and mental health diseases on which we focus our research efforts, or the pharmaceutical industry more generally, could also result in greater governmental regulation, stricter labeling requirements and potential regulatory delays in the testing or approvals of our therapies. Any increased scrutiny could delay or increase the costs of obtaining regulatory approval for COMP360 or any future therapeutic candidates.

Clinical drug development is a lengthy and expensive process with uncertain timelines and uncertain outcomes. If clinical trials of COMP360 or any future therapeutic candidates are prolonged or delayed, we or our current or future collaborators may be unable to obtain required regulatory approvals, and therefore we will be unable to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates on a timely basis or at all, which will adversely affect our business.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process and our future clinical trial results may not be successful.

We may experience delays in completing our ongoing clinical trial and initiating or completing additional clinical trials. We may also experience numerous unforeseen events during our clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates, including:

- delays in or failure to obtain regulatory approval to commence or modify a trial, including the imposition of a temporary or permanent clinical hold by regulatory authorities for a number of reasons, including after review of an Investigational New Drug Application, or IND, or amendment, clinical trial application, or CTA, or amendment, or equivalent application or amendment, as a result of a finding that the trial presents unreasonable risk to clinical trial participants or a negative finding from an inspection of our clinical trial operations or study sites;
- delays in or failure to reach agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- delays in or failure to obtain institutional review board, or IRB, or ethics committee approval at each site;
- delays in or failure to recruit a sufficient number of suitable patients to participate in a trial;
- failure to have patients complete a trial or return for post-treatment follow-up;
- clinical sites deviating from trial protocol or dropping out of a trial;
- challenges related to conducting adequate and well-controlled clinical trials, including designing an appropriate comparator arm in studies given the potential difficulties related to maintaining the blinding during the trial or placebo or nocebo effects;
- adding new clinical trial sites;
- availability of adequately trained therapists and appropriate third-party clinical trial sites for the conduct of psilocybin therapy sessions, including preparation, psilocybin administration and integration of the therapeutic experience;

- sufficiency of any supporting digital services that may form part of the preparation, integration or long-term follow-up relating to any therapy we develop;
- failure to contract for the manufacture of sufficient quantities of the underlying therapeutic substance for use in clinical trials in a timely manner;
- third-party actions claiming infringement by our investigational COMP360 psilocybin therapy or any future therapeutic candidates in clinical trials and obtaining injunctions interfering with our progress;
- safety or tolerability concerns which could cause us or our collaborators, as applicable, to suspend or terminate a trial if we or our collaborators find that the participants are being exposed to unacceptable health risks;
- changes in regulatory requirements, policies and guidelines;
- lower than anticipated retention rates of patients and patients in clinical trials;
- our third-party research contractors failing to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all;
- delays in establishing the appropriate dosage levels in clinical trials;
- delays in our clinical trials due to the COVID-19 pandemic, due to factors such as a decrease in the willingness or availability of patients to enroll in our clinical trials and challenges in procuring sufficient supplies of the underlying therapeutic substance;
- the quality or stability of the underlying therapeutic substance falling below acceptable standards; and
- business interruptions resulting from geo-political actions, including war and terrorism, natural disasters including earthquakes, typhoons, floods and fires, pandemics, or failures or significant downtime of our information technology systems resulting from cyber-attacks on such systems or otherwise.

We could encounter delays if a clinical trial is suspended or terminated by us, by the institutional review boards, or IRBs of the institutions in which such trials are being conducted or ethics committees, by the Data Review Committee, or DRC, or Data Safety Monitoring Board for such trial or by the FDA, the EMA, the MHRA or other regulatory authorities or if the DEA registration of an investigator or site conducting the clinical trial is revoked. Such authorities may impose such a suspension or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA, the EMA, the MHRA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, including those relating to the class to which COMP360 or any future therapeutic candidates belong, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. For example, on June 18, 2018, the FDA placed COMP360 on clinical hold after it reviewed our initial IND submission, citing the need for additional information regarding the structure of the psilocybin sessions, study personnel, and criteria for discharge. We submitted responsive information to our IND, and the FDA removed the clinical hold on August 8, 2018. If we experience delays in the completion of, or termination of, any clinical trial of COMP360 or any future therapeutic candidates, the commercial prospects of our investigational COMP360 psilocybin therapy or any future therapeutic candidates will be harmed, and our ability to generate revenue from any such therapeutic candidates will be delayed. In addition, any delays in completing our clinical trials will likely increase our costs, slow down COMP360 or

any future therapeutic candidate development and approval process and jeopardize our ability to commence sales and generate revenue. Moreover, if we make changes to COMP360 or any future therapeutic candidates, we may need to conduct additional studies to bridge such modified therapeutic candidates to earlier versions, which could delay our clinical development plan or marketing approval for our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Significant clinical trial delays could also allow our competitors to bring therapies to market before we do or shorten any periods during which we have the exclusive right to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates and impair our ability to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates and may harm our business and results of operations.

Any of these occurrences may harm our business, financial condition and prospects significantly. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of COMP360 or any future therapeutic candidates or result in the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates being stopped early.

Our clinical trials may fail to demonstrate substantial evidence of the safety and effectiveness of COMP360 or any future product candidates that we may identify and pursue, which would prevent, delay or limit the scope of regulatory approval and commercialization.

Before obtaining regulatory approvals for the commercial sale of our investigational COMP360 psilocybin therapy or future therapeutic candidates, we must demonstrate through lengthy, complex and expensive nonclinical studies, preclinical studies and clinical trials that the applicable therapeutic candidate is both safe and effective for use in each target indication. A therapeutic candidate must demonstrate an adequate risk versus benefit profile in its intended patient population and for its intended use.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical development process and, because our investigational COMP360 psilocybin therapy is in an early stage of development, there is a high risk of failure and we may never succeed in developing marketable products. Most product candidates that begin clinical trials are never approved by regulatory authorities for commercialization. We have limited experience in designing clinical trials and may be unable to design and execute a clinical trial to support marketing approval.

We cannot be certain that our current clinical trials or any other future clinical trials will be successful. Clinical trials that we conduct may not demonstrate the efficacy and safety necessary to obtain regulatory approval to market our investigational COMP360 psilocybin therapy. In some instances, there can be significant variability in safety or efficacy results between different clinical trials of the same therapeutic candidate due to numerous factors, including changes in trial procedures set forth in protocols, differences in the size and type of the patient populations, changes in and adherence to the clinical trial protocols and the rate of dropout among clinical trial participants. If the results of our ongoing or future clinical trials are inconclusive with respect to the efficacy of COMP360, if we do not meet the clinical endpoints with statistical and clinically meaningful significance, or if there are safety concerns associated with COMP360, we may be delayed in obtaining marketing approval, or we may never obtain marketing approval. Any safety concerns observed in any one of our clinical trials in our targeted indications could limit the prospects for regulatory approval of COMP360 in those and other indications, which could have a material adverse effect on our business, financial condition and results of operations.

Even if our clinical trials are successfully completed, preclinical and clinical data are often susceptible to varying interpretations and analyses and we cannot guarantee that the FDA, the EMA or comparable foreign regulatory authorities will interpret the results as we do. Accordingly, more trials could be required before we submit COMP360 for approval. To the extent that the results of the trials are not satisfactory to

the FDA, the EMA or comparable foreign regulatory authorities for support of a marketing application, approval of COMP360 may be significantly delayed, or we may be required to expend significant resources, which may not be available to us, to conduct additional trials in support of potential approval of COMP360. Moreover, results acceptable to support approval in one jurisdiction may be deemed inadequate by another regulatory authority to support regulatory approval in that other jurisdiction. Due to the inherent risk in the development of therapeutic substances, there is a significant likelihood that COMP360 and any future therapeutic candidates will not successfully complete development and receive approval. Many other companies that believed their therapeutic candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain regulatory approval for the marketing of their therapy. If we do not receive regulatory approvals for COMP360 or future therapeutic candidates, we may not be able to continue our operations. Even if regulatory approval is secured for COMP360 or any future therapeutic candidate, the terms of such approval may limit the scope and use of a specific therapeutic candidate, which may also limit its commercial potential.

Interim, top-line and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data. These data may not be sufficient to support regulatory submissions or approvals.

From time to time, we may publish interim, top-line or preliminary data from our clinical trials. We may decide to conduct an interim analysis of the data after a certain number or percentage of subjects have been enrolled, but before completion of the trial. Similarly, we may report top-line or preliminary results of primary and key secondary endpoints before the final trial results are completed. Interim, top-line and preliminary data from our clinical trials may change as more patient data or analyses become available. Preliminary, top-line or interim data from our clinical trials are not necessarily predictive of final results. Interim, top-line and preliminary data are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues, more patient data become available and we issue our final clinical trial report. Interim, top-line and preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim, top-line and preliminary data should be viewed with caution until the final data are available. Material adverse changes in the final data compared to the interim data could significantly harm our business prospects.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular therapeutic candidate and our company in general, and regulatory agencies may request further data from us. In addition, you or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular therapeutic candidate. If the top-line data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize COMP360 or any future product candidate, our business, operating results, prospects or financial condition may be harmed.

The regulatory approval process of the FDA, the EMA, the MHRA and comparable foreign authorities are lengthy, time-consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for COMP360 and any future therapeutic candidates, our business will be substantially harmed.

We have not previously submitted a New Drug Application, or NDA, to the FDA, or a Marketing Authorization Application, or MAA, to the EMA or the MHRA. Before obtaining regulatory approvals for the commercial sale of COMP360 or any future therapeutic candidates, we must demonstrate through lengthy, complex and expensive preclinical testing and clinical trials that COMP360 and any future therapeutic candidates are both safe and effective for use in each target indication. Clinical testing is

expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process, and, because COMP360 is in an early stage of development, there is a high risk of failure and we may never succeed in developing marketable products.

The time required to obtain approval by the FDA, the EMA, the MHRA and comparable foreign authorities is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations, or the type and amount of clinical data necessary to gain approval may change during the course of a therapeutic candidate's clinical development and may vary among jurisdictions. We have not obtained regulatory approval for COMP360. It is possible that neither COMP360 nor any future therapeutic candidates we may seek to develop in the future will ever obtain regulatory approval.

COMP360 or any future therapeutic candidates could fail to receive regulatory approval from the FDA, the EMA, the MHRA or comparable foreign regulatory authorities or be precluded from commercial marketing for many reasons, including the following:

- the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may disagree with, question or request changes in the design or implementation of our clinical trials;
- the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may determine that COMP360 or any future therapeutic candidates are not safe and effective, only moderately effective, or have undesirable or unintended side effects, toxicities, or other characteristics that preclude our obtaining marketing approval or prevent or limit commercial use;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, the EMA, the MHRA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that our investigational COMP360 psilocybin therapy or any future therapeutic candidate's clinical and other benefits outweigh its safety risks;
- the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our investigational COMP360 psilocybin therapy or any future therapeutic candidates may not be sufficient to support the submission of an NDA or other submission, or to obtain regulatory approval in the United States or elsewhere;
- the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may find deficiencies with or fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies;
- the approval policies or regulations of the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval; and
- the potential risk of our novel therapy and delivery method, including the use of third-party clinical trial sites and therapists.

This lengthy approval process, as well as the unpredictability of future clinical trial results, may result in our failing to obtain regulatory approval to market any COMP360 or any future therapeutic candidates, which would significantly harm our business, results of operations and prospects. The FDA, the EMA, the MHRA and other comparable foreign authorities have substantial discretion in the approval process and determining when or whether regulatory approval will be obtained for any of COMP360 or any future

therapeutic candidates. Even if we believe the data collected from clinical trials of COMP360 or any future therapeutic candidates are promising, such data may not be sufficient to support approval by the FDA, the EMA, the MHRA or any other regulatory authority. If COMP360 or any future therapeutic candidates fails to obtain approval on the basis of any applicable condensed regulatory approval process, this will prevent such therapeutic candidate from obtaining approval on a shortened time frame, or at all, resulting in increased expenses which would materially harm our business.

In addition, even if we were to obtain approval, regulatory or pricing authorities may approve COMP360 or any future therapeutic candidates for fewer or more limited indications than we request, may not approve the price we intend to charge for our therapies, may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a therapeutic candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that therapeutic candidate. For example, esketamine, a drug targeting major depressive disorder, or MDD, is only available through a Risk Evaluation and Mitigation Strategy, or REMS, program, under the applicable FDA regulations. Any of the foregoing scenarios may have a negative impact on the commercial prospects for our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

Even if COMP360 or any future therapeutic candidates obtain regulatory approval, we will be subject to ongoing obligations and continued regulatory review, which may result in significant additional expense. Additionally, any such therapeutic candidates, if approved, could be subject to labeling and other restrictions and market withdrawal and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

If the FDA, the EMA, the MHRA or a comparable foreign regulatory authority approves COMP360 or any future therapeutic candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for the therapy and underlying therapeutic substance will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with current good manufacturing practices, or cGMPs, and with good clinical practices, or GCPs, for any clinical trials that we conduct post-approval, all of which may result in significant expense and limit our ability to commercialize such therapies. Later discovery of previously unknown problems with any approved therapeutic candidate, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the labeling, distribution, marketing or manufacturing of COMP360 or any future therapeutic candidates, withdrawal of the product from the market, or product recalls;
- untitled and warning letters, or holds on clinical trials;
- refusal by the FDA, the EMA, the MHRA or other foreign regulatory body to approve pending applications or supplements to approved applications we filed or suspension or revocation of license approvals;
- requirements to conduct post-marketing studies or clinical trials;
- restrictions on coverage by third-party payors;
- fines, restitution or disgorgement of profits or revenue;
- suspension or withdrawal of marketing approvals;

- product seizure or detention, or refusal to permit the import or export of the product; and
- injunctions or the imposition of civil or criminal penalties.

In addition, any regulatory approvals that we receive for COMP360 or any future therapeutic candidates may also be subject to limitations on the approved indicated uses for which the therapy may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including Phase IV clinical trials, and surveillance to monitor the safety and efficacy of such therapeutic candidates. For instance, we believe that COMP360, if approved, would be subject to a REMS program, under the applicable FDA regulations. REMS programs are costly and time-consuming for providers to comply with, involving high administrative burden, which could delay or limit our ability to commercialize our investigational COMP360 psilocybin therapy.

If there are changes in the application of legislation, regulations or regulatory policies, or if problems are discovered with our investigational COMP360 psilocybin therapy or our manufacture of an underlying therapeutic substance, or if we or one of our distributors, licensees or co-marketers fails to comply with regulatory requirements, the regulators could take various actions. These include imposing fines on us, imposing restrictions on the therapeutic or its manufacture and requiring us to recall or remove the therapeutic from the market. The regulators could also suspend or withdraw our marketing authorizations, requiring us to conduct additional clinical trials, change our therapeutic labeling or submit additional applications for marketing authorization. If any of these events occurs, our ability to sell such therapy may be impaired, and we may incur substantial additional expense to comply with regulatory requirements, which could materially adversely affect our business, financial condition and results of operations.

COMP360 and any future therapeutic candidates we may develop may have serious adverse, undesirable or unacceptable side effects which may delay or prevent marketing approval. If such side effects are identified during the development of COMP360 or any future therapeutic candidates or following approval, if any, we may need to abandon our development of such therapeutic candidates, the commercial profile of any approved label may be limited, or we may be subject to other significant negative consequences.

Although existing evidence supports the safety and low toxicity of psilocybin, undesirable side effects that may be caused by COMP360 or any future therapeutic candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label, a requirement that we implement a REMS plan to ensure that the benefits of the therapy outweigh its risks, or the delay or denial of regulatory approval by the FDA, the EMA, the MHRA or other comparable foreign authorities. We or regulatory authorities may also learn of and take similar actions based on side effects related to COMP360 or compounds similar to COMP360 or any future therapeutic candidates in studies not conducted by us, including in investigator-initiated studies or studies conducted by other sponsors, from spontaneous reports of use of psilocybin outside of the clinical trial setting or from safety reports in literature.

The results of future clinical studies may show that COMP360 or any future therapeutic candidates cause undesirable or unacceptable side effects or even death. There can be no assurance that deaths or serious side effects will not occur, even in a clinical setting. To date, two patients have experienced suspected, unexpected serious adverse reactions, or SUSARs. Both patients and study teams remain blinded to the dose received. One patient experienced a SUSAR of adjustment disorder more than a month after administration, which led to hospitalization. The event was adjudicated by the investigator to be moderate in severity and possibly related to study medication. Another patient experienced a SUSAR of suicidal ideation several weeks after administration which required hospitalization and was adjudicated by the investigator to be severe and possibly related to study medication. In the event serious side effects occur, our trials could be suspended or terminated and the FDA, the EMA, the MHRA or comparable foreign regulatory authorities could order us to cease further development of or deny approval of COMP360 or any future therapeutic candidates for any or all targeted indications. The drug-related side

effects could affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Further, because of the high variability in how different individuals react to psilocybin, certain patients may have negative experiences with the treatment that could subject us to liability or, if publicized, reputational harm. Any of these occurrences may harm our business, financial condition and prospects significantly.

Clinical trials are conducted in representative samples of the potential patient population which may have significant variability. Even if we receive regulatory approval for COMP360 or any future therapeutic candidates, we will have tested them in only a limited number of patients during our clinical trials. Clinical trials are by design based on a limited number of subjects and of limited duration for exposure to the therapy used to determine whether, on a potentially statistically significant basis, the planned safety and efficacy of any such therapeutic candidate can be achieved. As with the results of any statistical sampling, we cannot be sure that all side effects of COMP360 or any future therapeutic candidates may be uncovered, and it may be the case that only with a significantly larger number of patients exposed to such therapeutic candidate for a longer duration, may a more complete safety profile be identified. Further, even larger clinical trials may not identify rare serious adverse effects or the duration of such studies may not be sufficient to identify when those events may occur. If our applications for marketing are approved and more patients begin to use our therapy, new risks and side effects associated with our therapies may be discovered. There have been other products and therapies that have been approved by the regulatory authorities but for which safety concerns have been uncovered following approval. Such safety concerns have led to labelling changes or withdrawal of therapies from the market, and our investigational COMP360 psilocybin therapy and any future therapeutic candidates may be subject to similar risks. We might have to withdraw or recall our investigational COMP360 psilocybin therapy and any future therapeutic candidates from the marketplace. We may also experience a significant drop in the potential future sales of our investigational COMP360 psilocybin therapy or any future therapeutic candidates if and when regulatory approvals for such therapy are obtained, experience harm to our reputation in the marketplace or become subject to lawsuits, including class actions. Any of these results could decrease or prevent any sales of our approved therapeutic candidates, if any, or substantially increase the costs and expenses of commercializing and marketing our investigational COMP360 psilocybin therapy and any future therapeutic candidates.

Additionally, if our investigational COMP360 psilocybin therapy or any future therapeutic candidates receive marketing approval and we or others later identify undesirable or unacceptable side effects caused by such therapeutic candidates, a number of potentially significant negative consequences could result, including the following:

- regulatory authorities may withdraw approvals of such therapies and require us to take our approved therapeutic candidates, if any, off the market;
- regulatory authorities may require the addition of labeling statements, specific warnings, a contraindication or field alerts to physicians and pharmacies;
- regulatory authorities may require a medication guide outlining the risks of such side effects for distribution to patients, or that we implement a REMS plan to ensure that the benefits of the therapeutic candidate outweigh its risks;
- we may be required to change the way the therapy is administered, conduct additional clinical trials or change the labeling of the therapeutic candidate;
- we may be subject to limitations on how we may promote the therapeutic candidate;
- sales of the therapy may decrease significantly;
- we may be subject to litigation or product liability claims; and

- our reputation may suffer.

Any of these events could prevent us or our potential future collaborators from achieving or maintaining market acceptance of the affected therapeutic candidate or could substantially increase commercialization costs and expenses, which in turn could delay or prevent us from generating significant revenue from the sale of our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

Even if we obtain FDA, EMA or MHRA approval for COMP360 or any future therapeutic candidates that we may identify and pursue in the United States, Europe or the UK, we may never obtain approval to commercialize any such therapeutic candidates outside of those jurisdictions, which would limit our ability to realize their full market potential.

In order to market any products outside of the United States, we must establish and comply with numerous and varying regulatory requirements of other countries regarding safety and effectiveness. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Approval processes vary among countries and can involve additional product testing and validation and additional or different administrative review periods from those in the United States, including additional preclinical studies or clinical trials, as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a therapeutic candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval.

Seeking foreign regulatory approval could result in difficulties and costs and require additional nonclinical studies or clinical trials which could be costly and time-consuming. Regulatory requirements can vary widely from country to country and could delay or prevent the introduction of our investigational COMP360 psilocybin therapy and any future therapeutic candidates in those countries. The foreign regulatory approval process may include all of the risks associated with obtaining FDA, EMA or MHRA approval. We do not have any therapeutic candidates approved for sale in any jurisdiction, including international markets, and we do not have experience in obtaining regulatory approval in international markets for COMP360 or any future therapeutic candidates. If we fail to comply with regulatory requirements in international markets or to obtain and maintain required approvals, or if regulatory approval in international markets is delayed, our target market will be reduced and our ability to realize the full market potential of our investigational COMP360 psilocybin therapy and any future therapeutic candidates will be harmed.

The results of preclinical studies and early-stage clinical trials of our investigational COMP360 psilocybin therapy or any future therapeutic candidates may not be predictive of the results of later stage clinical trials. Initial success in our ongoing clinical trials may not be indicative of results obtained when these trials are completed or in later stage trials.

Therapeutic candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and initial clinical trials. Furthermore, there can be no assurance that any of our clinical trials will ultimately be successful or support further clinical development of COMP360 or any future therapeutic candidates. There is a high failure rate for drugs proceeding through clinical trials. A number of companies in the pharmaceutical industry have suffered significant setbacks in clinical development even after achieving promising results in earlier studies.

Research and development of drugs targeting the central nervous system is particularly difficult, which makes it difficult to predict and understand why the drug has a positive effect on some patients but not others.

Discovery and development of new drugs targeting central nervous system, or CNS, disorders are particularly difficult and time-consuming, evidenced by the higher failure rate for new drugs for CNS

disorders compared with most other areas of drug discovery. For example, in 2019, both Rapastinel and SAGE-217, two new drugs targeting MDD, failed to meet their primary endpoints in Phase III trials. ALKS 5461, another new drug targeting MDD, was rejected by FDA in 2019 after its Phase III trials as FDA required additional clinical data to provide substantial evidence of effectiveness. Any such setbacks in our clinical development could have a material adverse effect on our business and operating results. In addition, our later stage clinical trials may present challenges related to conducting adequate and well-controlled clinical trials, including designing an appropriate comparator arm in trials given the potential difficulties related to maintaining the blinding during the trial or placebo or nocebo effects.

Due to the complexity of the human brain and the central nervous system, it can be difficult to predict and understand why a drug, including COMP360, may have a positive effect on some patients but not others and why some individuals may react to the drug differently from others. Moreover, most of the patients we treat in clinical trials with COMP360 have previously been treated with other drugs or therapies, including serotonergic antidepressants and we believe that the prior use of these drugs or therapies concurrently or up to two weeks prior to administration may interfere with the mechanism of action of or response to our investigational COMP360 psilocybin therapy. The population of those suffering with TRD is large and heterogeneous and individuals may have different levels of severity of TRD. These differences may further result in different reactions to impact the effectiveness of our investigational COMP360 psilocybin therapy. All of these factors may make it difficult to assess the prior use or the overall efficacy of our investigational COMP360 psilocybin therapy.

We depend on enrollment of patients in our clinical trials for COMP360 and any future therapeutic candidates. If we are unable to enroll patients in our clinical trials, our research and development efforts and business, financial condition and results of operations could be materially adversely affected.

Identifying and qualifying patients to participate in our clinical trials is critical to our success. Patient enrollment depends on many factors, including:

- the size of the patient population required for analysis of the trial's primary endpoints and the process for identifying patients;
- identifying and enrolling eligible patients, including those willing to discontinue use of their existing medications;
- the design of the clinical protocol and the patient eligibility and exclusion criteria for the trial;
- safety profile, to date, of the therapeutic candidate under study;
- the willingness or availability of patients to participate in our trials, including due to the perceived risks and benefits, stigma or other side effects of use of a controlled substance;
- the willingness or availability of patients to participate in our trials, including due to impacts of the COVID-19 pandemic;
- perceived risks and benefits of our approach to treatment of indication;
- the proximity of patients to clinical sites;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- the availability of competing clinical trials;
- the availability of new drugs approved for the indication the clinical trial is investigating;

- clinicians' and patients' perceptions of the potential advantages of the drug being studied in relation to other available therapies, including any new therapies that may be approved for the indications we are investigating; and
- our ability to obtain and maintain patient informed consents.

Even once enrolled, we may be unable to retain a sufficient number of patients to complete any of our trials.

In addition, any negative results we may report in clinical trials of COMP360 or any future therapeutic candidates may make it difficult or impossible to recruit and retain patients in other clinical trials of that same therapeutic candidate. Delays in the enrollment for any clinical trial of COMP360 or any future therapeutic candidates will likely increase our costs, slow down COMP360 approval process and delay or potentially jeopardize our ability to commence sales of our investigational COMP 360 psilocybin therapy and generate revenue. In addition, some of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of COMP360 or any future therapeutic candidates.

Further, timely enrollment in clinical trials is reliant on clinical trial sites which may be adversely affected by global health matters, including, among other things, pandemics. For example, our clinical trial sites may be located in regions currently affected by the COVID-19 pandemic or which may in the future be impacted by this or other pandemics. Some factors from the COVID-19 pandemic that we believe may adversely affect enrollment in our trials include:

- the diversion of healthcare resources away from the conduct of clinical trial matters to focus on pandemic concerns, including the attention of infectious disease physicians serving as our clinical trial investigators, hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- the limitation of available participants for our trials;
- the inability of patients, therapists or physicians to come to hospitals and universities to participate in our trials, leading to delays and increased costs;
- limitations on travel that interrupt key trial activities, such as clinical trial site initiations and monitoring and patient preparation and integration sessions;
- interruption in global shipping affecting the transport of clinical trial materials, such as investigational drug product and comparator drugs used in our trials; and
- employee furlough days that delay necessary interactions with local regulators, ethics committees and other important agencies and contractors.

These and other factors arising from the COVID-19 pandemic could worsen in countries that are already afflicted with the virus or could continue to spread to additional countries, each of which may further adversely impact our clinical trials. The global outbreak of COVID-19 continues to evolve and the conduct of our trials may continue to be adversely affected, despite efforts to mitigate this impact.

We have never commercialized a therapeutic candidate before and may lack the necessary expertise, personnel and resources to successfully commercialize our therapies on our own or with suitable collaborators.

While we are currently assembling a sales and marketing infrastructure, we have limited organizational experience in the sale or marketing of therapeutic candidates. To achieve commercial success for any approved therapy, we must develop or acquire a sales and marketing organization, outsource these functions to third parties or enter into partnerships.

If our investigational COMP360 psilocybin therapy is approved for commercial sale, we plan on establishing our own market access and commercialization capabilities in primary markets in North America and in the EU. In select geographies, we might also consider relying on the support of a Contract Sales Organization, or CSO, or enter into commercialization arrangements with companies with relevant commercialization capabilities. There are risks involved in establishing our own sales and marketing capabilities, as well as with entering into arrangements with third parties to perform these services. Even if we establish sales and marketing capabilities, we may fail to launch our therapies effectively or to market our therapies effectively since we have limited organizational experience in the sales and marketing of therapeutic substances. In addition, recruiting and training a sales force is expensive and time-consuming, and could delay any therapeutic launch. In the event that any such launch is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel. Factors that may inhibit our efforts to commercialize our therapies on our own include:

- our inability to train an adequate number of therapists to meet the demand for psilocybin therapy;
- the ability of our therapists to perform their roles consistently with our training and our guidelines for the administration of our investigational COMP360 psilocybin therapy;
- our inability to recruit, train and retain effective market access and commercial personnel;
- the inability of commercial personnel to obtain access to or educate adequate numbers of physicians on the benefits of prescribing any future therapies;
- our inability to identify a sufficient number of treatment centers in third-party therapy sites to meet the demands of our therapies;
- the lack of complementary therapies to be offered by our commercial personnel, which may put us at a competitive disadvantage relative to companies with more extensive therapeutic lines;
- unforeseen costs and expenses associated with creating an independent market access and commercial organization; and
- costs of market access and commercialization above those anticipated by us.

If we enter into arrangements with third parties to perform market access and commercial services for any approved therapies, the revenue or the profitability of these revenue to us could be lower than if we were to commercialize any therapies that we develop ourselves. Such collaborative arrangements may place the commercialization of any approved therapies outside of our control and would make us subject to a number of risks including that we may not be able to control the amount or timing of resources that our collaborative partner devotes to our therapies or that our collaborator's willingness or ability to complete its obligations, and our obligations under our arrangements may be adversely affected by business combinations or significant changes in our collaborator's business strategy. We may not be successful in entering into arrangements with third parties to commercialize our therapies or may be

unable to do so on terms that are favorable to us. Acceptable third parties may fail to devote the necessary resources and attention to commercialize our therapies effectively, to set up sufficient number of treatment centers in third-party therapy sites, or to recruit, train and retain adequate number of therapists to administer our therapies. In addition, we are exploring ways in which we can use digital technology to improve the patient experience and therapeutic outcomes of our therapies. Commercialization partners may lack incentives to promote our digital technology and we may face difficulties in implementing our digital technologies in third-party therapy sites through such third parties.

If we do not establish commercial capabilities successfully, either on our own or in collaboration with third parties, we may not be successful in commercializing our therapies, which in turn would have a material adverse effect on our business, prospects, financial condition and results of operations.

The future commercial success of our investigational COMP360 psilocybin therapy or any future therapeutic candidates will depend on the degree of market access and acceptance of our potential therapies among healthcare professionals, patients, healthcare payors, health technology assessment bodies and the medical community at large.

We may never have a therapy that is commercially successful. To date, we have no therapy authorized for marketing. Our investigational COMP360 psilocybin therapy requires further clinical investigation, regulatory review, significant market access and marketing efforts and substantial investment before it can produce any revenue. Furthermore, if approved, our therapy may not achieve an adequate level of acceptance by payors, health technology assessment bodies, healthcare professionals, patients and the medical community at large, and we may not become profitable. The level of acceptance we ultimately achieve may be affected by negative public perceptions and historic media coverage of psychedelic substances, including psilocybin. Because of this history, efforts to educate the medical community and third-party payors and health technologies assessment bodies on the benefits of our investigational COMP360 psilocybin therapy may require significant resources and may never be successful, which would prevent us from generating significant revenue or becoming profitable. Market acceptance of our future therapies by healthcare professionals, patients, healthcare payors and health technology assessment bodies will depend on a number of factors, many of which are beyond our control, including, but not limited to, the following:

- acceptance by healthcare professionals, patients and healthcare payors of each therapy as safe, effective and cost-effective;
- changes in the standard of care for the targeted indications for any therapeutic candidate;
- the strength of sales, marketing and distribution support;
- potential product liability claims;
- the therapeutic candidate's relative convenience, ease of use, ease of administration and other perceived advantages over alternative therapies;
- the prevalence and severity of adverse events or publicity;
- limitations, precautions or warnings listed in the summary of therapeutic characteristics, patient information leaflet, package labeling or instructions for use;
- the cost of treatment with our therapy in relation to alternative treatments;
- the steps that prescribers and dispensers must take, given that COMP360 includes a controlled substance, as well as the perceived risks based upon its controlled substance status;

- the ability to manufacture our product in sufficient quantities and yields;
- the availability and amount of coverage and reimbursement from healthcare payors, and the willingness of patients to pay out of pocket in the absence of healthcare payor coverage or adequate reimbursement;
- the willingness of the target patient population to try, and of healthcare professionals to prescribe, the therapy;
- any potential unfavorable publicity, including negative publicity associated with recreational use or abuse of psilocybin;
- any restrictions on the use, sale or distribution of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, including through REMS;
- the extent to which therapies are approved for inclusion and reimbursed on formularies of hospitals and managed care organizations; and
- whether our therapies are designated under physician treatment guidelines or under reimbursement guidelines as a first-line, second-line, third-line or last-line therapy.

If our investigational COMP360 psilocybin therapy or any future therapeutic candidates fail to gain market access and acceptance, this will have a material adverse impact on our ability to generate revenue to provide a satisfactory, or any, return on our investments. Even if some therapies achieve market access and acceptance, the market may prove not to be large enough to allow us to generate significant revenue.

Our business and commercialization strategy depends on our ability to identify, qualify, prepare, certify and support third-party therapy sites offering any approved therapy. If we are unable to do so, our commercialization prospects would be limited and our business, financial condition and results of operations would be harmed.

If we are able to commercialize our investigational COMP360 psilocybin therapy or future therapies, our success will be dependent upon our ability to identify, qualify, prepare, certify and support third-party therapy sites that offer and administer our therapies. Our commercial model of delivering our investigational COMP360 psilocybin therapy will also involve third-party therapists before, during and after the psilocybin administration session, which will be hosted in one of the third-party therapy sites. We intend to commercialize our investigational COMP360 psilocybin therapy and any future therapeutic candidates by building close relationships with qualified third-party therapy sites where these therapists will administer our investigational COMP360 psilocybin therapy. Because we intend to work only with third party sites and providers who agree to adhere strictly to our treatment protocols, we may face limitations on the number of sites available to administer our investigational COMP360 psilocybin therapy. Any such limitations could make it impracticable or impossible for some potential patients to access our investigational COMP360 psilocybin therapy, if approved, which could limit the overall size of our potential patient population and harm our future results of operations. Although we plan to develop Centers of Excellence to train and certify such third-party therapy sites, conduct further research on and continuously improve our treatment protocol, we expect this to involve significant costs, time and resources, and our efforts may not be successful.

If we are unable to establish a sufficient network of third-party therapy sites certified under applicable standards, including regional, national, state or other applicable standards as needed to render psilocybin therapeutic services, including the certifications that such third-party therapy sites may require, it would have a material adverse effect on our business and ability to grow and would adversely affect our results of operations and commercialization efforts. We expect the therapists to be employed by the third-party

therapy sites where the therapists administer our therapies. Third-party therapy sites could, for a number of reasons, demand higher payments for our therapies or take other actions to increase their income from selling our therapies, which could result in higher costs for payors and for our patients to get access to our therapies. For example, legal regimes may have higher levels of licensure which force us to contract with third-party therapy sites that demand higher payment rates to provide psilocybin therapeutic services. In addition, third-party therapy sites may have difficulty meeting regulatory or accreditation requirements.

Given the novel nature of our treatment, third-party therapy sites may face additional financial and administrative burdens in order to deliver any approved therapy, including adhering to a REMS plan in the United States or a Risk Management Program, or RMP, in Europe. The process for a third-party therapy site to obtain a certificate under a REMS plan can be very costly and time-consuming, which could delay a third-party therapy site's ability to provide our therapies and materially adversely affect our commercialization trajectory. Furthermore, third-party therapy sites will need to ensure that they have the necessary infrastructure and equipment in order to deliver our investigational COMP360 psilocybin therapy, such as adequate audio-visual equipment, ancillary equipment and sufficient treatment rooms. This may deter third-party therapy sites from providing our therapeutic candidate and reduce our ability to expand our network and generate revenue. Our ability to develop and maintain satisfactory relationships with third-party therapy sites may otherwise be negatively impacted by other factors not associated with our operations and, in some instances, outside of our direct or indirect control, such as negative perceptions regarding the therapeutic use of psilocybin, changes in Medicare and/or Medicaid or commercial payors reimbursement levels and other pressures on healthcare providers and consolidation activity among hospitals, physician groups and the providers. Reimbursement levels may be inadequate to cover third-party therapy sites' costs of delivering our investigational COMP360 psilocybin therapy. The failure to maintain or to secure new cost-effective contracts with third-party therapy sites may result in a loss of or inability to grow our network of third-party therapy sites, patient base, higher costs to our patients and us, healthcare provider network disruptions and/or difficulty in meeting regulatory or accreditation requirements, any of which could have a material adverse effect on our business, financial condition and results of operations.

We currently rely on qualified therapists working at third-party clinical trial sites to administer our investigational COMP360 psilocybin therapy in our clinical trials and we expect this to continue upon approval, if any, of COMP360 or any future therapeutic candidates. If third-party sites fail to recruit and retain a sufficient number of therapists or effectively manage their therapists, our business, financial condition and results of operations would be materially harmed.

We currently administer our investigational COMP360 psilocybin therapy in our clinical trials through qualified third-party therapists working at third-party clinical trial sites. However, there are currently not enough trained therapists to carry out our investigational COMP360 psilocybin therapy at a commercial scale, and our efforts to facilitate training and certification programs for therapists, including through our planned Centers of Excellence, may be unsuccessful.

While we currently provide training to the therapists and expect to continue providing trainings in the future (either directly or indirectly through third-party providers), we do not currently employ the therapists who deliver our therapies to patients and do not intend to do so in the future. Such therapists are typically employed by the third-party therapy sites. If our investigational COMP360 psilocybin therapy or any future therapeutic candidates are approved for commercialization, third-party therapy sites may demand substantial financial resources from us to recruit and retain a team of qualified therapists to administer our investigational COMP360 psilocybin therapy or any future therapeutic candidates. If the third-party therapy sites fail to recruit, train and retain sufficient number of therapists, our ability to offer and administer our therapies will be greatly harmed, which may in turn reduce the market acceptance rate of our therapies. If this occurs, our commercialization prospects would be negatively affected and our business, financial condition and results of operations would be harmed.

Although we currently provide training and expect to continue providing training to the therapists (directly or through third-party providers), we generally rely on qualified and certified third-party therapy sites to manage the therapists and monitor the administration of our therapies and ensure that the administration process of our therapies comply with our established protocols. However, if not properly managed and supervised, there is a risk that therapists may deviate from our training protocols, fail to follow the guidelines we have established, or abuse patients during psilocybin administration sessions. The therapists might also administer unauthorized therapies to patients using illegal psilocybin compounds in “underground” clinics. Such illegal activities would put the patients at risk and subject us to potential liabilities, litigations, regulatory proceedings and reputational harm. If this were to occur, we may face serious setbacks for our commercialization process and our financial condition and results of operations would be materially harmed.

Commercialization of our therapeutic candidates is dependent on our relationships with affiliated professional entities, which we do not own, to provide physician services, and our business would be adversely affected if those relationships were disrupted.

There is a risk that U.S. state authorities in some jurisdictions may find that our contractual relationships with our affiliated providers and our Centers of Excellence violate laws prohibiting the corporate practice of medicine and certain other health professions. These laws generally prohibit the practice of medicine and certain other health professions by lay persons or entities and are intended to prevent unlicensed persons or entities from interfering with or inappropriately influencing the professional judgment of clinicians and other health care practitioners. The professions subject to corporate practice restrictions and the extent to which each jurisdiction considers particular actions or contractual relationships to constitute improper influence of professional judgment vary across jurisdictions and are subject to change and evolving interpretations by state boards of medicine and other health professions and enforcement agencies, among others. As such, we must monitor our compliance with laws in every jurisdiction in which we operate on an ongoing basis and we cannot guarantee that subsequent interpretation of the corporate practice laws will not further circumscribe our business operations. State corporate practice restrictions also often impose penalties on health professionals for aiding a corporate practice violation, which could discourage clinicians or other licensed professionals from participating in our network of providers or Centers of Excellence. Any difficulty securing clinicians to participate in our network could impair our ability to provide therapies and could have a material adverse effect on our business.

Corporate practice restrictions exist in some form, whether by statute, regulation, professional board or attorney general guidance, or case law, in at least 42 U.S. states, though the broad variation between jurisdictions with respect to the application and enforcement of the doctrine makes establishing an exact count difficult. Because of the prevalence of corporate practice restrictions on medicine, we contract for provider services and other services provided by the Centers for Excellence through various agreements, such as service agreements, rather than employ providers. We expect that these relationships will continue, but we cannot guarantee that they will. The arrangement in which we have entered to comply with state corporate practice of medicine doctrines could subject us to additional scrutiny by federal and state regulatory bodies regarding federal and state fraud and abuse laws. In addition, a material change in our relationship with the Providers, whether resulting from a dispute among the entities, a change in government regulation, or the loss of these affiliations, could impair our ability to provide therapies and could have a material adverse effect on our business, financial condition and results of operations.

Changes in methods of therapeutic candidate manufacturing or formulation may result in additional costs or delay.

As therapeutic candidates are developed through preclinical studies to late-stage clinical trials towards potential approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, may be altered along the way in an effort to optimize processes and results. Any of these changes could cause our investigational COMP360 psilocybin therapy or any future therapeutic candidates to perform differently and affect the results of

planned clinical trials or other future clinical trials conducted with the materials manufactured using altered processes. Such changes may also require additional testing, FDA notification or FDA approval. This could delay completion of clinical trials, require the conduct of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of COMP360 or any future therapeutic candidates and jeopardize our ability to commence product sales and generate revenue.

A Breakthrough Therapy designation by the FDA for COMP360 or any future therapeutic candidates may not lead to a faster development or regulatory review or approval process and it does not increase the likelihood that our investigational COMP360 psilocybin therapy or any future therapeutic candidates will receive marketing approval.

We have received Breakthrough Therapy designation for COMP360 for the treatment of TRD and may seek it for any future therapeutic candidates. A breakthrough therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For drugs that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Drugs designated as breakthrough therapies by the FDA may also be eligible for accelerated approval.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe any future therapeutic candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of a Breakthrough Therapy designation for COMP360 and any future therapeutic candidates may not result in a faster development process, review or approval compared to drugs considered for approval under non-expedited FDA review procedures and does not assure ultimate approval by the FDA. In addition, even though COMP360 has been designated as a breakthrough therapy, the FDA may later decide that it, or any future therapeutic candidates that are designated by FDA as breakthrough therapies, no longer meet the conditions for qualification.

Fast Track designation by the FDA may not actually lead to a faster development or regulatory review or approval process.

We may seek Fast Track designation for COMP360 or any future therapeutic candidates. If a drug is intended for the treatment of a serious or life-threatening condition and the drug demonstrates the potential to address unmet medical needs for this condition, the drug sponsor may apply for Fast Track designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular therapeutic candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we receive Fast Track designation for any future therapeutic candidates, we may not experience a faster development process, review or approval compared to non-expedited FDA review procedures. In addition, the FDA may withdraw Fast Track designation for any therapeutic candidate that is granted Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program.

We may in the future enter into collaborations for the discovery, development and/or commercialization of additional therapeutic candidates or research programs. Such collaborations may not result in the development of commercially viable therapeutic candidates or the generation of significant future revenue, or we may fail to enter into profitable relationships.

We may enter into collaborations with pharmaceutical companies or others for the discovery, development and/or commercialization of future therapeutic candidates or research programs. If we fail to enter into or maintain collaborations on reasonable terms, our ability to discover and develop future

therapeutic candidates and research programs could be delayed or become more costly. Any future collaborations may subject us to a number of risks, including the following:

- the inability to control the amount and timing of resources that our collaboration partner devotes to our future research programs and therapeutic candidates;
- for collaboration agreements where we may be solely or partially responsible for funding development expenses through a defined milestone event, we may never recoup the costs of these investments if the therapeutic candidate fails to achieve regulatory approval or commercial success;
- we may rely on the information and data received from third parties regarding their research programs and therapeutic candidates without independent verification;
- we may not have control of the process conducted by the third party in gathering and composing data regarding their research programs and therapeutic candidates and we may not have formal or appropriate guarantees with respect to the quality and the completeness of such data;
- we may not have sufficient funds to satisfy any milestone, royalty or other payments we may owe to any third party collaborator;
- our collaboration agreements may contain non-competition provisions which place restrictions on our business operations and the therapeutic candidates and/or indications we may pursue;
- a collaborative partner may develop or commercialize a competing therapeutic candidate either by itself or in collaboration with others, including one or more of our competitors;
- our collaborative partners' willingness or ability to complete their obligations under our collaboration arrangements may be adversely affected by business combinations or significant changes in a collaborative partner's strategy;
- our collaborative partners may experience delays in, or increases in the costs of, the discovery and development of our future therapeutic candidates and research programs and we may be required to pay for any cost increases;
- we may have disagreements with collaborative partners, including disagreements over proprietary rights, selection of lead therapeutic candidates, contract interpretation or the preferred course of development that might cause delays or termination of the research, development or commercialization of therapeutic candidates, might lead to additional responsibilities for us with respect to therapeutic candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;
- our collaborative partners may not properly obtain, maintain, defend or enforce intellectual property rights; and
- our collaborative partners may infringe, misappropriate or otherwise violate the intellectual property rights of third parties, which may expose us to litigation and potential liability.

We may face significant competition in seeking appropriate collaborative partners. Our ability to reach a definitive agreement for a collaborative partnership depends, among other things, upon our assessment of a potential collaborator's resources and expertise, the terms and conditions of the proposed partnership and the potential collaborator's evaluation of a number of factors. Proposing, negotiating, and implementing collaborations, licensing arrangements, joint ventures, strategic alliances, or partnerships may be a lengthy and complex process. We have limited institutional knowledge and experience with

respect to such activities and we may also not realize the anticipated benefits of any such transaction or arrangement.

Should any of the foregoing risks materialize, any collaborations we enter into could fail to result in the development of commercially viable therapeutic candidates or the generation of future revenue, which could have a material adverse effect on our business.

Our business strategy includes developing Centers of Excellence, which we expect will involve significant costs, time and resources. If our efforts are unsuccessful, our business, prospects and financial condition would be adversely affected.

A key element of our business strategy involves setting up research facilities and innovation labs, which we refer to as Centers of Excellence, in key markets. We intend to use these Centers of Excellence to gather evidence to optimize our therapy model, train and certify therapists, conduct clinical trials, including proof of concept studies, develop and test digital technology solutions to improve patient experience and outcomes and pursue other activities to refine our approach to delivering our investigational COMP360 psilocybin therapy safely and cost-effectively. Our efforts to design, build and staff these Centers of Excellence, or identify suitable third parties with whom we may collaborate to open these centers, will involve significant time, costs, including potential capital expenditures to acquire and develop facilities, and other resources, and may divert our management team's focus on executing on other key elements of our business strategy. If we fail to enter into or maintain agreements with third parties to develop and operate these Centers of Excellence on reasonable terms, or at all, our ability to develop our future research programs and therapeutic candidates could be delayed, the commercial potential of our therapies could change and our costs of development and commercialization could increase. If our efforts to develop these Centers of Excellence are unsuccessful, it will have a materially adverse impact on our business, future prospects and financial position.

We may become exposed to costly and damaging liability claims, either when testing our investigational COMP360 psilocybin therapy or any future therapeutic candidates in the clinic or at the commercial stage, and our product liability insurance may not cover all damages from such claims.

We are exposed to potential product liability and professional indemnity risks that are inherent in the research, development, manufacturing, marketing and use of therapeutic substances. Currently, we have no therapies that have been approved for commercial sale; however, the current and future use of our investigational COMP360 psilocybin therapy or any future therapeutic candidates by us and our corporate collaborators in clinical trials, and the potential sale of any approved therapies in the future, may expose us to liability claims. These claims might be made by patients who use our therapies, healthcare providers, pharmaceutical companies, our corporate collaborators or other third parties that sell our therapies. Any claims against us, regardless of their merit, could be difficult and costly to defend and could materially adversely affect the market for our investigational COMP360 psilocybin therapy or any future therapeutic candidates or any prospects for commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Although the clinical trial process is designed to identify and assess potential side effects, it is always possible that a drug, even after regulatory approval, may exhibit unforeseen side effects. If COMP360 or any future therapeutic candidates causes adverse side effects during clinical trials or after regulatory approval, we may be exposed to substantial liabilities. Physicians and patients may not comply with warnings that identify known potential adverse effects and describe which patients should not use COMP360 or any future therapeutic candidates. Regardless of the merits or eventual outcome, liability claims may cause, among other things, the following:

- decreased demand for our therapies due to negative public perception;
- injury to our reputation;
- withdrawal of clinical trial participants or difficulties in recruiting new trial participants;

- initiation of investigations by regulators;
- costs to defend or settle the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue from therapeutic sales; and
- the inability to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved.

It is possible that our liabilities could exceed our insurance coverage. We intend to expand our insurance coverage to include the sale of commercial therapies if we obtain marketing approval for our investigational COMP360 psilocybin therapy or any future therapeutic candidates. However, we may not be able to maintain insurance coverage at a reasonable cost or obtain insurance coverage that will be adequate to satisfy any liability that may arise. If a successful product liability claim or series of claims is brought against us for uninsured liabilities or in excess of insured liabilities, our assets may not be sufficient to cover such claims and our business, financial condition and results of operations could be materially adversely affected.

Liability claims resulting from any of the events described above could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Regulatory Compliance

Psilocybin and psilocin are listed as Schedule I controlled substances under the CSA in the U.S., and similar controlled substance legislation in other countries and any significant breaches in our compliance with these laws and regulations, or changes in the laws and regulations may result in interruptions to our development activity or business continuity.

Psilocybin and psilocin are categorized as Schedule I controlled substances under the CSA, Schedule 1 drugs under the UK's Misuse of Drugs Regulations 2001 and are similarly categorized by most states and foreign governments. Even assuming that COMP360 or any future therapeutic candidates containing psilocybin or psilocin are approved and scheduled by regulatory authorities to allow their commercial marketing, the ingredients in such therapeutic candidates would likely continue to be Schedule I, or the state or foreign equivalent. Violations of any federal, state or foreign laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the federal government or private citizens, or criminal charges and penalties, including, but not limited to, disgorgement of profits, cessation of business activities, divestiture, or prison time. This could have a material adverse effect on us, including on our reputation and ability to conduct business, the potential listing of our ADSs, our financial position, operating results, profitability or liquidity or the market price of our publicly traded ADSs. In addition, it is difficult for us to estimate the time or resources that would be needed for the investigation or defense of any such matters or our final resolution because, in part, the time and resources that may be needed are dependent on the nature and extent of any information requested by the applicable authorities involved, and such time or resources could be substantial. It is also illegal to aid or abet such activities or to conspire or attempt to engage in such activities. An investor's contribution to and involvement in such activities may result in federal civil and/or criminal prosecution, including, but not limited to, forfeiture of his, her or its entire investment, fines and/or imprisonment.

Various federal, state, provincial and local laws govern our business in the jurisdictions in which we operate or currently plan to operate, and to which we export or currently plan to export our products, including laws relating to health and safety, the conduct of our operations, and the production, storage, sale and distribution of our products. Complying with these laws requires that we comply concurrently with complex federal, state, provincial and/or local laws. These laws change frequently and may be difficult to interpret and apply. To ensure our compliance with these laws, we will need to invest significant financial and managerial resources. It is impossible for us to predict the cost of such laws or the effect they may have on our future operations. A failure to comply with these laws could negatively affect our business and harm our reputation. Changes to these laws could negatively affect our competitive position and the markets in which we operate, and there is no assurance that various levels of government in the jurisdictions in which we operate will not pass legislation or regulation that adversely impacts our business.

In addition, even if we or third parties were to conduct activities in compliance with U.S. state or local laws or the laws of other countries and regions in which we conduct activities, potential enforcement proceedings could involve significant restrictions being imposed upon us or third parties, while diverting the attention of key executives. Such proceedings could have a material adverse effect on our business, revenue, operating results and financial condition as well as on our reputation and prospects, even if such proceedings conclude successfully in our favor. In the extreme case, such proceedings could ultimately involve the criminal prosecution of our key executives, the seizure of corporate assets, and consequently, our inability to continue business operations. Strict compliance with state and local laws with respect to psilocybin and psilocin does not absolve us of potential liability under U.S. federal law, EU law or English law, nor provide a defense to any proceeding which may be brought against us. Any such proceedings brought against us may adversely affect our operations and financial performance.

Despite the current status of psilocybin and psilocin as Schedule I controlled substances in the United States, there may be changes in the status of psilocybin or psilocin under the laws of certain U.S. cities or states. For instance, the city of Denver voted to decriminalize the possession of psilocybin in 2019 and there is currently a campaign in Oregon to pass a bill in November 2020 for the legal medical use of “psilocybin products,” including magic mushrooms, to treat mental health conditions in licensed facilities with registered therapists. The legalization of psilocybin without regulatory oversight may lead to the setup of clinics without proper therapeutic infrastructure or adequate clinical research, which could put patients at risk and bring reputational and regulatory risk to the entire industry, making it harder for us to achieve regulatory approval. Furthermore, the legalization of psilocybin could also impact our commercial sales if we receive regulatory approval as it would reduce the barrier to entry and could increase competition.

We are subject to anti-corruption laws, as well as export control laws, customs laws, sanctions laws and other laws governing our operations. If we fail to comply with these laws, we could be subject to civil or criminal penalties, other remedial measures and legal expenses, be precluded from manufacturing COMP360 and developing and selling our investigational COMP360 psilocybin therapy or any future therapeutic candidates outside the United States or be required to develop and implement costly compliance programs, which could adversely affect our business, results of operations and financial condition.

Our operations are subject to anti-corruption laws, including the UK Bribery Act 2010, or Bribery Act, the U.S. Foreign Corrupt Practices Act, or FCPA, and other anti-corruption laws that apply in countries where we do business and may do business in the future. The Bribery Act, FCPA and these other laws generally prohibit us, our officers, and our employees and intermediaries from bribing, being bribed or making other prohibited payments to government officials or other persons to obtain or retain business or gain some other business advantage.

The Bribery Act, the FCPA and these other laws generally prohibit us and our employees and intermediaries from authorizing, promising, offering, or providing, directly or indirectly, a financial or other

advantage to government officials or other persons to induce them to improperly perform a relevant function or activity (or reward them for such behavior).

Under the Bribery Act, we may also be liable for failing to prevent a person associated with us from committing a bribery offense. We, along with those acting on our behalf and our commercial partners, operate in a number of jurisdictions that pose a high risk of potential Bribery Act or FCPA violations, and we participate in collaborations and relationships with third parties whose corrupt or illegal activities could potentially subject us to liability under the Bribery Act, FCPA or local anti-corruption laws, even if we do not explicitly authorize or have actual knowledge of such activities. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted.

Compliance with the FCPA, in particular, is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

We may in the future operate in jurisdictions that pose a high risk of potential Bribery Act or FCPA violations, and we may participate in collaborations and relationships with third parties whose actions could potentially subject us to liability under the Bribery Act, FCPA or local anti-corruption laws. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted. If we expand our operations, we will need to dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate.

We are also subject to other laws and regulations governing our international operations, including regulations administered by the governments of the UK and the U.S., and authorities in the EU, including applicable export control regulations, economic sanctions on countries and persons, customs requirements and currency exchange regulations, collectively referred to as the Trade Control laws. In addition, various laws, regulations and executive orders also restrict the use and dissemination outside of the United States, or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the U.S., it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from manufacturing COMP360 and developing and selling our investigational COMP360 psilocybin therapy or any future therapeutic candidates outside of the United States, which could limit our growth potential and increase our development costs.

There is no assurance that we will be completely effective in ensuring our compliance with all applicable anti-corruption laws, including the Bribery Act, the FCPA or other legal requirements, including Trade Control laws. If we are not in compliance with the Bribery Act, the FCPA and other anti-corruption laws or Trade Control laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations and liquidity. The SEC also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions. Any investigation of any potential violations of the Bribery Act, the FCPA, other anti-corruption laws or Trade Control laws by UK, U.S. or other authorities could also have an adverse impact on our reputation, our business, results of operations and financial condition.

We may become subject to U.S. federal and state forfeiture laws which could negatively impact our business operations.

Violations of any U.S. federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the federal government or private citizens, or criminal charges, including, but not limited to, seizure of assets, disgorgement of profits, cessation of business activities or divestiture. As an entity that conducts business involving psilocybin and psilocin, we are potentially subject to federal and state forfeiture laws (criminal and civil) that permit the government to seize the proceeds of criminal activity. Civil forfeiture laws could provide an alternative for the federal government or any state (or local police force) that wants to discourage residents from conducting transactions with psilocybin- and psilocin-related businesses but believes criminal liability is too difficult to prove beyond a reasonable doubt. Also, an individual can be required to forfeit property considered to be the proceeds of a crime even if the individual is not convicted of the crime, and the standard of proof in a civil forfeiture matter is lower than the standard in a criminal matter. Depending on the applicable law, whether federal or state, rather than having to establish liability beyond a reasonable doubt, the federal government or the state, as applicable, may be required to prove that the money or property at issue is proceeds of a crime only by either clear and convincing evidence or a mere preponderance of the evidence.

Investors located in jurisdictions where psilocybin and psilocin remains illegal may be at risk of prosecution under conspiracy, aiding and abetting, and money laundering statutes, and be at further risk of losing their investments or proceeds under forfeiture statutes. Many jurisdictions remain fully able to take action to prevent the proceeds of psilocybin and psilocin businesses from entering their state. Our investors and prospective investors should be aware of these potentially relevant laws in considering whether to invest in us.

We are subject to certain tax risks and treatments that could negatively impact our results of operations.

Section 280E of the Code, as amended, prohibits businesses from deducting certain expenses associated with trafficking controlled substances (within the meaning of Schedule I and II of the CSA). The U.S. Internal Revenue Service, or IRS, has invoked Section 280E in tax audits against various businesses in the United States that are permitted under applicable state laws. Although the IRS issued a clarification allowing the deduction of certain expenses, the scope of such items is interpreted very narrowly and the bulk of operating costs and general administrative costs are not permitted to be deducted. While there are currently several pending cases before various administrative and federal courts challenging these restrictions, there is no guarantee that these courts will issue an interpretation of Section 280E favorable to psilocybin and psilocin businesses.

Changes and uncertainties in the tax system in the countries in which we have operations could materially adversely affect our financial condition and results of operations, and reduce net returns to our shareholders.

We conduct business globally and file income tax returns in multiple jurisdictions. Our consolidated effective income tax rate could be materially adversely affected by several factors, including: changing tax laws, regulations and treaties, or the interpretation thereof; tax policy initiatives and reforms under consideration (such as those related to the Organisation for Economic Co-Operation and Development's, or OECD, Base Erosion and Profit Shifting, or BEPS, Project, the European Commission's state aid investigations and other initiatives); the practices of tax authorities in jurisdictions in which we operate; the resolution of issues arising from tax audits or examinations and any related interest or penalties. Such changes may include (but are not limited to) the taxation of operating income, investment income, dividends received or (in the specific context of withholding tax) dividends paid.

We are unable to predict what tax reform may be proposed or enacted in the future or what effect such changes would have on our business, but such changes, to the extent they are brought into tax legislation, regulations, policies or practices in jurisdictions in which we operate, could increase the

estimated tax liability that we have expensed to date and paid or accrued on our balance sheets, and otherwise affect our financial position, future results of operations, cash flows in a particular period and overall or effective tax rates in the future in countries where we have operations, reduce post-tax returns to our shareholders and increase the complexity, burden and cost of tax compliance.

Tax authorities may disagree with our positions and conclusions regarding certain tax positions, or may apply existing rules in an unforeseen manner, resulting in unanticipated costs, taxes or non-realization of expected benefits.

A tax authority may disagree with tax positions that we have taken, which could result in increased tax liabilities. For example, Her Majesty's Revenue & Customs, or HMRC, the IRS or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property development. Similarly, a tax authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable connection, often referred to as a "permanent establishment" under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions.

A tax authority may take the position that material income tax liabilities, interest and penalties are payable by us, for example where there has been a technical violation of contradictory laws and regulations that are relatively new and have not been subject to extensive review or interpretation, in which case we expect that we might contest such assessment. High-profile companies can be particularly vulnerable to aggressive application of unclear requirements. Many companies must negotiate their tax bills with tax inspectors who may demand higher taxes than applicable law appears to provide. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications could increase our anticipated effective tax rate, where applicable.

HMRC may decline to grant relief from stamp duty which we have applied for under section 77 of the Finance Act 1986 in respect of the share for share exchange effected pursuant to our corporate reorganization (see step "Exchange of COMPASS Pathfinder Holdings Limited Shares for COMPASS Rx Limited Shares" in "Corporate Reorganization"). If HMRC does decline to grant relief, stamp duty will arise at a rate of 0.5%, chargeable on the value of the shares issued by COMPASS Rx Limited to each shareholder of COMPASS Pathfinder Holdings Limited (per instrument of transfer, and rounded up to the nearest £5). We estimate this charge to stamp duty, if payable, to be £ in aggregate. Stamp duty reserve tax will also be chargeable on the agreement to enter into the share for share exchange, although such liability would be discharged if stamp duty is duly paid on the relevant instruments of transfer within a period of six years from the stamp duty reserve tax charge arising.

We may be unable to use net operating loss and tax credit carryforwards and certain built-in losses to reduce future tax payments or benefit from favorable UK tax legislation.

As a UK incorporated and tax resident entity, we are subject to UK corporate taxation. Due to the nature of our business, we have generated losses since inception and therefore have not paid any UK corporation tax. As of December 31, 2019, we had cumulative carryforward tax trading losses of \$17.7 million. Subject to any relevant utilization criteria and restrictions (including those that limit the percentage of profits that can be reduced by carried forward losses and those that can restrict the use of carried forward losses where there is a change of ownership of more than half of our ordinary shares and a major change in the nature, conduct or scale of the trade), we expect these to be eligible for carry forward and utilization against future operating profits. The use of loss carryforwards in relation to UK profits incurred on or after April 1, 2017 will be limited each year to £5.0 million per group plus, broadly, an incremental 50% of UK taxable profits.

As a company that carries out extensive research and development activities, we seek to benefit from the UK research and development tax relief programs, being the Small and Medium-sized Enterprises R&D tax relief program, or SME Program, and, to the extent that our projects are grant funded or relate to

work subcontracted to us by third parties, the Research and Development Expenditure Credit program, or RDEC Program. Under the SME Program, we may be able to surrender the trading losses that arise from our qualifying research and development activities for a cash rebate of up to 33.35% of such qualifying research and development expenditures. The majority of our research, clinical trials management and manufacturing development activities are eligible for inclusion within these tax credit cash rebate claims. We may not be able to continue to claim payable research and development tax credits in the future if we cease to qualify as a SME, based on size criteria concerning employee headcount, turnover and gross assets.

We may benefit in the future from the UK's "patent box" regime, which allows certain profits attributable to revenue from patented products (and other qualifying income) to be taxed at an effective rate of 10% by giving an additional tax deduction. We own two UK patents which cover our investigational COMP360 psilocybin therapy, and accordingly, future upfront fees, milestone fees, product revenue and royalties could be eligible for this deduction. When taken in combination with the enhanced relief available on our research and development expenditures, we expect a long-term rate of corporation tax lower than the statutory to apply to us. If, however, there are unexpected adverse changes to the UK research and development tax credit regime or the "patent box" regime, or for any reason we are unable to qualify for such advantageous tax legislation, or we are unable to use net operating loss and tax credit carryforwards and certain built-in losses to reduce future tax payments then our business, results of operations and financial condition may be adversely affected. This may impact our ongoing requirement for investment and the timeframes within which additional investment is required.

Enacted and future legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates and could have a material adverse effect on our business.

In the United States, the EU and other foreign jurisdictions, there have been a number of legislative and regulatory changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare. For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively the ACA, substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the U.S. biopharmaceutical industry.

Among the provisions of the ACA of importance to our potential therapeutic candidates are the following:

- an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs, apportioned among these entities according to their market share in certain government healthcare programs, although this fee would not apply to sales of certain products approved exclusively for orphan indications;
- expansion of eligibility criteria for Medicaid programs, a Federal and state program which extends healthcare to low income individuals and other groups, by, among other things, allowing states to offer Medicaid coverage to certain individuals and adding new eligibility categories for certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- expansion of manufacturers' rebate liability under the Medicaid Drug Rebate Program, which requires that drug manufacturers provide rebates to states in exchange for state Medicaid coverage for most of the manufacturers' drugs by increasing the minimum rebate for both branded and generic drugs and revising the definition of "average manufacturer price," or AMP, for calculating and reporting Medicaid drug rebates on outpatient prescription drug prices and

extending rebate liability to prescriptions for individuals enrolled in Medicare Advantage plans (i.e., a type of Medicare healthcare plan offered by private companies);

- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for products that are inhaled, infused, instilled, implanted or injected;
- expansion of the types of entities eligible for the 340B drug discount program, which requires drug manufacturers to provide outpatient drugs to eligible healthcare organizations and covered entities at significantly reduced prices;
- establishment of the Medicare Part D coverage gap discount program, which requires manufacturers to provide a 50% point-of-sale-discount (increased to 70% pursuant to the Bipartisan Budget Act of 2018, or BBA, effective as of January 1, 2019) off the negotiated price of applicable products to eligible beneficiaries during their coverage gap period as a condition for the manufacturers' outpatient products to be covered under Medicare Part D;
- creation of a new non-profit, nongovernmental institute, called the Patient-Centered Outcomes Research Institute, to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research; and
- establishment of the Center for Medicare and Medicaid Innovation within Centers for Medicare & Medicaid, or CMS, to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription product spending.

Since its enactment, there have been numerous judicial, administrative, executive, and legislative challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA in the future. Various portions of the ACA are currently undergoing legal and constitutional challenges in the U.S. Supreme Court; the Trump Administration has issued various Executive Orders which eliminated cost sharing subsidies and various provisions that would impose a fiscal burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices; and Congress has introduced several pieces of legislation aimed at significantly revising or repealing the ACA. It is unclear whether the ACA will be overturned, repealed, replaced, or further amended. We cannot predict what affect further changes to the ACA would have on our business.

Other legislative changes have been proposed and adopted since the ACA was enacted. These new laws may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on our customers and accordingly, our financial operations. For example, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. The Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year, and, due to subsequent legislative amendments, will remain in effect through 2030 unless additional Congressional action is taken. However, these Medicare sequester reductions have been suspended from May 1, 2020 through December 31, 2020 due to the COVID-19 pandemic. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. In addition, the BBA amended the ACA, effective January 1, 2019, by increasing the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and closing the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole".

New laws and additional health reform measures may result in additional reductions in Medicare and other healthcare funding, which may adversely affect customer demand and affordability for our investigational COMP360 psilocybin therapy and any future therapeutic candidates and, accordingly, the results of our financial operations.

Our business operations and current and future relationships with investigators, health care professionals, consultants, third-party payors and customers may be subject, directly or indirectly, to U.S. federal and state healthcare fraud and abuse laws, false claims laws, health information privacy and security laws, other healthcare laws and regulations and other foreign privacy and security laws. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties.

Although we do not currently have any therapies on the market, our current and future operations may be directly, or indirectly through our relationships with investigators, health care professionals, customers and third-party payors, subject to various U.S. federal and state healthcare laws and regulations, including, without limitation, the U.S. federal Anti-Kickback Statute or the federal Anti-Kickback Statute. Healthcare providers, physicians and others play a primary role in the recommendation and prescription of any therapies for which we obtain marketing approval. These laws impact, among other things, our research activities and proposed sales, marketing and education programs and constrain our business and financial arrangements and relationships with third-party payors, healthcare professionals who participate in our clinical research program, healthcare professionals and others who recommend, purchase, or provide our approved therapies, and other parties through which we market, sell and distribute our therapies for which we obtain marketing approval. In addition, we may be subject to patient data privacy and security regulation by both the U.S. federal government and the states in which we conduct our business, along with foreign regulators (including European data protection authorities). Finally, our current and future operations are subject to additional healthcare-related statutory and regulatory requirements and enforcement by foreign regulatory authorities in jurisdictions in which we conduct our business. These laws include, but are not limited to, the following:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or paying any remuneration (including any kickback, bribe, or certain rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, under U.S. federal and state healthcare programs such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. Violations are subject to significant civil and criminal fines and penalties for each violation, plus up to three times the remuneration involved, imprisonment, and exclusion from government healthcare programs. In addition, the government may assert that a claim that includes items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act, or the FCA. The definition of the “remuneration” under the federal Anti-Kickback Statute has been interpreted to include anything of value. Further, courts have found that if “one purpose” of remuneration is to induce referrals, the federal Anti-Kickback Statute is violated. The Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers, and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution; but the exceptions and safe harbors are drawn narrowly and require strict compliance in order to offer protection;
- the federal civil and criminal false claims laws, such as the FCA, which prohibits individuals or entities from, among other things, knowingly presenting, or causing to be presented, false or fraudulent claims for payment to, or approval by Medicare, Medicaid, or other federal healthcare programs, knowingly making, using or causing to be made or used a false record or statement

material to a false or fraudulent claim or an obligation to pay or transmit money to the federal government, or knowingly concealing or knowingly and improperly avoiding or decreasing or concealing an obligation to pay money to the U.S. federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to “cause” the submission of false or fraudulent claims. The FCA also permits a private individual acting as a “whistleblower” to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. When an entity is determined to have violated the FCA, the government may impose civil fines and penalties for each false claim, plus treble damages, and exclude the entity from participation in Medicare, Medicaid and other federal healthcare programs;

- the federal civil monetary penalties laws, which impose civil fines for, among other things, the offering or transfer or remuneration to a Medicare or state healthcare program beneficiary if the person knows or should know it is likely to influence the beneficiary's selection of a particular provider, practitioner, or supplier of services reimbursable by Medicare or a state health care program, unless an exception applies;
- the U.S. federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which imposes criminal and civil liability for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (i.e., public or private), and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements, in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity can be found guilty of violating HIPAA without actual knowledge of the statute or specific intent to violate it;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, and as amended again by the Final HIPAA Omnibus Rule, published in January 2013, which imposes certain obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information without appropriate authorization by covered entities subject to the rule, such as health plans, healthcare clearinghouses and certain healthcare providers, as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions;
- the FDCA, which prohibits, among other things, the adulteration or misbranding of drugs, biologics and medical devices;
- the U.S. federal legislation commonly referred to as Physician Payments Sunshine Act, and its implementing regulations, which requires certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid, or the Children's Health Insurance Program to report annually to the CMS information related to certain payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists, and chiropractors) and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members. Effective January 1, 2022, these reporting obligations will extend to include transfers of value made during the previous year to certain non-physician providers such as physician assistants and nurse practitioners;

- analogous state laws and regulations, including the following: state anti-kickback and false claims laws, which may be broader in scope than their federal equivalents, and which may apply to our business practices, including research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by any third-party payor, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information, which requires tracking gifts and other remuneration and items of value provided to healthcare professionals and entities; state and local laws that require the registration of pharmaceutical sales representatives and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts; and
- the European and other foreign law equivalents of each of these laws, including reporting requirements detailing interactions with and payments to healthcare providers, and privacy-related requirements in Europe and other jurisdictions.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including licensing, extensive record-keeping, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

Further, if any of our Centers for Excellence conduct clinical studies, we may face risks relating to operating a clinical trial site. Such risks may include research misconduct and patient injury. In addition, we may end up possessing a large amount of individually identifiable health information. Such activities are subject to a wide variety of laws, such as the aforementioned HIPAA.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Even if precautions are taken, it is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion of drugs from government funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, reputational harm and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found not to be in compliance with applicable laws, that person or entity may be subject to significant criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs. Prohibitions or restrictions on sales or withdrawal of future marketed products could materially affect business in an adverse way.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply with multiple jurisdictions with different compliance or reporting requirements increases the possibility that a healthcare company may run afoul of one or more of the requirements.

Failure to comply with health and data protection laws and regulations could lead to U.S. federal and state government enforcement actions, including civil or criminal penalties, private litigation, and adverse publicity and could negatively affect our operating results and business.

We and any potential collaborators may be subject to U.S. federal and state data protection laws and regulations, such as laws and regulations that address privacy and data security. In the United States, numerous federal and state laws and regulations, including state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws, govern the collection, use, disclosure, and protection of health-related and other personal information. In addition, we may obtain health information from third parties, including research institutions from which we obtain clinical trial data, which are subject to privacy and security requirements under HIPAA, as amended by HITECH. To the extent that we act as a business associate to a healthcare provider engaging in electronic transactions, we may also be subject to the privacy and security provisions of HIPAA, as amended by HITECH, which restricts the use and disclosure of patient-identifiable health information, mandates the adoption of standards relating to the privacy and security of patient-identifiable health information, and requires the reporting of certain security breaches to healthcare provider customers with respect to such information. Additionally, many states have enacted similar laws that may impose more stringent requirements on entities like ours. Depending on the facts and circumstances, we could be subject to significant civil, criminal, and administrative penalties if we obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA.

Additionally, in June 2018, the State of California enacted the California Consumer Privacy Act of 2018, or CCPA, which came into effect on January 1, 2020 and provides new data privacy rights for consumers (as that term is broadly defined) and new operational requirements for companies, which may increase our compliance costs and potential liability. The CCPA gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. While there is currently an exception for protected health information that is subject to HIPAA and clinical trial regulations, as currently written, the CCPA may impact certain of our business activities. The CCPA could mark the beginning of a trend toward more stringent state privacy legislation in the United States, which could increase our potential liability and adversely affect our business.

Compliance with U.S. and foreign privacy and data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure to comply with these laws and regulations could result in government enforcement actions (which could include civil, criminal and administrative penalties), private litigation, and/or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects, employees and other individuals about whom we or our potential collaborators obtain personal information, as well as the providers who share this information with us, may limit our ability to collect, use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, or breached our contractual obligations, even if we are not found liable, could be expensive and time-consuming to defend and could result in adverse publicity that could harm our business.

European data collection is governed by restrictive privacy and security regulations governing the use, processing and cross-border transfer of personal information.

The collection, use, storage, disclosure, transfer, or other processing of personal data (including health data processed in the context of clinical trials) (i) regarding individuals in the EU, and/or (ii) carried out in the context of the activities of our establishment in any EU member state, is subject to the EU General Data Protection Regulation, or GDPR, which became effective on May 25, 2018, as well as other national data protection legislation in force in relevant member states (including the Data Protection Act 2018 in the UK).

The GDPR is wide-ranging in scope and imposes numerous additional requirements on companies that process personal data, including imposing special requirements in respect of the processing of health and other sensitive data, requiring that consent of individuals to whom the personal data relates is obtained in certain circumstances, requiring additional disclosures to individuals regarding data processing activities, requiring that safeguards are implemented to protect the security and confidentiality of personal data, creating mandatory data breach notification requirements in certain circumstances, and requiring that certain measures (including contractual requirements) are put in place when engaging third-party processors. The GDPR also imposes strict rules on the transfer of personal data to countries outside the EEA, including the United States, and permits data protection authorities to impose large penalties for violations of the GDPR, including potential fines of up to €20 million or 4% of annual global revenue, whichever is greater. The GDPR provides individuals with various rights in respect of their personal data, including rights of access, erasure, portability, rectification, restriction and objection. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from violations of the GDPR.

The GDPR may increase our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR. While we have taken steps to comply with the GDPR, and implementing legislation in applicable EU member states, including by seeking to establish appropriate lawful bases for the various processing activities we carry out as a controller or joint controller, reviewing our security procedures and those of our vendors and collaborators, and entering into data processing agreements with relevant vendors and collaborators, we cannot be certain that our efforts to achieve and remain in compliance have been, and/or will continue to be, fully successful.

Following the UK's withdrawal from the EU on January 31, 2020, pursuant to the transitional arrangements agreed between the UK and the EU, the GDPR will continue to have effect in UK law until December 31, 2020, in the same fashion as was the case prior to that withdrawal as if the UK remained an EU member state for such purposes. Following December 31, 2020, it is likely that the data protection obligations of the GDPR will continue to apply to UK-based organizations' processing of personal data in substantially unvaried form, for at least the short term thereafter.

Inadequate funding for the FDA, the SEC and other government agencies could hinder their ability to hire and retain key leadership and other personnel, prevent new therapies from being developed or commercialized in a timely manner or otherwise prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business.

The ability of the FDA to review and approve new therapies can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory, and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities, is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA and the SEC, have had to furlough critical employees and stop critical activities. Separately, in response to the COVID-19 pandemic, on March 10, 2020 the FDA announced its intention to postpone most inspections of foreign manufacturing facilities and products through April 2020. On March 18, 2020, the FDA announced its intention to temporarily postpone routine surveillance inspections of domestic manufacturing facilities and provided guidance regarding the conduct of clinical trials. As of June 23, 2020, the FDA announced that it was conducting mission critical domestic and foreign inspections to ensure compliance of manufacturing facilities with FDA quality standards. On

July 10, 2020, the FDA announced its goal to restart domestic onsite inspections during the week of July 20, 2020, but such activities will depend on data about the virus' trajectory in a given state and locality and the rules and guidelines that are put in place by state and local governments. The FDA has developed a rating system to assist in determining when and where it is safest to conduct prioritized domestic inspections. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. Additionally, as of June 23, 2020, the FDA noted it was continuing to ensure timely reviews of applications for medical products during the COVID-19 pandemic; however, the FDA may not be able to continue its current pace and review timelines could be extended. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business. Further, upon completion of this offering and in our operations as an English public company listed in the United States, future government shutdowns could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

The successful commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates will depend in part on the extent to which governmental authorities and health insurers establish adequate reimbursement levels and pricing policies. Failure to obtain or maintain adequate coverage and reimbursement for our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved, could limit our ability to market those therapies and decrease our ability to generate revenue.

The availability and adequacy of coverage and reimbursement by governmental healthcare programs such as Medicare and Medicaid, private health insurers and other third-party payors are essential for most patients to be able to afford therapies such as our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved. As Schedule I substances under the CSA, psilocybin and psilocin are deemed to have no accepted medical use and therapies that use psilocybin or psilocin are precluded from reimbursement in the United States. Our products must be scheduled as a Schedule II or lower controlled substance (i.e., Schedule III, IV or V) before they can be commercially marketed. Our ability to achieve acceptable levels of coverage and reimbursement for therapies by governmental authorities, private health insurers and other organizations will have an effect on our ability to successfully commercialize, and attract additional collaboration partners to invest in the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. There is limited clinical data on the long-term efficacy of psilocybin on treating TRD. Certain patients may need repeated treatments over their lifetime to avoid relapse. This may increase treatment costs, making it more difficult for us to secure reimbursement. Even if we obtain coverage for a given therapy by third-party payors, the resulting reimbursement payment rates may not be adequate or may require patient out-of-pocket costs that patients may find unacceptably high. We cannot be sure that coverage and reimbursement in the United States, Europe or elsewhere will be available for any therapy that we may develop, and any reimbursement that may become available may be decreased or eliminated in the future.

We intend to seek approval to market our investigational COMP360 psilocybin therapy or future therapeutic candidates in both the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for COMP360 or our future therapeutic candidates, we will be subject to rules and regulations in those jurisdictions.

In some foreign countries, particularly certain countries in Europe, the pricing of drugs is subject to governmental control and other market regulations which could put pressure on the pricing and usage of our investigational COMP360 psilocybin therapy or our future therapeutic candidates. In these countries, pricing negotiations with governmental authorities can take considerable time after obtaining marketing approval of a therapeutic candidate. In addition, market acceptance and sales of our investigational COMP360 psilocybin therapy or future therapeutic candidates will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our investigational COMP360.

psilocybin therapy or future therapeutic candidates and may be affected by existing and future healthcare reform measures.

Third-party payors are increasingly challenging prices charged for therapeutic substances and services, and many third-party payors may refuse to provide coverage and reimbursement for particular drugs when an equivalent generic drug or a less expensive therapy is available. It is possible that a third-party payor may consider our investigational COMP360 psilocybin therapy or any future therapeutic candidates as substitutable and only offer to reimburse patients for the less expensive therapy. Even if we show improved efficacy or improved convenience of administration with our investigational COMP360 psilocybin therapy or any future therapeutic candidates, pricing of existing drugs may limit the amount we will be able to charge. These payors may deny or revoke the reimbursement status of a given drug product or establish prices for new or existing marketed therapies at levels that are too low to enable us to realize an appropriate return on our investment in product development. If reimbursement is not available or is available only at limited levels, we may not be able to successfully commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates, and may not be able to obtain a satisfactory financial return on therapeutic candidates that we may develop.

Government authorities and other third-party payors, such as private health insurers and health maintenance organizations, decide which drugs and treatments they will cover and the amount of reimbursement. Coverage and reimbursement by a third-party payor may depend upon a number of factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

There is significant uncertainty related to the insurance coverage and reimbursement of newly approved therapies. In the United States, third-party payors, including private and governmental payors, such as the Medicare and Medicaid programs, play an important role in determining the extent to which new drugs will be covered. The Medicare and Medicaid programs increasingly are used as models for how private payors and other governmental payors develop their coverage and reimbursement policies for drugs. Some third-party payors may require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse health care providers who use such therapies. It is difficult to predict at this time what third-party payors will decide with respect to the coverage and reimbursement for our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

Obtaining and maintaining reimbursement status is time-consuming and costly. No uniform policy for coverage and reimbursement for drug therapies exists among third-party payors in the United States. Therefore, coverage and reimbursement for drug therapies can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that will require us to provide scientific and clinical support for the use of our therapies to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. Furthermore, rules and regulations regarding reimbursement change frequently, in some cases at short notice, and we believe that changes in these rules and regulations are likely.

There has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed federal and state legislation designed to, among other things, bring more transparency to

drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. At the federal level, the Trump administration's budget for fiscal year 2021 includes a \$135 billion allowance to support legislative proposals seeking to reduce drug prices, increase competition, lower out-of-pocket drug costs for patients, and increase patient access to lower-cost generic and biosimilar drugs. On March 10, 2020, the Trump administration sent "principles" for drug pricing to Congress, calling for legislation that would, among other things, cap Medicare Part D beneficiary out-of-pocket pharmacy expenses, provide an option to cap Medicare Part D beneficiary monthly out-of-pocket expenses, and place limits on pharmaceutical price increases. Additionally, the Trump administration previously released a "Blueprint" to lower drug prices and reduce out-of-pocket costs of drugs that contained proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out-of-pocket costs of drug products paid by consumers. The U.S. Department of Health and Human Services, or HHS, solicited feedback on some of these measures and has implemented others under its existing authority. For example, in May 2019, CMS issued a final rule to allow Medicare Advantage Plans the option of using step therapy for Part B drugs beginning January 1, 2020. This final rule codified CMS's policy change that was effective January 1, 2019. Although a number of these and other measures may require additional authorization to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. In addition, CMS has also continued to research new payment methodologies, such as bundled payment models. The first cohort of participants in testing these models began participation on October 1, 2018. The second cohort began participating January 1, 2020. On July 24, 2020, the Trump administration announced four executive orders related to prescription drug pricing. While some proposed measures may require additional authorization to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs.

On the state level, local governments have been very aggressive in passing legislation and implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Legally mandated price controls on payment amounts by third-party payors or other restrictions could harm our business, results of operations, financial condition and prospects. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This could reduce the ultimate demand for our therapies or put pressure on our therapeutic pricing, which could negatively affect our business, results of operations, financial condition and prospects.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost-containment initiatives in Europe, and other countries has and will continue to put pressure on the pricing and usage of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. In many countries, the prices of medical therapies are subject to varying price control mechanisms as part of national health systems. Other countries allow companies to fix their own prices for medical therapies, but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Accordingly, in markets outside the United States, the reimbursement for our therapies may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

The delivery of healthcare in the EU, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than EU-wide, law and policy. The medicines regulatory regime in respect of the EU applies to the European

Economic Area, or the EEA, which comprises the EU member states as well as Norway, Iceland and Liechtenstein. National governments and health service providers have different priorities and approaches to the delivery of healthcare and the pricing and reimbursement of therapies in that context. In general, however, the healthcare budgetary constraints in many EU member states have resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with increasing EU and national regulatory burdens on those wishing to develop and market therapies, this could prevent or delay marketing approval of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, restrict or regulate post-approval activities and affect our ability to commercialize any therapies for which we obtain marketing approval.

EU drug marketing regulation may materially affect our ability to market and receive coverage for our therapies in the EU member states. Much like the federal Anti-Kickback Statute prohibition in the United States, the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal therapies is also prohibited in most countries within the EU. The provision of benefits or advantages to physicians may be governed by the national anti-bribery laws of EU member states, and in respect of the UK (which is no longer a member of the EU), the Bribery Act. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to physicians and other healthcare professionals in certain EU member states must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and approval by the physician's employer, his or her competent professional organization and/or the regulatory authorities of the individual EU member states. These requirements are provided in the national laws, industry codes or professional codes of conduct, applicable in individual EU member states and the particular requirements can therefore vary widely amongst the EU member states. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

In addition, in most foreign countries, including many EU member states, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, individual member states in the EU have the ability to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. A Member State may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost-effectiveness of our investigational COMP360 psilocybin therapy or any of our future therapeutic candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no assurance that any country that has price controls or reimbursement limitations for biopharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our therapies. Historically, therapies launched in the EU do not follow price structures of the United States and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If pricing is set at unsatisfactory levels or if reimbursement of our therapies is unavailable or limited in scope or amount, our revenue from sales and the potential profitability of our investigational COMP360 psilocybin therapy or any of our future therapeutic candidates in those countries would be negatively affected.

Moreover, increasing efforts by governmental and third-party payors in the EU, the United States and elsewhere to cap or reduce healthcare costs may cause such organizations to limit coverage and the level of reimbursement for newly approved therapies and, as a result, they may not cover or provide adequate payment for our investigational COMP360 psilocybin therapy or any future therapeutic

candidates. In international markets, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific therapies. We expect to experience pricing pressures in connection with the sale of our investigational COMP360 psilocybin therapy or any future therapeutic candidates due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, particularly prescription drugs and surgical procedures and other treatments, has become very intense. As a result, increasingly high barriers are being erected to the entry of new therapies.

Because we are subject to environmental, health and safety laws and regulations, we may become exposed to liability and substantial expenses in connection with environmental compliance or remediation activities which may adversely affect our business and financial condition.

Our operations, including our research, development, testing and manufacturing activities, are subject to numerous foreign, federal, state and local environmental, health and safety laws and regulations. These laws and regulations govern, among other things, the controlled use, manufacture, handling, release and disposal of and the maintenance of a registry for, hazardous materials, such as chemical solvents, human cells, carcinogenic compounds, mutagenic compounds and compounds that have a toxic effect on reproduction, laboratory procedures and exposure to blood-borne pathogens.

We may incur significant costs to comply with these current or future environmental and health and safety laws and regulations. Furthermore, if we fail to comply with such laws and regulations, we could be subject to fines or other sanctions.

As with other companies engaged in activities similar to ours, we face a risk of environmental liability inherent in our current and historical activities, including liability relating to releases of or exposure to hazardous materials and, as a result, may incur material liability as a result of such release or exposure. Environmental, health and safety laws and regulations are becoming more stringent. We may incur substantial expenses in connection with any current or future environmental compliance or remediation activities, in which case, our production and development efforts may be interrupted or delayed and our financial condition and results of operations may be materially adversely affected. In the event of an accident involving such hazardous materials, an injured party may seek to hold us liable for damages that result.

We could experience difficulty enforcing our contracts.

Due to the nature of our business and the fact that our contracts involve psilocybin and psilocin, the use of which is not legal under U.S. federal law and in certain other jurisdictions, we may face difficulties in enforcing our contracts in U.S. federal and state courts. The inability to enforce any of our contracts could have a material adverse effect on our business, operating results, financial condition or prospects.

In order to manage our contracts with contractors, we ensure that such contractors are appropriately licensed at the state and federal level in the U.S., and at the appropriate level in other territories. Were such contractors to operate outside the terms of these licenses, we may experience an adverse effect on our business, including the pace of development of our investigational COMP360 psilocybin therapy, any future therapeutic candidate.

Risks Related to Intellectual Property

We rely on patents and other intellectual property rights to protect our investigational COMP360 psilocybin therapy, the enforcement, defense and maintenance of which may be challenging and costly. Failure to enforce or protect these rights adequately could harm our ability to compete and impair our business.

Our commercial success depends in part on obtaining and maintaining patents and other forms of intellectual property rights for COMP360, any future therapeutic candidates and associated therapies,

digital therapies, methods used to manufacture the underlying therapeutic substances, and the methods for treating patients using those substances and therapies, or on licensing in such rights. Failure to obtain, maintain protect, enforce or extend adequate patent and other intellectual property rights could materially adversely affect our ability to develop and market our investigational COMP360 psilocybin therapy and any future therapeutic candidates. We also rely on trade secrets and know-how to develop and maintain our proprietary and intellectual property position. Any failure to protect our trade secrets and know-how could adversely affect our operations and prospects.

We cannot be certain that patents will be issued or granted with respect to patent applications that are currently pending, or that issued or granted patents will not later be found to be invalid or unenforceable. The patent position of companies like ours is generally uncertain because it involves complex legal and factual considerations. The standards applied by the European Patent Office, the United States Patent and Trademark Office, or USPTO, and foreign patent offices in granting patents are not always applied uniformly or predictably. For example, there is no uniform worldwide policy regarding patentable subject matter or the scope of claims allowable in pharmaceutical patents. Consequently, patents may not issue from our pending patent applications, and even if they do issue, such patents may not issue in a form that effectively prevents others from developing or commercializing competing therapies. As such, we do not know the degree of future protection that we will have on our proprietary therapies.

The patent prosecution process is expensive, complex and time-consuming, and we and our current or future third party partners, licensors, licensees, or collaboration partners may not be able to prepare, file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we or our licensors, licensees or collaboration partners will fail to identify patentable aspects of inventions made in the course of research, development or commercialization activities before it is too late to pursue patent protection on them. In addition, although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors, and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. Furthermore, publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not published until and unless granted. Therefore, we cannot be certain that we were the first to make the inventions claimed in our patents or pending patent applications, or that we were the first to file for patent protection of such inventions. Similarly we cannot be certain that for any licensed patents or pending patent applications, the named applicant(s) were the first to make the inventions claimed in such patents or pending patent applications or that the named applicant(s) were the first to file for patent protection for such inventions.

Further, the issuance, scope, validity, enforceability and commercial value of our and our current or future licensors', licensees' or collaboration partners' patent rights are highly uncertain. Our and our licensors' pending and future patent applications may not result in patents being issued that protect our therapies, in whole or in part, or that effectively prevent others from commercializing competitive technologies and therapies.

Moreover, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from or license to third parties and are reliant on our licensors, licensees or collaboration partners. If our current or future licensors, licensees or collaboration partners fail to establish, maintain or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If our licensors, licensees or collaboration partners are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, such patent rights could be compromised.

The patent examination process may require us or our licensors, licensees or collaboration partners to narrow the scope of the claims of our or our licensors', licensees' or collaboration partners' pending and future patent applications, which may limit the scope of patent protection that may be obtained. We cannot assure you that all of the potentially relevant prior art relating to our patents and patent applications has been found. If such prior art exists, it can invalidate a patent or prevent a patent from issuing from a pending patent application.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States and abroad. Even if patents do successfully issue and even if such patents cover COMP360 and any future therapeutic candidates, third parties may initiate an opposition, interference, re-examination, post-grant review, *inter partes* review, nullification or derivation proceedings in court or before patent offices, or similar proceedings challenging the validity, enforceability or scope of such patents, which may result in the patent claims being narrowed or invalidated.

Our and our licensors', licensees' or collaboration partners' patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless and until a patent issues from such applications, and then only to the extent the issued claims cover the technology. In addition, patents and other intellectual property rights also will not protect our technology, COMP360 and any future therapeutic candidates if third parties, including our competitors, design around our protected technology and our investigational COMP360 psilocybin therapy and any future therapeutic candidates without infringing, misappropriating or otherwise violating our patents or other intellectual property rights. Moreover, some of our patents and patent applications may in the future be co-owned with third parties. If we are unable to obtain an exclusive license to any such third-party co-owners' interest in such patents or patent applications, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing therapies and technology. In addition, we may need the cooperation of any such co-owners of our patents in order to enforce such patents against third parties, and such cooperation may not be provided to us. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

Because patent applications are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we or our current or future licensors, licensees or collaborators were or will be the first to file any patent application related to a therapeutic candidate. Furthermore, if patent applications of third parties have an effective filing date before March 16, 2013, an interference proceeding can be initiated by such third parties to determine who was the first to invent any of the subject matter covered by the patent claims of our applications. If patent applications of third parties have an effective filing date on or after March 16, 2013, a derivation proceeding can be initiated by such third parties to determine whether our invention was derived from theirs. Even where we have a valid and enforceable patent, we may not be able to exclude others from practicing our invention where the other party can show that they used the invention in commerce before our filing date or the other party benefits from a compulsory license. In addition, we may be subject to third-party challenges regarding our exclusive ownership of our intellectual property. If a third party were successful in challenging our exclusive ownership of any of our intellectual property, we may lose our right to use such intellectual property, such third party may be able to license such intellectual property to other third parties, including our competitors, and our competitors could market competing therapies and technology. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

Issued patents covering one or more of our investigational therapeutics could be found invalid or unenforceable if challenged in court.

To protect our competitive position, we may from time to time need to resort to litigation in order to enforce or defend any patents or other intellectual property rights owned by or licensed to us, or to

determine or challenge the scope or validity of patents or other intellectual property rights of third parties. Enforcement of intellectual property rights is difficult, unpredictable and expensive, and many of our or our licensors' or collaboration partners' adversaries in these proceedings may have the ability to dedicate substantially greater resources to prosecuting these legal actions than we or our licensors or collaboration partners can. Accordingly, despite our or our licensors' or collaboration partners' efforts, we or our licensors or collaboration partners may not prevent third parties from infringing upon, misappropriating or otherwise violating intellectual property rights we own or control, particularly in countries where the laws may not protect those rights as fully as in the UK, EU and the United States. We may fail in enforcing our rights, in which case our competitors and other third parties may be permitted to use our therapies without payment to us.

In addition, litigation involving our patents carries the risk that one or more of our patents will be narrowed, held invalid (in whole or in part, on a claim-by-claim basis) or held unenforceable. Such an adverse court ruling could allow third parties to commercialize our therapies, and then compete directly with us, without payment to us.

If we were to initiate legal proceedings against a third party to enforce a patent covering one of our investigational therapies, the defendant could counterclaim that our patent is invalid or unenforceable. In patent litigation in the United States or in Europe, defendant counterclaims alleging invalidity or unenforceability are commonplace. A claim for a validity challenge may be based on failure to meet any of several statutory requirements, for example, lack of novelty, obviousness or non-enablement. A claim for unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the European Patent Office or the USPTO or made a misleading statement, during prosecution. Third parties may also raise challenges to the validity of our patent claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include re-examination, post-grant review, *inter partes* review, interference proceedings, derivation proceedings, and equivalent proceedings in foreign jurisdictions (i.e., opposition proceedings). Such proceedings could result in the revocation of, cancellation of, or amendment to our patents in such a way that they no longer cover COMP360 or any future therapeutic candidates. The outcome following legal assertions of invalidity and unenforceability during patent litigation or other proceedings is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. If a defendant or third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on COMP360 or one or more of any future therapeutic candidates. Such a loss of patent protection could have a material adverse impact on our business financial condition, results of operations, and prospects. Further, litigation could result in substantial costs and diversion of management resources, regardless of the outcome, and this could harm our business and financial results.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance and annuity fees on any issued patent are due to be paid to the European Patent Office, the USPTO and foreign patent agencies in several stages over the lifetime of the patent. The European Patent Office, the USPTO and various foreign governmental patent agencies also require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In certain circumstances, we rely on our collaboration partners to pay these fees due to United States and comparable foreign patent agencies and take the necessary action to comply with such requirements with respect to our intellectual property. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-

compliance events that could result in abandonment or lapse of a patent or patent application include failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we or our licensors or collaboration partners fail to maintain the patents and patent applications covering our investigational therapies, third parties, including our competitors might be able to enter the market with similar or identical therapies or technologies, which would have a material adverse effect on our business, financial condition, results of operations, and prospects.

If we do not obtain protection under the Hatch-Waxman Amendments and similar foreign legislation for extending the term of patents covering each of our investigational therapies, our business may be materially harmed.

In the United States, if all maintenance fees are paid on time, the natural expiration of a patent is generally 20 years from its earliest non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our investigational therapies, their manufacture, or use are obtained, once the patent life has expired, we may be open to competition from competitive therapies. Given the amount of time required for the development, testing and regulatory review of new investigational therapies, patents protecting such candidates and concomitant therapies might expire before or shortly after such candidates and concomitant therapies are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing therapies similar or identical to ours.

Depending upon the timing, duration and conditions of FDA marketing approval of COMP360 and any future therapeutic candidates, one or more of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Act, and similar legislation in the EU. The Hatch-Waxman Act permits a patent term extension of up to five years for a patent covering an approved product as compensation for effective patent term loss during product development and the FDA regulatory review process. The patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it, or a method of manufacturing it may be extended. However, we may not receive an extension because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. If we are unable to obtain patent term extension or the term of any such extension is less than we request, the period during which we can enforce our patent rights for that product will not be lengthened and third parties, including our competitors, may obtain approval to market competing therapies sooner than we expect. As a result, our revenue from applicable therapies could be materially reduced and our business, financial condition, results of operations, and prospects could be materially harmed.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business, or permit us to maintain our competitive advantage. The following examples are illustrative:

- others may be able to make compounds or develop digital assets that are the same as or similar to our investigational COMP360 psilocybin therapy, any future therapeutic candidates and digital assets but that are not covered by the claims of the patents that we own or control;
- the patents of third parties may have an adverse effect on our business;

- we or our licensors or any current or future collaboration partners might not have been the first to conceive or reduce to practice the inventions covered by the issued patent or pending patent application that we own or control;
- we or our licensors or any current or future collaboration partners might not have been the first to file patent applications covering certain of our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing misappropriating or otherwise violating our intellectual property rights;
- it is possible that our current and future pending patent applications will not lead to issued patents;
- issued patents that we own or have exclusively licensed may not provide us with any competitive advantage, or may be held invalid or unenforceable, as a result of legal challenges by third parties;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive therapies for sale in our major commercial markets;
- third parties performing manufacturing or testing for us using our therapies or technologies could use the intellectual property of others without obtaining a proper license;
- we may not develop additional technologies that are patentable; and
- we may choose not to file a patent in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent covering such intellectual property, or otherwise develop similar know-how.

Should any of these events occur, they could have a material adverse effect on our business, financial condition, results of operations, and prospects.

We may be subject to claims by third parties asserting that our employees or we have misappropriated their intellectual property, or claiming ownership of what we regard as our own intellectual property.

Many of our consultants, advisors and employees, including our senior management, were previously employed at other biotechnology or pharmaceutical companies, including our competitors and potential competitors. Some of these individuals executed proprietary rights, non-disclosure and non-competition agreements in connection with such previous employment. Although we intend that our consultants, advisors and employees do not use proprietary information or know-how of their former employers while working for us, we may be subject to claims that we or these individuals have used or disclosed confidential information or intellectual property, including trade secrets or other proprietary information, of any such individual's former employer. Litigation may be necessary to defend against these claims.

If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel or sustain damages. Such intellectual property rights could be awarded to a third party, and we could be required to obtain a license from such third party to commercialize our therapies. Such a license may not be available on commercially reasonable terms or at all. Even if we successfully prosecute or defend against such claims, litigation could result in substantial costs and distract our management from its day-to-day activities.

In addition, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. The assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Such claims could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Intellectual property rights of third parties could adversely affect our ability to compete or commercialize our investigational therapies, such that we could be required to litigate or obtain licenses from third parties in order to develop or market our investigational therapies. Such litigation or licenses could be costly or not available on commercially reasonable terms.

Our commercial success depends upon our ability and the ability of our future collaborators to develop, manufacture, market, and sell any investigational therapies that we may develop and use our proprietary technologies without infringing, misappropriating or otherwise violating the intellectual property and proprietary rights of third parties. The various markets in which we plan to operate are subject to frequent and extensive litigation regarding patents and other intellectual property rights. In the past, we have been subject to, and in the future we may become party to, or threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to COMP360 or any future therapeutic candidates. If the outcome of any such proceeding or litigation is adverse to us, it may affect our ability to compete effectively.

Additionally, our competitive position may suffer if patents issued to third parties or other third-party intellectual property rights cover our therapies or elements thereof, our manufacture or uses relevant to our development plans, the targets of COMP360 or any future therapeutic candidates, or other attributes of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. In such cases, we may not be in a position to develop or commercialize such therapeutic candidates unless we successfully pursue litigation to nullify or invalidate the third-party intellectual property right concerned, or enter into a license agreement with the intellectual property right holder, which may not be available on commercially reasonable terms or at all. In the event that a patent has not expired at the time of approval of such investigational therapies or therapeutic candidate and the patent owner were to bring an infringement action against us, we may have to argue that our investigational therapies or the manufacture or use of the underlying therapeutic substances do not infringe a valid claim of the patent in question. Alternatively, if we were to challenge the validity of any issued U.S. patent in court, we would need to overcome a statutory presumption of validity that attaches to every U.S. patent. This means that in order to prevail, we would need to present clear and convincing evidence as to the invalidity of the patent's claims. The same applies to other jurisdictions. Even if we believe third-party intellectual property claims are without merit, there is no assurance that a court would find in our favor on questions of infringement, validity, enforceability, or priority. In the event that a third party successfully asserts its patent against us such that such third party's patent is found to be valid and enforceable and infringed by our investigational therapies, unless we obtain a license to such patent, which may not be available on commercially reasonable terms or at all, we could be prevented from continuing to develop or commercialize our investigational therapies. Similarly, the targets for our investigational COMP360 psilocybin therapy have also been the subject of research by other companies, which have filed patent applications or have patents on aspects of the targets or their uses. There can be no assurance any such patents will not be asserted against us or that we will not need to seek licenses from such third parties. We may not be able to secure such licenses on acceptable terms, or at all, and any such litigation would be costly and time-consuming.

It is possible that we have failed, and in the future may fail, to identify relevant patents or applications that may be asserted against us. For example, certain U.S. applications filed after November 29, 2000 can remain confidential until and unless issued as patents, provided that inventions disclosed in the

applications have not and will not be the subject of a corresponding application filed outside the United States. In general, patent applications in the United States and elsewhere are published approximately 18 months after the earliest filing for which priority is claimed, with such earliest filing date being commonly referred to as the priority date. Therefore, patent applications covering our therapies could have been filed by others without our knowledge. Furthermore, we operate in a highly competitive field, and given our limited resources, it is unreasonable to monitor all patent applications in the areas in which we are active. Additionally, pending patent applications which have been published can, subject to certain limitations, be later amended in a manner that could cover our therapies or the use of our therapies.

Third-party intellectual property right holders, including our competitors, may actively bring infringement, misappropriation or violation claims against us based on existing or future intellectual property rights, regardless of their merit. We may not be able to successfully settle or otherwise resolve such infringement claims. If we are unable to successfully settle future claims on terms acceptable to us, we may be required to engage or continue costly, unpredictable and time-consuming litigation and may be prevented from or experience substantial delays in marketing our therapies.

If we are unsuccessful defending in any such claim, in addition to being forced to pay damages, we or our licensees may be temporarily or permanently prohibited from commercializing any of our investigational therapies that were held to be infringing. If possible, we might be forced to redesign our investigational COMP360 psilocybin therapy or any future therapeutic candidates so that we no longer infringe the intellectual property rights of third parties, or we may be required to seek a license to any such technology that we are found to infringe, which license may not be available on commercially reasonable terms or at all. Even if we or our licensors or collaboration partners obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us or our licensors or collaboration partners and it could require us to make significant licensing and royalty payments. In addition, we could be found liable for significant monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a patent or other intellectual property right. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar material adverse effect on our business, financial condition, results of operations, and prospects. Any of these events, even if we were ultimately to prevail, could require us to divert substantial financial and management resources that we would otherwise be able to devote to our business.

In addition, if the breadth or strength of protection provided by our or our licensors' or collaboration partners' patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future investigational therapies. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

Intellectual property litigation could cause us to spend substantial resources, distract our personnel from their normal responsibilities, harming our reputation and our business operations.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our ADSs. Such litigation or proceedings could substantially increase our operating losses and reduce our resources available for development and commercialization activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our

confidential information could be compromised by disclosure during this type of litigation. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

We may not be successful in obtaining or maintaining necessary rights to COMP360 or any future therapeutic candidates through acquisitions and in-licenses.

In the future, our programs may require the use of proprietary rights held by third parties, and the growth of our business will likely depend in part on our ability to acquire, in-license, maintain or use these proprietary rights. In addition, with respect to any patents we co-own with third parties, we may require licenses to such co-owners' interest in such patents. We may be unable to acquire or in-license any compositions, methods of use, processes, or other third-party intellectual property rights from third parties that we identify as necessary for COMP360 or any future therapeutic candidates. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of more established companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. If we are unable to successfully obtain a license to third-party intellectual property rights necessary for the development of an investigational therapy or program, we may have to abandon development of that investigational therapy or program, which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

For example, we sometimes collaborate with U.S. and foreign academic institutions to accelerate our preclinical research or development under written agreements with these institutions. Typically, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our applicable investigational therapy or program.

Changes in patent laws or patent jurisprudence could diminish the value of patents in general or prevent us from obtaining patents and thereby impair our ability to protect our investigational therapies.

As is the case with other companies in our industry, our success is heavily dependent on our intellectual property, particularly patents. Obtaining and enforcing patents in the pharmaceutical industry involve technological and legal complexity. Therefore, obtaining and enforcing patents for therapeutics is costly, time-consuming and inherently uncertain. Changes in either the patent laws or interpretation of the patent laws in the United States or other jurisdictions could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. For example, the America Invents Act, or the AIA, enacted in the United States in 2012 and 2013, has resulted in significant changes to the U.S. patent system.

Prior to the enactment of the AIA, assuming that other requirements for patentability are met, the first to invent the claimed invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 16, 2013, under the AIA, the United States transitioned to a "first-to-file" system for deciding which party should be granted a patent when two or more patent applications are filed by different parties claiming the same invention regardless of whether a third party was the first to invent the claimed invention. On or after that date, a third party that files a patent application in the USPTO before us could be awarded a patent covering an invention of ours even if we made the invention before the third party. The AIA will require us to be cognizant going forward of the time from invention to filing of a patent application, but circumstances could prevent us from promptly filing patent applications on our inventions.

Among some of the other changes introduced by the AIA are changes that limit where a patentee may file a patent infringement suit and provide additional opportunities for third parties to challenge any pending patent application or issued patent in the USPTO. Such opportunities include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO administered post-grant proceedings, including post-grant review, *inter partes* review and derivation proceeding. This applies to all of our U.S. patents, even those issued before March 16, 2013. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in U.S. federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim in our patents invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. The AIA and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

Additionally, the United States Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the United States Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future.

If we fail to comply with our obligations under the agreements pursuant to which we license intellectual property rights to or from third parties, or otherwise experience disruptions to our business relationships with our licensors, licensees or collaborators, we could lose the rights to intellectual property that are important to our business.

We are or may become a party to third-party agreements under which we grant or are granted rights to intellectual property that are potentially important to our business and we expect that we may need to enter into additional license or collaboration agreements in the future. Our existing third-party agreements impose, and we expect that future license agreements will impose, various obligations related to, among other things, therapeutic development and payment of royalties and fees based on achieving certain milestones. In addition, under several of our collaboration agreements, we are prohibited from developing and commercializing therapies that would compete with the therapies licensed under such agreements. If we fail to comply with our obligations under these agreements, our licensor or collaboration partner may have the right to terminate the agreement, including any licenses included in such agreement.

The termination of any license or collaboration agreements or failure to adequately protect such license agreements or collaboration could prevent us from commercializing our investigational COMP360 psilocybin therapy or any future therapeutic candidates covered by the agreement or licensed intellectual property. For example, we may rely on license agreements which grant us rights to certain intellectual property and proprietary materials that we use in connection with the development of our therapies. If this agreement were to terminate, we would be unable to timely license similar intellectual property and proprietary materials from an alternate source, on commercially reasonable terms or at all, and may be required to conduct additional bridging studies on our investigational COMP360 psilocybin therapy or any future therapeutic candidates, which could delay or otherwise have a material adverse effect on the development and commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates.

Several of our existing license agreements are sublicenses from third parties which are not the original licensor of the intellectual property at issue. Under these agreements, we must rely on our

licensor to comply with its obligations under the primary license agreements under which such third party obtained rights in the applicable intellectual property, where we may have no relationship with the original licensor of such rights. If the licensors fail to comply with their obligations under these upstream license agreements, the original third-party licensor may have the right to terminate the original license, which may terminate the sublicense. If this were to occur, we would no longer have rights to the applicable intellectual property and, in the case of a sublicense, if we were not able to secure our own direct license with the owner of the relevant rights, which it may not be able to do at a reasonable cost or on reasonable terms, it may adversely affect our ability to continue to develop and commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates incorporating the relevant intellectual property.

Disputes may arise regarding intellectual property subject to a license or collaboration agreement, including the following:

- the scope of rights granted under the agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor or collaboration partner that is not subject to the agreement;
- the sublicensing of patent and other rights under any current or future collaboration relationships;
- our diligence obligations under the agreement and what activities satisfy those diligence obligations;
- the inventorship and ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our collaboration partners; and
- the priority of invention of patented technology.

In addition, our third-party agreements are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business, financial condition, results of operations, and prospects. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize the affected therapeutic candidate, which could have a material adverse effect on our business, financial conditions, results of operations, and prospects.

Confidentiality agreements with employees and others may not adequately prevent disclosure of trade secrets and protect other proprietary information.

We consider proprietary trade secrets, confidential know-how and unpatented know-how to be important to our business. We rely on trade secrets or confidential know-how to protect our technology, especially where patent protection is believed to be of limited value. However, trade secrets and confidential know-how are difficult to maintain as confidential.

To protect this type of information against disclosure or appropriation by third parties and our competitors, our policy is to require our employees, consultants, contractors and advisors to enter into confidentiality agreements with us. However, we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets or confidential know-how. Also, current or former employees, consultants, contractors and advisers may unintentionally or willfully disclose our trade secrets and confidential know-how to our competitors and other third parties or

breach such agreements, and we may not be able to obtain an adequate remedy for such breaches. Enforcing a claim that a third party obtained illegally and is using trade secrets or confidential know-how is difficult, expensive, time-consuming and unpredictable. The enforceability of confidentiality agreements may vary from jurisdiction to jurisdiction. Furthermore, if a competitor or other third party lawfully obtained or independently developed any of our trade secrets or confidential know-how, we would have no right to prevent such competitor or other third party from using that technology or information to compete with us, which could harm our competitive position. Additionally, if the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating the trade secret. If any of our trade secrets were to be disclosed to or independently developed by a competitor or other third party, our competitive position would be materially and adversely harmed.

Failure to obtain or maintain trade secrets or confidential know-how trade protection could adversely affect our competitive position. Moreover, our competitors may independently develop substantially equivalent proprietary information and may even apply for patent protection in respect of the same. If successful in obtaining such patent protection, our competitors could limit our use of our trade secrets or confidential know-how.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition by potential partners or customers in our markets of interest. If we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. If other entities use trademarks similar to ours in different jurisdictions, or have senior rights to ours, it could interfere with our use of our current trademarks throughout the world.

We may not be able to protect our intellectual property rights throughout the world and may face difficulties in certain jurisdictions, which may diminish the value of intellectual property rights in those jurisdictions.

Filing, prosecuting and defending patents on therapeutic candidates in all countries and jurisdictions throughout the world would be prohibitively expensive and our intellectual property rights in some countries outside of the UK and the United States, could be less extensive than those in the UK and the United States, assuming that rights are obtained in the UK and the U.S. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the UK and the United States, or from selling therapies or importing therapeutic substances made using our inventions in and into the UK and the United States, or other jurisdictions. In addition, we may decide to abandon national and regional patent applications before grant. Finally, the grant proceeding of each national/regional patent is an independent proceeding which may lead to situations in which applications might in some jurisdictions be refused by the relevant patent offices, while granted by others. It is also quite common that depending on the country, the scope of patent protection may vary for the same therapeutic candidate or technology.

Competitors may use our and our licensors' or collaboration partners' technologies in jurisdictions where we have not obtained patent protection to develop their own therapies and, further, may export otherwise infringing therapies to territories where we and our licensors or collaboration partners have patent protection, but enforcement is not as strong as that in the UK and the United States. These therapies may compete with COMP360 or any future therapeutic candidates, and our and our licensors' or collaboration partners' patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

The laws of some jurisdictions do not protect intellectual property rights to the same extent as the laws in the UK and the United States, and companies have encountered significant difficulties in protecting and defending such rights in such jurisdictions. If we or our licensors encounter difficulties in protecting, or are otherwise precluded from effectively protecting, the intellectual property rights important for our business in such jurisdictions, the value of these rights may be diminished and we may face additional competition from others in those jurisdictions.

Some countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, some countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors or collaboration partners is forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired and our business and results of operations may be adversely affected.

Proceedings to enforce our and our licensors' or collaboration partners' patent rights in foreign jurisdictions could result in substantial costs and divert our and our licensors' or collaboration partners' efforts and attention from other aspects of our business, regardless of whether we or our licensors or collaboration partners are successful, and could put our and our licensors' or collaboration partners' patents at risk of being invalidated or interpreted narrowly. In addition, such proceedings could put our and our licensors' or collaboration partners' patent applications at risk of not issuing and could provoke third parties to assert claims against us or our licensors or collaboration partners. We or our licensors or collaboration partners may not prevail in any lawsuits that we or our licensors or collaboration partners initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Risks Related to Our Dependence on Third Parties

We rely on third parties to supply and manufacture the psilocybin and psilocin incorporated in COMP360 and expect to continue to rely on third parties to supply and manufacture any future therapeutic candidates, and we will rely on third parties to manufacture these substances for commercial supply, if approved. If any third-party provider fails to meet its obligations manufacturing COMP360 or our future therapeutic candidates, or fails to maintain or achieve satisfactory regulatory compliance, the development of such substances and the commercialization of any therapies, if approved, could be stopped, delayed or made commercially unviable, less profitable or may result in enforcement actions against us.

We do not currently have, nor do we plan to acquire, the infrastructure or capability necessary to manufacture COMP360 or any future therapeutic candidates, including the psilocybin and psilocin incorporated into such therapeutic candidates. We rely on, and expect to continue to rely on, contract manufacturing organizations, or CMOs, for the development, manufacture and production of the psilocybin and psilocin used in our investigational therapies administered in our clinical trials and will continue to rely on such CMOs for the development, manufacture and production of any commercial supply, if our investigational therapies are approved. Currently, we engage with multiple different CMOs in the UK for all activities relating to the development, manufacture and production of all components incorporated in COMP360. Reliance on third-party providers, such as CMOs, exposes us to more risk than if we were to manufacture COMP360, or any future therapeutic candidates. We do not control the manufacturing processes of the CMOs we contract with and are dependent on those third parties for the production of COMP360 or any future therapeutic candidates in accordance with relevant regulations (such as the FDA's good laboratory practices, or GLP, cGMPs or similar regulatory requirements outside the US) for the manufacture of drug substances, which includes, among other things, quality control, quality assurance and the maintenance of records and documentation. Some of the suppliers currently engaged in the production process of COMP360, including our current supplier of API, have not in the past been subject to inspection by the FDA and/or EMA and there can be no assurance that it is in

compliance with all applicable regulations. Our failure, or the failure of third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of COMP360 or any future therapeutic candidates, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of COMP360 or any future therapeutic candidates and harm our business and results of operations.

If we were to experience an unexpected loss of supply of or if any supplier were unable to meet our demand for COMP360 or any future therapeutic candidates, we could experience delays in our research or planned clinical studies or commercialization. In addition, quality issues may arise during scale-up activities. We could be unable to find alternative suppliers of acceptable quality, in the appropriate volumes and at an acceptable cost. For example, the extent to which the COVID-19 pandemic impacts our ability to procure sufficient supplies for the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates will depend on the severity and duration of the spread of the virus, and the actions undertaken to contain COVID-19 or treat its effects. Moreover, our suppliers are often subject to strict manufacturing requirements and rigorous testing requirements, which could limit or delay production. The long transition periods necessary to switch manufacturers and suppliers, if necessary, may significantly delay our clinical studies and the commercialization of our therapies, if approved, which would materially adversely affect our business, prospects, financial condition and results of operations.

In complying with the manufacturing regulations of the FDA, the DEA, the EMA, the MHRA and other comparable foreign authorities, we and our third-party suppliers must spend significant time, money and effort in the areas of design and development, testing, production, record-keeping and quality control to assure that the therapies meet applicable specifications and other regulatory requirements. The failure to comply with these requirements could result in an enforcement action against us, including the seizure of therapies and shutting down of production, any of which could materially adversely affect our business, prospects, financial condition and results of operations. We and any of these third-party suppliers may also be subject to audits by the FDA, the DEA, the EMA, the MHRA or other comparable foreign authorities. If any of our third-party suppliers fails to comply with cGMP or other applicable manufacturing regulations, our ability to develop and commercialize the therapies could suffer significant interruptions. We face risks inherent in relying on a limited number of CMOs, as any disruption, such as a fire, natural hazards or vandalism at the CMO could significantly interrupt our manufacturing capability. We currently do not have disaster recovery facilities available. In case of a disruption, we will have to establish alternative manufacturing sources. This would require substantial capital on our part, which we may not be able to obtain on commercially acceptable terms or at all, and we would likely experience months of manufacturing delays as we build or locate replacement facilities and seek and obtain necessary regulatory approvals. If this occurs, we will be unable to satisfy manufacturing needs on a timely basis or at all. In addition, operating any new facilities may be more expensive than operating our current facility, and business interruption insurance may not adequately compensate us for any losses that may occur, in which case we would have to bear the additional cost of any disruption. For these reasons, a significant disruptive event of the manufacturing facility could have a material adverse effect on our business, including placing our financial stability at risk.

We rely, and expect to continue to rely, on third parties, including independent clinical investigators, academic collaborators and CROs, to conduct our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates and our business could be substantially harmed.

We have relied upon and plan to continue to rely upon third parties, including independent clinical investigators, academic collaborators and third-party CROs, to conduct our preclinical studies and clinical trials and to monitor and manage data for our ongoing preclinical and clinical programs. We rely on these

parties for execution of our preclinical studies and clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies and trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on these third parties does not relieve us of our regulatory responsibilities. We and our third-party contractors and CROs are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA, the EMA, the MHRA and comparable foreign regulatory authorities for all of our therapies in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we, our investigators, academic collaborators or any of our CROs fail to comply with applicable GCPs, the clinical data generated in our clinical trials may be deemed unreliable and the FDA, the EMA, the MHRA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP regulations. In addition, our clinical trials must be conducted with product produced under cGMP regulations. Our failure, or the failure of our third-party contractors and CROs, to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process and could also subject us to enforcement action up to and including civil and criminal penalties.

Further, these investigators, academic collaborators and CROs are not our employees and we will not be able to control, other than by contract, the amount of resources, including time, which they devote to our investigational COMP360 psilocybin therapy or any future therapeutic candidates and clinical trials. If independent investigators, academic collaborators or CROs fail to devote sufficient resources to the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, or if their performance is substandard, it may delay or compromise the prospects for approval and commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates that we develop. In addition, the use of third-party service providers requires us to disclose our proprietary information to these parties, which could increase the risk that this information will be misappropriated. In addition, investigators, academic collaborators and CROs may have difficulty staffing, undergo changes in priorities or become financially distressed or form relationships with other entities, some of which may be our competitors, any of which materially adversely affect our business.

Our CROs have the right to terminate their agreements with us in the event of an uncured material breach. In addition, some of our CROs have an ability to terminate their respective agreements with us if it can be reasonably demonstrated that the safety of the subjects participating in our clinical trials warrants such termination, if we make a general assignment for the benefit of our creditors or if we are liquidated.

There is a limited number of third-party service providers that specialize in or have the expertise required to achieve our business objectives. If any of our relationships with these third-party CROs or clinical investigators terminate, we may not be able to enter into arrangements with alternative CROs, academic collaborators or investigators on commercially reasonable terms or at all. If CROs, academic collaborators or clinical investigators do not successfully carry out their contractual duties or obligations or meet expected deadlines, or if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates. As a result, our results of operations and the commercial prospects for our investigational COMP360 psilocybin therapy or any future therapeutic candidates would be harmed, our costs could increase and our ability to generate revenue could be delayed.

Switching or adding additional CROs (or investigators) involves additional cost and requires management time and focus. In addition, delays occur during the natural transition period when a new CRO commences work, which can materially impact our ability to meet our desired development timelines. Though we carefully manage our relationships with our CROs, there can be no assurance that

we will not encounter similar challenges or delays in the future, or that these delays or challenges will not have a material adverse impact on our business or financial condition and prospects.

There are a number of third parties that conduct investigator-initiated studies, or IISs, using COMP360 provided by us. We do not sponsor these IISs, and encourage the open publication of all IIS findings. Any failure by a third party to meet its obligations with respect to the clinical development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates may delay or impair our ability to obtain regulatory approval for COMP360. Investigator-initiated studies of COMP360 or any future therapeutic candidates may generate clinical trial data that raises concerns regarding the safety or effectiveness of COMP360 and any data generated in investigator-initiated studies may not be predictive of the results in populations or indications in which we are conducting, or plan to conduct, clinical trials.

There are a number of academic and private non-academic institutions that conduct and sponsor clinical trials relating to COMP360. We do not control the design or conduct of the investigator-initiated studies, and the FDA or comparable foreign regulatory authorities could determine that these investigator-initiated studies do not provide adequate support for future clinical trials, whether controlled by us or third parties, for any one or more reasons, including elements of the design or execution of the studies, safety concerns or other study results. These investigator-initiated studies may be conducted using different populations or indications than are used in our clinical trials. We also do not have control over academic or private non-academic institutions' disclosure of information, and these parties may disclose sensitive information or results of studies without our approval or consent.

As a result of these investigator-initiated studies, we will receive certain information rights with respect to the investigator-initiated studies, including access to and the ability to use and reference the resulting data, including for our own regulatory filings. However, we do not have control over the timing and reporting of the data from investigator-initiated studies, nor do we necessarily own or control the data from the investigator-initiated studies. If we are unable to confirm or replicate the results from the investigator-initiated studies or if negative results are obtained, we would likely be further delayed or prevented from advancing further clinical development of COMP360 or any future therapeutic candidates. Any data generated in investigator-initiated studies may not be predictive of the results in populations or indications in which we are conducting, or plan to conduct, clinical trials. Any data perceived to be negative, however, could harm our ability to advance the clinical development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, and we may not be able to investigate whether such negatively perceived data reflects issues with the design and/or conduct of the investigator-initiated study or if it actually reflects characteristics of our therapeutic approach. Further, if investigators or institutions breach their obligations with respect to the clinical development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, or if the data proves to be inadequate compared to the first-hand knowledge we might have gained had the investigator-initiated studies been sponsored and conducted by us, then our ability to design and conduct any future clinical trials ourselves may be adversely affected.

Additionally, the FDA or comparable foreign regulatory authorities may disagree with the sufficiency of our right of reference to the preclinical, manufacturing or clinical data generated by these investigator-initiated studies, or our interpretation of preclinical, manufacturing or clinical data from these investigator-initiated studies. If so, the FDA or other comparable foreign regulatory authorities may require us to obtain and submit additional preclinical, manufacturing, or clinical data before we may initiate our planned trials and/or may not accept such additional data as adequate to initiate our planned trials.

Risks Related to Our Business Operations, Managing Growth and Employee Matters

A pandemic, epidemic, or outbreak of an infectious disease, such as the COVID-19 pandemic, may materially and adversely affect our business, including our preclinical studies, clinical trials, third parties on whom we rely, our supply chain, our ability to raise capital, our ability to conduct regular business and our financial results.

We are subject to risks related to public health crises such as the COVID-19 pandemic. The COVID-19 pandemic originated in Wuhan, China, in December 2019 and has since spread to a large number of countries, including the United States and most European countries. The pandemic and policies and regulations implemented by governments in response to the pandemic, often directing businesses and governmental agencies to cease non-essential operations at physical locations, prohibiting certain nonessential gatherings and ceasing non-essential travel have also had a significant impact, both direct and indirect, on businesses and commerce, as worker shortages have occurred, supply chains have been disrupted, facilities and production have been suspended, and demand for certain goods and services, such as medical service and supplies, has spiked, while demand for other goods and services, such as travel, has fallen. The full extent to which COVID-19 will ultimately impact our business, preclinical trials and financial results will depend on future developments, which are highly uncertain and cannot be accurately predicted, including new information which may emerge concerning the severity of COVID-19 and the actions to contain COVID-19 or treat its impact, among others. Global health concerns, such as the COVID-19 pandemic, could also result in social, economic, and labor instability in the countries in which we or the third parties with whom we engage operate.

In response to the COVID-19 pandemic, we have taken temporary precautionary measures intended to help minimize the risk of the virus to our employees, including closing our executive offices and temporarily requiring all employees to work remotely, suspending all non-essential travel worldwide for our employees and discouraging employee attendance at industry events and in-person work-related meetings, all of which could negatively affect our business. The extent of the impact of the COVID-19 pandemic on our preclinical studies or clinical trial operations, our supply chain and manufacturing and our office-based business operations, will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the duration of the pandemic, the severity of the COVID-19 pandemic, or the effectiveness of actions to contain and treat coronavirus. On March 23, 2020, we paused the enrollment of new patients into our clinical trials, including our ongoing Phase IIb clinical trial of COMP360 in TRD. While we have since partially resumed enrollment, there can be no guarantee we will not be forced to pause enrollment again, face difficulties or additional costs in enrolling patients in future clinical trials or that we will be able to achieve full enrollment of our studies within the timeframes we anticipate, or at all.

While we are working closely with our third-party manufacturers, distributors and other partners to manage our supply chain activities and mitigate potential disruptions to the production of COMP360 and any future therapeutic candidates as a result of the COVID-19 pandemic, if the COVID-19 pandemic continues and persists for an extended period of time, we expect there will be significant and material disruptions to our supply chain and operations, and associated delays in the manufacturing and supply of COMP360 and any future therapeutic candidates. Any such supply disruptions would adversely impact our ability to generate sales of and revenue from our approved products and our business, financial condition, results of operations and growth prospects could be materially adversely affected.

The COVID-19 pandemic may also affect employees of third-party CROs located in affected geographies that we rely upon to carry out our clinical trials. For example, the investigator-initiated studies at the University of Copenhagen and at the University of Zurich were both placed on hold. As COVID-19 continues to be present and spread around the globe, we may experience additional disruptions that could severely impact our business and clinical trials, including:

- delays or difficulties in enrolling patients in our clinical trials;

- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of sites or facilities serving as our clinical trial sites and staff supporting the conduct of our clinical trials, including our trained therapists, or absenteeism due to the COVID-19 pandemic that reduces site resources;
- interruption of key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel imposed or recommended by federal, state or national governments, employers and others or interruption of clinical trial subject visits and study procedures, the occurrence of which could affect the integrity of clinical trial data;
- risk that participants enrolled in our clinical trials will acquire COVID-19 while the clinical trial is ongoing, which could impact the results of the clinical trial, including by increasing the number of observed adverse events or patient withdrawals from our trials;
- limitations in employee resources that would otherwise be focused on conducting our clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people;
- delays in receiving authorizations from regulatory authorities to initiate our planned clinical trials;
- delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials;
- interruption in global shipping that may affect the transport of clinical trial materials, such as the COMP360 used in our clinical trials;
- changes in local regulations as part of a response to the COVID-19 pandemic which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or the discontinuation of the clinical trials altogether;
- interruptions or delays in preclinical studies due to restricted or limited operations at research and development laboratory facilities;
- delays in necessary interactions with local regulators, ethics committees and other important agencies and contractors due to limitations in employee resources or forced furlough of government employees; and
- refusal of the FDA, the EMA, the MHRA or the other regulatory bodies to accept data from clinical trials in affected geographies outside the United States or the EU or other relevant local geography.

Any negative impact the COVID-19 pandemic has on patient enrollment or treatment or the development of our investigational COMP360 psilocybin therapy and any future therapeutic candidates could cause costly delays to clinical trial activities, which could adversely affect our ability to obtain regulatory approval for and to commercialize our investigational COMP360 psilocybin therapy and any future therapeutic candidates, if approved, increase our operating expenses, and have a material adverse effect on our financial results. The COVID-19 pandemic has also caused significant volatility in public equity markets and disruptions to the United States and global economies. This increased volatility and economic dislocation may make it more difficult for us to raise capital on favorable terms, or at all. Although we have begun to experience the impact of the COVID-19 pandemic on our business and operations, we cannot currently predict the scope and severity of any potential business shutdowns or disruptions. If we or any of the third parties with whom we engage, however, were to experience

shutdowns or other business disruptions, our ability to conduct our business in the manner and on the timelines presently planned could be materially and negatively affected, which could have a material adverse impact on our business and our results of operations and financial conditions. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also heighten many of the other risks described in this “Risk Factors” section, such as those relating to the timing and completion of our clinical trials and our ability to obtain future financing.

Our future growth and ability to compete effectively depends on retaining our key personnel and recruiting additional qualified personnel, and on the key personnel employed by our collaborative partners.

Our success depends upon the continued contributions of our key management, scientific and technical personnel, many of whom have been instrumental for us and have substantial experience with our therapies and related technologies. These key management individuals include the members of our board of directors and certain executive officers. We do not currently maintain any key person insurance.

The loss of key managers and senior scientists could delay our research and development activities. In addition, our ability to compete in the highly competitive pharmaceutical industry depends upon our ability to attract and retain highly qualified management, scientific and medical personnel. Many other companies and academic institutions that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. Therefore, we might not be able to attract or retain these key persons on conditions that are economically acceptable. Moreover, some qualified prospective employees may choose not to work for us due to negative perceptions regarding the therapeutic use of psilocybin or other objections to the therapeutic use of a controlled substance. Furthermore, we will need to recruit new managers and qualified scientific personnel to develop our business if we expand into fields that will require additional skills. Our inability to attract and retain these key persons could prevent us from achieving our objectives and implementing our business strategy, which could have a material adverse effect on our business and prospects.

We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the area of sales and marketing. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

In addition, certain key academic and scientific personnel play a pivotal role in our collaborative partners’ research and development activities. If any of those key academic and scientific personnel who work on development of our research programs, our investigational COMP360 psilocybin therapy and any future therapeutic candidates leave our collaborative partners, the development of our research programs, our investigational COMP360 psilocybin therapy and any future therapeutic candidates may be delayed or otherwise adversely affected.

Our employees, independent contractors, principal investigators, institutions and researchers of investigator-initiated study, CROs, consultants, vendors, third-party therapy sites, therapists and collaboration partners and third parties may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading, which could have a material adverse effect on our business.

We are exposed to the risk that our employees, independent contractors, principal investigators, institutions and researchers of investigator-initiated study, CROs, consultants, vendors, third-party therapy sites, therapists and collaboration partners may engage in fraudulent conduct or other illegal activities. Misconduct by these parties could include intentional, reckless and negligent conduct or unauthorized

activities that violate, among other things: (i) the regulations of the FDA, the EMA, the MHRA and other comparable foreign regulatory authorities, including those laws that require the reporting of true, complete and accurate information to such authorities; (ii) manufacturing standards; (iii) federal and state data privacy, security, fraud and abuse and other healthcare laws and regulations in the United States and abroad; or (iv) laws that require the reporting of true, complete and accurate financial information and data. Specifically, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws could also involve the improper use or misrepresentation of information obtained in the course of clinical trials or creating fraudulent data in our preclinical studies or clinical trials, which could result in regulatory sanctions and cause serious harm to our reputation.

Our commercialization model also entails the risk of malpractice and professional liability claims against both our third-party therapy sites and us as a result of actual or alleged therapist misconduct. Although we, and the third-party therapy sites with which we engage, carry insurance covering malpractice and professional liability claims in amounts that we believe are appropriate in light of the risks attendant to our business, successful malpractice or professional liability claims could result in substantial damage awards that exceed the limits of our insurance coverage and our third-party therapy sites' insurance coverage. In addition, professional liability insurance is expensive and insurance premiums may increase significantly in the future, particularly as we expand our services. As a result, adequate professional liability insurance may not be available to our providers or to us in the future at acceptable costs or at all. Any claims made against us that are not fully covered by insurance could be costly to defend against, result in substantial damage awards against us and divert the attention of our management and our third-party therapy sites from our operations, which could have a material adverse effect on our business, financial condition and results of operations. In addition, any such claims may materially and adversely affect our business or reputation.

It is not always possible to identify and deter misconduct by employees and other third parties, including our therapists, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with such laws or regulations. Additionally, we are subject to the risk that a person could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business and results of operations, including the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgements, possible exclusion from participation in Medicare, Medicaid and other U.S. federal healthcare programs, imprisonment, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, other sanctions, contractual damages, reputational harm, diminished profits and future earnings and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

We face substantial competition and our competitors may discover, develop or commercialize therapies before or more successfully than us, which may result in the reduction or elimination of our commercial opportunities.

The pharmaceutical and psychedelic industry is intensely competitive and subject to rapid and significant technological change. Our competitors include multinational pharmaceutical companies, universities and other research institutions. We also face competition from 501(c)(3) non-profit medical research organizations, including the Usona Institute. Such non-profits may be willing to provide psilocybin-based products at cost or for free, undermining our potential market for COMP360. In addition, a number of for-profit biotechnology companies or institutions are specifically pursuing the development of

psilocybin to treat mental health illnesses, including TRD. In addition, an increasing number of companies are stepping up their efforts in discovery of new psychedelic compounds. It is also probable that the number of companies seeking to develop psychedelic products and therapies for the treatment of mental health illnesses, such as depression, will increase. If any of our competitors is granted an NDA for their psychedelic-assisted therapies before us and manages to obtain approval for a broader indication, and thus access a wider patient population, we may face more intensified competition from such potential psychedelic-assisted therapies and increased difficulties in winning market acceptance of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. All of these risks are heightened because psilocybin, which is a naturally occurring substance and therefore not subject to patent protection, may be deemed an appropriate substitute for COMP360.

We also face competition from major pharmaceutical, biopharmaceutical and biotechnology companies who have developed or are developing non-psilocybin or psychedelic based therapies for the treatment of MDD and TRD, and will face future competition for any other indications we may seek to treat with our investigational COMP360 psilocybin therapy. There are a number of companies that currently market and sell products or therapies, or are pursuing the development of products or therapies, for the treatment of depression, including antidepressants such as SSRIs and serotonergic norepinephrine reuptake inhibitors, or SNRIs, antipsychotics, cognitive behavioral therapy, or CBT, esketamine and ketamine, repeat transcranial magnetic stimulation, or rTMS, electroconvulsive therapy, or ECT, vagus nerve stimulation, or VNS, and deep brain stimulation, or DBS, among others. Many of these pharmaceutical, biopharmaceutical and biotechnology competitors have established markets for their therapies and have substantially greater financial, technical, human and other resources than we do and may be better equipped to develop, manufacture and market superior products or therapies. In addition, many of these competitors have significantly greater experience than we have in undertaking nonclinical studies and human clinical trials of new therapeutic substances and in obtaining regulatory approvals of human therapeutic products. Accordingly, our competitors may succeed in obtaining FDA, EMA or MHRA approval for alternative or superior products. In addition, many competitors have greater name recognition and more extensive collaborative relationships. Smaller and earlier-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies.

The field in which we operate is characterized by a growing and shifting understanding of disease biology, changing technologies, and strong intellectual property barriers to entry, and many companies are involved in the creation, development and commercialization of novel therapeutics and technology platforms. Our competitors may develop therapies that are more effective, more convenient, more widely used and less costly or have a better safety profile than our therapies and these competitors may also be more successful than we are in manufacturing and marketing their therapies. Additionally, there can be no assurance that our competitors are not currently developing, or will not in the future develop, technologies and therapies that are equally or more economically attractive as our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Competing alternative therapies or technology platforms may gain faster or greater market acceptance than our therapies or technology platforms and medical advances or rapid technological development by competitors may result in our investigational COMP360 psilocybin therapy or any future therapeutic candidates or technology platforms becoming non-competitive or obsolete before we are able to recover our research and development and commercialization expenses. If we are unable to compete effectively against these companies, then we may not be able to commercialize our investigational COMP360 psilocybin therapy or any future therapeutic candidates or achieve a competitive position in the market. This would materially and adversely affect our ability to generate revenue. Our competitors also compete with us in recruiting and retaining qualified scientific, management and commercial personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

We anticipate that we will face intense and increasing competition as new treatments enter the market.

Acquisitions and investments could result in operating difficulties, dilution and other harmful consequences that may adversely impact our business, financial condition and results of operations. Additionally, if we are not able to identify and successfully acquire suitable businesses, our operating results and prospects could be harmed.

We may in the future make additional acquisitions or investments to add employees, complementary companies, therapies, products, solutions, technologies, or revenue. These transactions could be material to our business, financial condition and results of operations. We also expect to continue to evaluate and enter into discussions regarding a wide array of potential strategic transactions. The identification of suitable acquisition or investment candidates can be difficult, time-consuming and costly, and we may not be able to complete acquisitions or investment on favorable terms, if at all. The process of integrating an acquired company, business or technology and managing our future investments may create unforeseen operating difficulties and expenditures. The areas where we face risks include:

- loss of key employees of the acquired company and other challenges associated with integrating new employees into our culture, as well as reputational harm if integration is not successful;
- diversion of management time and focus from operating our business to addressing acquisition integration and investment management challenges;
- high uncertainty with respect to any investment in companies engaging in early stage drug discovery and development with limited proof of concept, which might result in significant investment loss;
- challenges in identifying suitable investment opportunities in the digital health market and diversion of management time and resources to integrate such investments into our business due to our lack of experience in such market;
- implementation or remediation of controls, procedures, and policies at any acquired company;
- difficulties in integrating and managing the combined operations, technologies, technology platforms and products of any acquired companies and realizing the anticipated economic, operational and other benefits in a timely manner, which could result in substantial costs and delays or other operational, technical or financial problems;
- integration of the acquired company's accounting, human resource and other administrative systems, and coordination of product, engineering and sales and marketing function;
- assumption of contractual obligations that contain terms that are not beneficial to us, require us to license or waive intellectual property rights, or increase our risk for liabilities;
- failure to successfully further develop the acquired technology or realize our intended business strategy;
- our dependence on unfamiliar affiliates and partners of acquired businesses;
- uncertainty of entry into markets in which we have limited or no prior experience or in which competitors have stronger market positions;
- unanticipated costs associated with pursuing investments or acquisitions;
- failure to find commercial success with the products or services of the acquired company;

- difficulty of transitioning the acquired technology onto our existing platforms and maintaining the security standards for such technology consistent with our other solutions;
- responsibility for the liabilities of acquired businesses, including those that were not disclosed to us or exceed our estimates, as well as, without limitation, liabilities arising out of their failure to maintain effective data protection and privacy controls and comply with applicable regulations;
- inability to maintain our internal standards, controls, procedures, and policies;
- failure to generate the expected financial results related to an acquisition in a timely manner or at all;
- difficulties in complying with antitrust and other government regulations;
- challenges in integrating and auditing the financial statements of acquired companies that have not historically prepared financial statements in accordance with generally accepted accounting principles, or GAAP;
- potential accounting charges to the extent intangibles recorded in connection with an acquisition, such as goodwill;
- trademarks, client relationships or intellectual property, are later determined to be impaired and written down in value; and
- failure to accurately forecast the impact of an acquisition transaction.

Moreover, we may rely heavily on the representations and warranties provided to us by the sellers of acquired companies or strategic partners, including as they relate to creation of, and ownership and rights in, intellectual property, existence of open source and compliance with laws and contractual requirements. If any of these representations and warranties are inaccurate or breached, such inaccuracy or breach could result in costly litigation and assessment of liability for which there may not be adequate recourse against such sellers, in part due to contractual time limitations and limitations of liability.

Future acquisitions and investments could also result in expenditures of significant cash, dilutive issuances of our equity securities, the incurrence of debt, restrictions on our business, contingent liabilities, amortization expenses or write-offs of goodwill, any of which could harm our financial condition. In addition, any acquisitions or investments we announce could be viewed negatively by collaborative partners, employees, vendors, patients, shareholders, or investors.

Additionally, competition within our industry for acquisitions of business, technologies and assets may become heightened. Even if we are able to identify an acquisition or investment that we would like to consummate, we may not be able to complete the acquisition or investment on commercially reasonable terms or the target may be acquired by another company. We may enter into negotiations for acquisitions or investments that are not ultimately consummated. Those negotiations could result in diversion of management time and significant out-of-pocket costs. If we fail to evaluate and execute acquisitions or investments successfully, we may not be able to realize the benefits of these acquisitions or investments, and our operating results could be harmed. If we are unable to successfully address any of these risks, our business, financial condition and results of operations could be harmed.

If we are not able to maintain and enhance our reputation and brand recognition, our business, financial condition and results of operations will be harmed.

We believe that maintaining and enhancing our reputation and brand recognition is critical to our relationships with existing and future third-party therapy sites, therapists, patients and collaborators, and

to our ability to attract clinics to become our third-party therapy sites offering our therapies. The promotion of our brand may require us to make substantial investments and we anticipate that, as our market becomes increasingly competitive, these marketing initiatives may become increasingly difficult and expensive. Brand promotion and marketing activities may not be successful or yield increased revenue, and to the extent that these activities yield increased revenue, the increased revenue may not offset the expenses we incur and our business, financial condition and results of operations could be harmed. In addition, any factor that diminishes our reputation or that of our management, including failing to meet the expectations of our network of third-party therapy sites, therapists and patients, could harm our reputation and brand and make it substantially more difficult for us to attract new third-party therapy sites, therapists and patients. If we do not successfully maintain and enhance our reputation and brand recognition, our business may not grow and we could lose our relationships with third-party therapy sites, therapists and patients, which would harm our business, financial condition and results of operations.

Our business is subject to economic, political, regulatory and other risks associated with international operations.

Our business is subject to risks associated with conducting business internationally. Accordingly, our future results could be harmed by a variety of factors, including the following:

- economic weakness, including inflation, political instability in particular in foreign economies and markets, and the potentially severe continued United States and global economic impact caused by the COVID-19 pandemic;
- differing regulatory requirements for drug approvals;
- differing jurisdictions potentially presenting different issues for securing, maintaining or obtaining freedom to operate in such jurisdictions;
- potentially reduced protection for intellectual property rights;
- difficulties in compliance with different, complex and changing laws, regulations and court systems of multiple jurisdictions and compliance with a wide variety of foreign laws, treaties and regulations;
- changes in regulations and customs, tariffs and trade barriers;
- changes in currency exchange rates of the euro, U.S. dollar, pound sterling and currency controls;
- changes in a specific country's or region's political or economic environment;
- trade protection measures, import or export licensing requirements or other restrictive actions by governments;
- differing reimbursement regimes and price controls in certain international markets;
- negative consequences from changes in tax laws;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- workforce uncertainty in countries where labor unrest is more common than in the United States and EU;

- difficulties associated with staffing and managing international operations, including differing labor relations;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geo-political actions, including war, terrorism, pandemics, or natural disasters including earthquakes, typhoons, floods and fires.

Our current and potential future digital technologies may not be successful, which may adversely affect our business, financial condition and results of operations.

We currently employ digital technologies to collect data, educate patients and therapists, collect digital phenotyping information, and harness artificial intelligence. We also plan to expand our research into digital technology to complement and augment our current or future investigational therapies, and may work with technology companies or other third parties to acquire or develop new technologies. Our efforts to develop or acquire these technologies will involve significant time, costs, and other resources, and may divert our management team's attention and focus from executing on other key elements of our strategy. If our efforts to develop or acquire these digital technologies are unsuccessful, it may have a materially adverse impact on our business, future prospects and financial position.

Our current or future digital technology solutions could compromise sensitive information related to our business, patients, healthcare professionals, therapists, third-party therapy sites and collaborators, or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and our reputation.

Our current and future digital technology solutions may involve the collection, storage, usage or disclosure of sensitive data, including protected health information, or PHI, and other types of personal data or personally identifiable information, or PII. We may also process and store, and use additional third parties to process and store, sensitive information including intellectual property and other proprietary business information of ours and our third-party collaborators.

We may also be highly dependent on information technology networks and systems, including the internet, to securely process, transmit and store this critical information. Security incidents or breaches of this infrastructure, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, and employee or contractor error, negligence or malfeasance, could create system disruptions, shutdowns or unauthorized disclosure or modifications of confidential information, causing member health information to be accessed, acquired or altered without authorization or to become publicly available. We utilize third-party service providers for important aspects of the collection, storage and transmission of client, user and patient information, and other confidential and sensitive information, and therefore rely on third parties to manage functions that have material cybersecurity risks. We take certain administrative and technological safeguards to address these risks, such as by requiring outsourcing contractors who handle or subcontract the handling of client, user and patient information for us to enter into agreements that contractually obligate those contractors and any subcontractors to use reasonable efforts to safeguard PHI, other PII, and other sensitive information. Measures taken to protect our systems, those of our subcontractors, or the PHI, other PII, or other sensitive data we or our subcontractors process or maintain, may not adequately protect us from the risks associated with the collection, storage and transmission of such information. Although we take steps to help protect confidential and other sensitive information from unauthorized access or disclosure, our information technology and infrastructure may be vulnerable to attacks by hackers or viruses, failures or breaches due to third-party action, employee negligence or error, malfeasance or other disruptions.

A security breach or privacy violation that leads to disclosure or unauthorized use or modification of, or that prevents access to or otherwise impacts the confidentiality, security, or integrity of, member information, including PHI or other PII, or other sensitive information we or our subcontractors maintain or

otherwise process, could harm our reputation, compel us to comply with breach notification laws, cause us to incur significant costs for remediation, fines, penalties, notification to individuals and for measures intended to repair or replace systems or technology and to prevent future occurrences, potential increases in insurance premiums, and require us to verify the accuracy of database contents, resulting in increased costs or loss of revenue. If we are unable to prevent such security breaches or privacy violations or implement satisfactory remedial measures, or if it is perceived that we have been unable to do so, our operations could be disrupted, we may be unable to provide access to our platform, and could suffer a loss of clients or users or a decrease in the use of our platform, and we may suffer loss of reputation, adverse impacts on client, user and investor confidence, financial loss, governmental investigations or other actions, regulatory or contractual penalties, and other claims and liability. In addition, security breaches and other inappropriate access to, or acquisition or processing of, information can be difficult to detect, and any delay in identifying such incidents or in providing any notification of such incidents may lead to increased harm.

Any such breach or interruption of our systems or any of our third-party information technology partners, could compromise our networks or data security processes and sensitive information could be inaccessible or could be accessed by unauthorized parties, publicly disclosed, lost or stolen. Any such interruption of access, improper or unauthorized access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws and regulations that protect the privacy of member information or other personal information, such as HIPAA, and the GDPR, the CCPA, and regulatory penalties.

Unauthorized access, loss or dissemination could also disrupt our operations, including our ability to perform our services, provide member assistance services, conduct research and development activities, collect, process, and prepare company financial information, provide information about our current and future therapeutic candidates and engage in other user and clinician education and outreach efforts. Any such breach could also result in the compromise of our trade secrets and other proprietary information or that of third parties whose information we maintain, which could adversely affect our business and competitive position. While we maintain insurance covering certain security and privacy damages and claim expenses, we may not carry insurance or maintain coverage sufficient to compensate for all liability and in any event, insurance coverage would not address the reputational damage that could result from a security incident.

Our business and operations would suffer in the event of computer system failures, cyber-attacks or deficiencies in our cyber security or cyber security of our collaborators, vendors and other partners.

Given our limited operating history, we are still in the process of implementing our internal security measures. Our internal computer systems, which are managed entirely by a third party, and those of current and future third parties on which we rely may fail and are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war, pandemics and telecommunications and electrical failure. Any system failure, accident or security breach that causes interruptions in our own or in third-party service vendors' operations could result in a material disruption of our therapeutic development programs. In addition, our information technology and other internal infrastructure systems, including corporate firewalls, servers, leased lines and connection to the Internet, face the risk of systemic failure that could disrupt our operations. While we have not, to our knowledge, experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on third parties for the manufacture of COMP360 or any future therapeutic candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or

proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates could be hindered or delayed. Furthermore, we may incur additional costs to remedy the damage caused by these disruptions or security breaches.

Our current operations are headquartered in one location, and we or the third parties upon whom we depend may be adversely affected by unplanned natural disasters, as well as occurrences of civil unrest, and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster, including earthquakes, outbreak of disease or other natural disasters.

Our current business operations are headquartered in our offices in London, UK, with an additional office in New York in the U.S. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or man-made accidents or incidents, including events of civil unrest that result in us being unable to fully utilize our facilities, or the manufacturing facilities of our third-party contract manufacturers, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates or interruption of our business operations. Such unplanned natural disasters could further disrupt our operations, and have a material and adverse effect on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. For risks in connection with the COVID-19 pandemic, see “ — A pandemic, epidemic, or outbreak of an infectious disease, such as the COVID-19 pandemic, may materially and adversely affect our business, including our preclinical studies, clinical trials, third parties on whom we rely, our supply chain, our ability to raise capital and our ability to conduct regular business and our financial results.”

The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which, could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot ensure that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third-party contract manufacturers, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed.

Unfavorable global economic conditions could adversely affect our business, financial condition or results of operations.

Our results of operations could be adversely affected by general conditions in the global economy and in the global financial markets. The most recent global financial crisis caused extreme volatility and disruptions in the capital and credit markets. A severe or prolonged economic downturn, including due to the impact of the COVID-19 pandemic, could result in a variety of risks to our business, including a reduced ability to raise additional capital when needed on acceptable terms, if at all. A weak or declining economy or international trade disputes could also strain our third-party suppliers, possibly resulting in supply disruption. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current economic climate and financial market conditions could adversely impact our business.

The increasing use of social media platforms presents new risks and challenges.

Social media is increasingly being used to communicate about our clinical development programs and the diseases our investigational COMP360 psilocybin therapy or any future therapeutic candidates are being developed to treat, and we may use appropriate social media in connection with our commercialization efforts of our investigational COMP360 psilocybin therapy following approval of COMP360 or any future therapeutic candidates, if any. Social media practices in the biopharmaceutical industry continue to evolve, and regulations and regulatory guidance relating to such use are evolving and not always clear. This evolution creates uncertainty and risk of noncompliance with regulations applicable to our business, resulting in potential regulatory actions against us, along with the potential for litigation related to certain prohibited activities. For example, patients may use social media channels to comment on their experience in an ongoing clinical trial or to report an alleged adverse event. When such disclosures occur, there is a risk that trial enrollment may be adversely impacted, we fail to monitor and comply with applicable adverse event reporting obligations, or that we may not be able to defend our business or the public's legitimate interests in the face of the political and market pressures generated by social media due to restrictions on what we may say about our investigational COMP360 psilocybin therapy or any future therapeutic candidates. There is also a risk of inappropriate disclosure of sensitive information or negative or inaccurate posts or comments about us on any social networking website. If any of these events were to occur or we otherwise fail to comply with applicable regulations, we could incur liability, face regulatory actions or incur other harm to our business.

Risks Related to the Offering and Ownership of Our ADSs

There has been no prior active trading market for our ADSs and an active and liquid market for our ADSs may fail to develop, which could harm the market price of our ADSs and you may not be able to resell your ADSs at or above the initial public offering price.

This offering constitutes our initial public offering of ADSs, and no public market has previously existed for our ADSs. We have applied to list our ADSs on the Nasdaq Global Market, or Nasdaq, and we expect our ADSs to be quoted on Nasdaq, subject to completion of customary procedures in the United States. Any delay in the commencement of trading of our ADSs on the Nasdaq would impair the liquidity of the market for our ADSs and make it more difficult for holders to sell their ADSs.

Even if our ADSs are listed and quoted on Nasdaq, there is a risk that an active trading market for our ADSs may not develop or be sustained after this offering is completed. The initial offering price was determined by negotiations among the lead underwriters and us. Among the factors considered in determining the initial offering price will be the following:

- our financial information;
- the history of, and the future prospects for, our company and the industry in which we compete;
- an assessment of our management, its past and present operations, and the prospects for, and timing of, our future revenue;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

Following the offering, our ADSs may not trade at a price equal to or greater than the initial offering price. The initial offering price may not be indicative of the market price of our ADSs after the offering. In the absence of an active trading market for our ADSs, investors may not be able to sell their ADSs at or above the initial offering price or at the time that they would like to sell.

The market price of our ADSs may be volatile and you could lose all or part of your investment.

The price of the securities of publicly-traded emerging pharmaceutical and drug discovery and development companies has been highly volatile and is likely to remain highly volatile in the future. As a result of this volatility, you may not be able to sell your ADSs at or above the initial public offering price. The market price of our ADSs may fluctuate significantly due to a variety of factors, including the following:

- positive or negative results of testing and clinical trials by us, strategic partners or competitors;
- delays in entering into strategic relationships with respect to development or commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates;
- entry into strategic relationships on terms that are not deemed to be favorable to us;
- technological innovations or commercial therapeutic introductions by competitors;
- changes in government regulations and healthcare payment systems;
- developments concerning proprietary rights, including patent and litigation matters;
- public concern relating to the commercial value or safety of any of our investigational COMP360 psilocybin therapy or any future therapeutic candidates;
- negative publicity or public perception of the use of psilocybin as a treatment therapy;
- financing or other corporate transactions;
- publication of research reports or comments by securities or industry analysts;
- the trading volume of our ADSs on Nasdaq;
- sales of our ADSs by us, members of our senior management and directors or our shareholders or the anticipation that such sales may occur in the future;
- general market conditions in the pharmaceutical industry or in the economy as a whole;
- general economic, political, and market conditions and overall market volatility in the United States or the UK as a result of the COVID-19 pandemic or other pandemics or similar events; and
- other events and factors, many of which are beyond our control.

These and other market and industry factors may cause the market price and demand for our securities to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their ADSs and may otherwise negatively affect the liquidity of our ADSs. In addition, the stock market in general, and pharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies, including as a result of the COVID-19 pandemic.

Certain significant shareholders will continue to own a substantial number of our ordinary shares (including ordinary shares represented by ADSs) and, as a result, may be able to exercise control over us, including the outcome of shareholder votes. Certain of our directors and officers hold interests in one of these shareholders and these shareholders may have different interests from us or your interests.

Upon the completion of this offering, ATAI Life Sciences AG, or ATAI, will hold an aggregate of % of our total outstanding ordinary shares, and McQuade Center for Strategic Research and Development LLC, or MSRD, will hold % of our total outstanding ordinary shares. As a result, these parties may be able to determine all matters requiring shareholder approval. For example, these shareholders may be able to exert control over our business, including significant corporate actions such as mergers, schemes of arrangement, sales of substantially all of our assets, and election, re-election and removal of directors. This may prevent or discourage unsolicited acquisition proposals or offers for our ordinary shares (including ordinary shares represented by ADSs), or other such changes in control, that you may feel are in your best interest. The interests of this group of shareholders may not always coincide with your interests or the interests of other shareholders and they may act in a manner that advances their best interests and not necessarily those of who purchase ADSs in this offering, including seeking a premium value for their ordinary shares, and might affect the prevailing market price for our ADSs. In addition, our Chief Executive Officer, Co-Founder and Chairman of our board of directors, George Goldsmith, and our Chief Innovation Officer, Co-Founder and Director, Ekaterina Malievskaia, who are married, together hold a 7.4% equity interest in ATAI, and our President, Chief Business Officer and Co-Founder, Lars Christian Wilde, who was a Co-Founder of ATAI, may in the future receive up to a 5% equity interest in ATAI. To the extent that ATAI pursues similar opportunities to those that we may pursue, these ownership or future ownership interests could result in an actual or perceived conflict of interest.

In addition, upon the completion of this offering and pursuant to our Amended and Restated Shareholders' Agreement, ATAI and MSRD are each entitled to appoint one member of our board of directors, and for so long as ATAI owns at least 22.5% of our fully diluted share capital, ATAI is entitled to appoint a second member of our board of directors. As of the date of this prospectus, MSRD has appointed Robert McQuade to our board, and ATAI has appointed and to our board of directors, each such appointment to be effective upon the completion of this offering. Mr. McQuade currently serves on our board of directors.

For more information regarding our principal shareholders and their affiliated entities, see "Related Party Transactions" and "Principal Shareholders."

Because we have no present intention to pay dividends on our ordinary shares for the foreseeable future, capital appreciation, if any, will be your sole source of gains and you may never receive a return on your investment.

Under current English law, a company's accumulated realized profits must exceed its accumulated realized losses (on a non-consolidated basis) before dividends can be declared and paid. Therefore, we must have distributable profits before declaring and paying a dividend. We have not paid dividends in the past on our ordinary shares. We intend to retain earnings, if any, for use in our business and do not anticipate paying any cash dividends in the foreseeable future. As a result, capital appreciation, if any, on our ADSs will be your sole source of gains for the foreseeable future, and you will suffer a loss on your investment if you are unable to sell your ADSs at or above the initial public offering price. Any recommendation by our board of directors to pay dividends will depend on many factors, including our financial condition (including losses carried forward), results of operations, legal requirements and other factors. We are unlikely to pay dividends or other distributions in the foreseeable future. If the price of our ADSs declines before we pay dividends, you will incur a loss on your investment, without the likelihood that this loss will be offset in part or at all by potential future cash dividends. Investors seeking cash dividends should not purchase our ADSs in this offering.

We have broad discretion in the use of the net proceeds from the offering and may not use them effectively.

Our board of directors will have broad discretion in the application of the net proceeds from the offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our ADSs. The failure by our board of directors to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our ADSs to decline and delay the development of our investigational COMP360 psilocybin therapy or any future therapeutic candidates. Pending their use, we may invest the net proceeds from the offering in a manner that does not produce income or that loses value.

If securities or industry analysts do not publish research or publish inaccurate research or unfavorable research about our business, the price of our ADSs and trading volume could decline.

The trading market of our ADSs depends in part on the research and reports that securities or industry analysts publish about us or our business. We do not have control over these analysts. We do not currently have research coverage, and there can be no assurance that analysts will cover us, or provide favorable coverage. If no or few securities or industry analysts cover our company, the trading price of our ADSs would be negatively impacted. If one or more of the analysts who covers us downgrades our ADSs or publishes incorrect or unfavorable research about our business, the price of our ADSs would likely decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, or downgrades our ADSs, demand for our ADSs could decrease, which could cause the price of our ADSs or trading volume to decline.

Future sales of our securities by existing shareholders could depress the market price of our ADSs.

If our existing shareholders sell, or indicate an intent to sell, substantial amounts of ADSs in the public market after the 180-day contractual lock-up and other legal restrictions on resale discussed elsewhere in this prospectus lapse, the trading price of our ADSs could decline significantly and could decline below the public offering price. Upon completion of this offering, we will have outstanding ordinary shares (including ordinary shares represented by ADSs), approximately of which are subject to the 180-day contractual lock-up referred to above. The representatives of the underwriters may permit us, our directors and members of our executive committee to sell ordinary shares or ADSs prior to the expiration of the lock-up agreements. See “Underwriting.”

After the lock-up agreements pertaining to the offering expire, and based on the number of ordinary shares (including ordinary shares represented by ADSs) outstanding upon completion of this offering, additional ordinary shares will be eligible for sale in the public market, all of which ordinary shares are held by directors and members of the executive committee and will be subject to volume limitations under Rule 144 under the Securities Act of 1933, as amended, or the Securities Act.

Following the offering, we intend to file one or more registration statements with the SEC covering ordinary shares available for future issuance under our equity incentive plans. Upon effectiveness of such registration statements, any ordinary shares subsequently issued under such plans will be eligible for sale in the public market, except to the extent that they are restricted by the lock-up agreements referred to above and subject to compliance with Rule 144 of the Securities Act, or Rule 144, in the case of our affiliates. Sales of a large number of the ordinary shares issued under these plans in the public market could have an adverse effect on the market price of our ADSs. These sales might also make it more difficult for us to issue or sell equity or equity-related securities in the future at a time and a price that we deem appropriate. See the section of this prospectus titled “Ordinary Shares and ADSs Eligible for Future Sale” for a more detailed description of sales that may occur in the future. If these additional ADSs are sold, or if it is perceived that they will be sold, in the public market, the trading price of our ADSs could decline substantially.

If you purchase our ADSs in the offering, you will experience substantial and immediate dilution.

If you purchase our ADSs in this, you will experience substantial and immediate dilution of \$ per ADS in the net tangible book value after giving effect to the offering at an assumed public offering price of \$ per ADS, the midpoint of the estimated price range set forth on the cover page of this prospectus, because the price that you pay will be substantially greater than the net tangible book value per ADS that you acquire. This dilution is due in large part to the fact that our earlier investors paid substantially less than the public offering price when they purchased their ordinary shares. You will experience additional dilution upon exercise of any outstanding warrants to purchase ordinary shares under our equity incentive plans, or if we otherwise issue additional ordinary shares below the public offering price. For a further description of the dilution that you will experience immediately after the offering, see the section of this prospectus titled "Dilution."

Following the completion of the offering, we may be at an increased risk of securities class action litigation.

Historically, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because pharmaceutical and biopharmaceutical companies have experienced significant share price volatility in recent years. If we were to be sued, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

Holders of our ADSs are not treated as holders of our ordinary shares.

By participating in this offering you will become a holder of ADSs with underlying ordinary shares in a company incorporated under English law. Holders of ADSs are not treated as holders of our ordinary shares, unless they withdraw the ordinary shares underlying their ADSs in accordance with the deposit agreement and applicable laws and regulations. The depositary is the holder of the ordinary shares underlying our ADSs. Holders of ADSs therefore do not have any rights as holders of our ordinary shares, other than the rights that they have pursuant to the deposit agreement.

Holders of our ADSs will not have the same voting rights as the holders of our ordinary shares, and may not receive voting materials or any other documents that would need to be provided to our shareholders pursuant to English corporate law, including the UK Companies Act 2006, or Companies Act 2006, in time to be able to exercise their right to vote.

Except as described elsewhere in this prospectus and the deposit agreement, holders of the ADSs will not be able to exercise voting rights attaching to the ordinary shares represented by the ADSs. The deposit agreement provides that, upon receipt of notice of any meeting of holders of our ordinary shares, the depositary will fix a record date for the determination of ADS holders who shall be entitled to give instructions for the exercise of voting rights. Upon our request, the depositary shall distribute to the holders as of the record date (i) the notice of the meeting or solicitation of consent or proxy sent by us and (ii) a statement as to the manner in which instructions may be given by the holders. We cannot guarantee that ADS holders will receive the voting materials in time to ensure that they can instruct the depositary to vote the ordinary shares underlying their ADSs.

Otherwise, ADS holders will not be able to exercise their right to vote, unless they withdraw the ordinary shares underlying the ADSs they hold. However, ADS holders may not know about the meeting far enough in advance to withdraw those ordinary shares. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. As a result, ADS holders may not be able to exercise their right to vote, and there may be nothing they can do if the ordinary shares underlying their ADSs are not voted as they requested or if their shares cannot be voted.

Claims of U.S. civil liabilities may not be enforceable against us.

Most of the members of our senior management and certain members of our board of directors are non-residents of the United States, and all or a substantial portion of our assets and the assets of such persons are located outside the United States. As a result, it may not be possible to serve process on such persons or us in the United States or to enforce judgments obtained in U.S. courts against them or us based on civil liability provisions of the U.S. federal securities laws.

The United States and the UK do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. Consequently, a final judgment for payment given by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized or enforceable in the UK. In addition, uncertainty exists as to whether the courts of England and Wales would entertain original actions brought in the UK against us or our directors or senior management predicated upon securities laws of the U.S. or any state in the United States. Any final and conclusive monetary judgment for a definite sum obtained against us in U.S. courts would be treated by the courts of England and Wales as a cause of action in itself and sued upon as a debt at common law so that no retrial of the issues would be necessary, provided that certain requirements are met. Whether these requirements are met in respect of a judgment based upon the civil liability provisions of the U.S. securities laws, including whether the award of monetary damages under such laws would constitute a penalty, is an issue for the court making such decision. If the courts of England and Wales give a judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. These methods generally permit the courts of England and Wales discretion to prescribe the manner of enforcement.

As a result, U.S. investors may not be able to enforce against us or certain of our directors any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws.

Fluctuations in the exchange rate between the U.S. dollar and the pound sterling may increase the risk of holding our ADSs.

Our ADSs will trade on Nasdaq in U.S. dollars. Fluctuations in the exchange rate between the U.S. dollar and the pound sterling may result in temporary differences between the value of our ADSs and the value of our ordinary shares, which may result in heavy trading by investors seeking to exploit such differences.

In addition, as a result of fluctuations in the exchange rate between the U.S. dollar and the pound sterling, the U.S. dollar equivalent of the proceeds that a holder of ADSs would receive upon the sale in the UK of any ordinary shares withdrawn from the depositary and the U.S. dollar equivalent of any cash dividends paid in euros on our ordinary shares represented by ADSs could also decline.

Holders of ADSs may not be able to participate in equity offerings we may conduct from time to time.

Certain shareholders and holders of ADSs, including those in the United States, may, even in the case where preferential subscription rights have not been cancelled or limited, not be entitled to exercise such rights, unless the offering is registered or the ordinary shares are qualified for sale under the relevant regulatory framework. As a result, there is the risk that investors may suffer dilution of their holdings should they not be permitted to participate in preference right equity or other offerings that we may conduct in the future.

Holders of ADSs may be subject to limitations on the transfer of their ADSs and the withdrawal of the underlying ordinary shares.

ADSs are transferable on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties.

The depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary think it is advisable to do so because of any requirement of law, government or governmental body, or under any provision of the deposit agreement, or for any other reason, subject to the right of ADS holders to cancel their ADSs and withdraw the underlying ordinary shares. Temporary delays in the cancellation of your ADSs and withdrawal of the underlying ordinary shares may arise because the depositary has closed its transfer books or we have closed our transfer books, the transfer of ordinary shares is blocked to permit voting at a shareholders meeting or we are paying a dividend on our ordinary shares. In addition, ADS holders may not be able to cancel their ADSs and withdraw the underlying ordinary shares when they owe money for fees, taxes and similar charges and when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of ordinary shares or other deposited securities. See “Description of American Depositary Shares—Share Dividends and Distributions—How will I receive dividends and other distributions on the ordinary shares underlying my ADSs—Rights to Receive Additional Ordinary Shares.”

ADS holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action.

The deposit agreement governing our ADSs representing our ordinary shares provides that, to the fullest extent permitted by law, holders and beneficial owners of ADSs irrevocably waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our ADSs or the deposit agreement.

If this jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the deposit agreement with a jury trial. If we or the depositary opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement, by a federal or state court in the City of New York, which has non-exclusive jurisdiction over matters arising under the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the deposit agreement and our ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before entering into the deposit agreement.

If you or any other holders or beneficial owners of ADSs bring a claim against us or the depositary in connection with matters arising under the deposit agreement or our ADSs, including claims under federal securities laws, you or such other holder or beneficial owner may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against us and/or the depositary. If a lawsuit is brought against us and/or the depositary under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in any such action, depending on, among other things, the nature of the claims, the judge or justice hearing such claims, and the venue of the hearing.

No condition, stipulation or provision of the deposit agreement or ADSs serves as a waiver by any holder or beneficial owner of ADSs or by us or the depositary of compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.

Our new articles of association, to be adopted immediately prior to the completion of this offering, or Articles, will provide that the courts of England and Wales will be the exclusive forum for the resolution of all shareholder complaints other than complaints asserting a cause of action arising under the Securities Act or the Exchange Act, and that the United States District Court for the Southern District of New York will be the exclusive forum for the resolution of any shareholder complaint asserting a cause of action arising under the Securities Act or the Exchange Act.

Our Articles will provide that, unless we consent by ordinary resolution to the selection of an alternative forum, the courts of England and Wales shall, to the fullest extent permitted by law, be the exclusive forum for: (a) any derivative action or proceeding brought on our behalf; (b) any action or proceeding asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees to us; (c) any action or proceeding asserting a claim arising out of any provision of the Companies Act 2006 or our Articles (as may be amended from time to time); or (d) any action or proceeding asserting a claim or otherwise related to our affairs, or the England and Wales Forum Provision. The England and Wales Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Our Articles will further provide that unless we consent by ordinary resolution to the selection of an alternative forum, the United States District Court for the Southern District of New York shall be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act or the Exchange Act, or the U.S. Federal Forum Provision. In addition, our Articles will provide that any person or entity purchasing or otherwise acquiring any interest in our shares is deemed to have notice of and consented to the England and Wales Forum Provision and the U.S. Federal Forum Provision; provided, however, that our shareholders cannot and will not be deemed to have waived our compliance with the U.S. federal securities laws and the rules and regulations thereunder.

The England and Wales Forum Provision and the U.S. Federal Forum Provision in our Articles may impose additional litigation costs on our shareholders in pursuing any such claims. Additionally, the forum selection clauses in our Articles may limit the ability of our shareholders to bring a claim in a judicial forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage the filing of lawsuits against us and our directors, officers and employees, even though an action, if successful, might benefit our shareholders. In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are “facially valid” under Delaware law, there is uncertainty as to whether other courts, including the courts of England and Wales and other courts within the U.S., will enforce our U.S. Federal Forum Provision. If the U.S. Federal Forum Provision is found to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our results of operations and financial condition. The U.S. Federal Forum Provision may also impose additional litigation costs on our shareholders who assert that the provision is not enforceable or invalid. The courts of England and Wales and the United States District Court for the Southern District of New York may also reach different judgments or results than would other courts, including courts where a shareholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our shareholders.

If we were classified as a passive foreign investment company, it would result in adverse U.S. federal income tax consequences to U.S. Holders.

Under the Code, we will be a passive foreign investment company, or PFIC, for any taxable year in which (i) 75% or more of our gross income consists of passive income or (ii) 50% or more of the average quarterly value of our assets consists of assets that produce, or are held for the production of, passive income. For purposes of these tests, passive income includes dividends, interest, gains from the sale or exchange of investment property and certain rents and royalties. In addition, for purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as holding and receiving directly its proportionate share of assets and income of such corporation. If we are a PFIC for any taxable year during which a U.S. Holder (as defined below under “Material Income Tax Considerations—Material U.S. Federal Income Tax Considerations for

U.S. Holders”) holds our ordinary shares or ADSs, the U.S. Holder may be subject to adverse tax consequences regardless of whether we continue to qualify as a PFIC, including ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, interest charges on certain taxes treated as deferred and additional reporting requirements.

Based on the current and expected composition of our income and assets and the value of our assets, we do not expect to be a PFIC for our current taxable year. However, no assurances regarding our PFIC status can be provided for the current taxable year or any future taxable years. The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis applying principles and methodologies that in some circumstances are unclear and subject to varying interpretation. In addition, our belief that we do not expect to be a PFIC for the current taxable year is based in part upon proposed Treasury Regulations and there is a risk that those proposed Treasury Regulations may be modified or withdrawn, which could result in our being classified as a PFIC for the current taxable year. Under the income test, our status as a PFIC depends on the composition of our income which will depend on the transactions we enter into in the future and our corporate structure. The composition of our income and assets is also affected by the spending of the cash we raise in any offering, including this offering.

For further discussion of the PFIC rules and adverse U.S. federal income tax consequences in the event we are classified as a PFIC, see the section titled “Material Income Tax Considerations—Material U.S. Federal Income Considerations for U.S. Holders” in this prospectus. Each U.S. Holder should consult its own tax advisors with respect to the potential adverse U.S. tax consequences to it if we are or were to become a PFIC.

If we are a controlled foreign corporation, there could be adverse U.S. federal income tax consequences to certain U.S. Holders

Each “Ten Percent Shareholder” (as defined below) in a non-U.S. corporation that is classified as a “controlled foreign corporation,” or a CFC, for U.S. federal income tax purposes generally is required to include in income for U.S. federal tax purposes such Ten Percent Shareholder’s pro rata share of the CFC’s “Subpart F income,” “global intangible low-taxed income” and investment of earnings in U.S. property, even if the CFC has made no distributions to its shareholders. In addition, if a non-U.S. corporation owns at least one U.S. subsidiary, under current law, any current non-U.S. subsidiaries and any future newly formed or acquired non-U.S. subsidiaries of the non-U.S. corporation will be treated as CFCs, regardless of whether the non-U.S. corporation is treated as a CFC. Subpart F income generally includes dividends, interest, rents, royalties, gains from the sale of securities and income from certain transactions with related parties. In addition, a Ten Percent Shareholder that realizes gain from the sale or exchange of shares in a CFC may be required to classify a portion of such gain as dividend income rather than capital gain. A non-U.S. corporation generally will be classified as a CFC for U.S. federal income tax purposes if Ten Percent Shareholders own, directly or indirectly, more than 50% of either the total combined voting power of all classes of stock of such corporation entitled to vote or of the total value of the stock of such corporation. A “Ten Percent Shareholder” is a United States person (as defined by the Code) who owns or is considered to own 10% or more of the value or total combined voting power of all classes of stock entitled to vote of such corporation.

We believe that we may be classified as a CFC in the current taxable year prior to this offering, as well as the current taxable year in which this offering occurs. The determination of CFC status is complex and includes attribution rules, the application of which is not entirely certain. An individual that is a Ten Percent Shareholder with respect to a CFC generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a Ten Percent Shareholder that is a U.S. corporation. Failure to comply with CFC reporting obligations may subject a United States shareholder to significant monetary penalties. We cannot provide any assurances that we will furnish to any Ten Percent Shareholder information that may be necessary to comply with the reporting and tax paying obligations applicable

under the CFC rules of the Code. U.S. Holders should consult their own tax advisors with respect to the potential adverse U.S. tax consequences of becoming a Ten Percent Shareholder in a CFC.

We are an “emerging growth company” and are availing ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make our ADSs less attractive to investors.

We are an “emerging growth company,” as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies,” including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our ADSs less attractive because we may rely on these exemptions. If some investors find our ADSs less attractive as a result, there may be a less active trading market for our ADSs the price of our ADSs may be more volatile. We may take advantage of these reporting exemptions until we are no longer an emerging growth company. We will remain an emerging growth company until the earliest of (1) the last day of the fiscal year (i) in which we have total annual gross revenue of \$1.07 billion; (ii) following the fifth anniversary of the date of the completion of the offering; or (iii) in which we are deemed to be a “large accelerated filer,” which requires the market value of our ordinary shares that is held by non-affiliates to exceed \$700.0 million as of the prior June 30th, and (2) the date on which we have issued more than \$1.0 billion in nonconvertible debt during the previous three-year period. We cannot predict if investors will find our ADSs less attractive because we rely on these exemptions. If some investors find our ADSs less attractive as a result, there may be a less active trading market for our ADSs and the price of our ADSs may be more volatile.

As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards. These practices may afford less protection to shareholders than they would enjoy if we complied fully with corporate governance listing standards.

As a foreign private issuer, we are permitted to follow certain home country corporate governance practices as opposed to those requirements that would otherwise be required by Nasdaq for domestic U.S. issuers. Following our home country governance practices allows us to follow English corporate law and the Companies Act 2006 with regard to certain corporate governance matters as opposed to the requirements that would otherwise apply to U.S. companies listed on Nasdaq may provide less protection to our shareholders than what is accorded to investors under the Nasdaq rules applicable to domestic U.S. issuers.

As a foreign private issuer, we are exempt from the rules and regulations under the Exchange Act related to the furnishing and content of proxy statements. Our officers, directors and principal shareholders are also exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file reports and financial statements with the SEC as frequently or as promptly as U.S. domestic companies whose securities are registered under the Exchange Act and we are exempt from filing quarterly reports with the SEC under the Exchange Act. Moreover, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information, although we have voluntarily adopted a corporate disclosure policy substantially similar to Regulation FD. These exemptions and leniencies will reduce the frequency and scope of information and protections to which you may otherwise have been eligible in relation to a U.S. domestic issuer.

In accordance with our Nasdaq listing, our audit and risk committee is required to comply with the provisions of Section 301 of the Sarbanes-Oxley Act, and Rule 10A-3 of the Exchange Act. Because we are a foreign private issuer, however, our audit and risk committee is not subject to additional Nasdaq requirements applicable to listed U.S. companies, including an affirmative determination that all members

of the audit and risk committee are “independent,” using more stringent criteria than those applicable to us as a foreign private issuer. Furthermore, Nasdaq’s corporate governance rules require listed U.S. companies to, among other things, seek shareholder approval for the implementation of certain equity compensation plans and issuances of ordinary shares, which we are not required to follow as a foreign private issuer. Therefore, our shareholders may be afforded less protection than they otherwise would have under corporate governance listing standards applicable to U.S. domestic issuers.

We may lose our foreign private issuer status in the future, which could result in significant additional cost and expense.

While we currently qualify as a foreign private issuer, the determination of foreign private issuer status is made annually on the last business day of an issuer’s most recently completed second fiscal quarter and, accordingly, the next determination will be made with respect to us on June 30, 2021.

In the future, we would lose our foreign private issuer status if we fail to meet the requirements necessary to maintain our foreign private issuer status as of the relevant determination date. For example, if more than 50% of our securities are held by U.S. residents and more than 50% of the members of our executive committee or members of our board of directors are residents or citizens of the United States, we could lose our foreign private issuer status.

The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly more than costs we incur as a foreign private issuer. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive in certain respects than the forms available to a foreign private issuer. In addition, we may lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers such as the ones described above and exemptions from procedural requirements related to the solicitation of proxies.

We will incur increased costs as a result of operating as an English public company listed in the U.S., and our board of directors will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As an English public company listed in the U.S., and particularly after we no longer qualify as an emerging growth company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq, and other applicable securities rules and regulations impose various requirements on foreign reporting public companies, including the establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our board of directors, management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our board of directors.

However, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to Section 404 of the Sarbanes-Oxley Act, or Section 404, we will be required to furnish a report by our board of directors on our internal control over financial reporting. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control

over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal controls over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe, that our internal controls over financial reporting are effective as required by Section 404. If we identify one or more material weaknesses, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

We have identified material weaknesses in our internal control over financial reporting. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our ADSs. In addition, because of our status as an emerging growth company, our independent registered public accounting firm is not required to provide an attestation report as to our internal control over financial reporting for the foreseeable future.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. As a result of becoming a public company, we will be required, pursuant to Section 404, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of the registration statement of which this prospectus is a part. This assessment will need to include disclosures of any material weaknesses identified by our management in our internal control over financial reporting. A “material weakness” is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. We are in the very early stages of the costly and challenging process of planning the activities necessary to perform the evaluation needed to comply with Section 404.

In connection with the preparation of our consolidated financial statements for the years ended December 31, 2018 and 2019, we identified three material weaknesses in our internal control over financial reporting. Specifically, we determined that we lack a sufficient number of trained professionals with an appropriate level of accounting knowledge, training and experience to: (i) design and maintain formal accounting policies, procedures and controls over the fair presentation of our financial statements; (ii) analyze, record and disclose complex accounting matters timely and accurately, including share-based compensation arrangements and other non-routine transactions; and (iii) design and maintain controls over the preparation and review of account reconciliations, journal entries and financial statements, including maintaining appropriate segregation of duties.

Each of these may result in a misstatement of our accounts or disclosures that would result in a material misstatement of our annual or interim consolidated financial statements that would not be prevented or detected, and accordingly, we determined that these control deficiencies constitute material weaknesses.

Prior to the completion of this offering, we have been a private company with limited accounting personnel to adequately execute our accounting processes and other supervisory resources with which to address our internal control over financial reporting. We are progressing with the activities necessary to implement the appropriate accounting policies, processes and controls required to comply with Section

404 and have identified relevant individuals with requisite expertise to assist in implementation activities designed to improve our internal control over financial reporting and remediate the control deficiencies that led to these material weaknesses, including hiring additional finance and accounting personnel and initiating design and implementation of our financial control environment, including the establishment of controls to account for and disclose complex transactions. We cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to remediate the control deficiencies that led to these material weaknesses in our internal control over financial reporting nor that they will prevent or avoid potential future material weaknesses. We cannot assure you that all of our existing material weaknesses have been identified, or that we will not in the future identify additional material weaknesses.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an “emerging growth company” as defined in the JOBS Act, if we take advantage (as we expect to do) of the exemptions contained in the JOBS Act. We will remain an “emerging growth company” for up to five years, although if the market value of our ADSs that are held by non-affiliates exceeds \$700.0 million as of June 30 of any year before that time, we would cease to be an “emerging growth company” as of December 31 of that year. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. Our remediation efforts may not enable us to avoid material weaknesses in our internal control over financial reporting in the future.

If we are unsuccessful in building an appropriate accounting infrastructure, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from Nasdaq or other adverse consequences that would materially harm our business. If we cannot provide reliable financial reports or prevent fraud, our business and results of operations could be harmed and investors could lose confidence in our reported financial information. Any of the foregoing occurrences, should they come to pass, could negatively impact the public perception of our company, which could have a negative impact on the price of ADSs.

If we fail to establish and maintain proper and effective internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our ADSs.

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles. In connection with this offering, we intend to begin the process of documenting, reviewing, and improving our internal controls and procedures for compliance with Section 404, which will require annual management assessment of the effectiveness of our internal control over financial reporting. We have begun recruiting additional finance and accounting personnel with certain skill sets that we will need as an English public company listed in the U.S.

Implementing any appropriate changes to our internal controls may distract our officers and employees from day to day business operations, entail substantial costs to modify our existing processes, and take significant time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our

business. In addition, investors' perceptions that our internal controls are inadequate or that we are unable to produce accurate financial statements on a timely basis may harm the price of our ADSs.

You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited, because we are incorporated under the laws of England and Wales, conduct most of our operations outside the United States and most of our directors and senior management reside outside the United States.

We are incorporated and have our registered office in, and are currently existing under the laws of, England and Wales. In addition, most of our tangible assets are located, and most of our senior management and certain of our directors reside, outside of the United States. As a result, it may not be possible to serve process within the United States on certain directors or us or to enforce judgments obtained in U.S. courts against such directors or us based on civil liability provisions of the securities laws of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or to enforce judgments obtained in U.S. courts against them or us, including judgments predicated upon the civil liability provisions of the U.S. federal securities laws.

The United States and the UK do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. Consequently, a final judgment for payment given by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized or enforceable in the UK. In addition, uncertainty exists as to whether courts of England and Wales would entertain original actions brought in England and Wales against us or our directors or senior management predicated upon the securities laws of the U.S. or any state in the U.S. Any final and conclusive monetary judgment for a definite sum obtained against us in U.S. courts would be treated by the courts of England and Wales as a cause of action in itself and sued upon as a debt at common law so that no retrial of the issues would be necessary, provided that certain requirements are met.

Whether these requirements are met in respect of a judgment based upon the civil liability provisions of the U.S. securities laws, including whether the award of monetary damages under such laws would constitute a penalty, is subject to determination by the court making such decision. If the courts of England and Wales give a judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. These methods generally permit the courts of England and Wales discretion to prescribe the manner of enforcement.

As a result, U.S. investors may not be able to enforce against us or certain of our directors any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws.

As an English public limited company, certain capital structure decisions will require shareholder approval, which may limit our flexibility to manage our capital structure.

English law provides that a board of directors may only allot shares (or grant rights to subscribe for or to convert any security into shares) with the prior authorization of shareholders, such authorization stating the aggregate nominal amount of shares that it covers and being valid for a maximum period of five years, each as specified in the articles of association or relevant ordinary resolution passed by shareholders at a general meeting. Such authority from our shareholders to allot additional shares for a period of five years from , 2020 was included in the ordinary resolution passed by our shareholders on , 2020, which authorization will need to be renewed upon expiration (i.e., at least every five years) but may be sought more frequently for additional five-year terms (or any shorter period).

English law also generally provides shareholders with preemptive rights when new shares are issued for cash. However, it is possible for the articles of association, or for shareholders to pass a special resolution at a general meeting, being a resolution passed by at least 75% of the votes cast, to disapply preemptive rights. Such a disapplication of preemptive rights may be for a maximum period of up to five

years from the date of adoption of the articles of association, if the disapplication is contained in the articles of association, but not longer than the duration of the authority to allot shares to which this disapplication relates or from the date of the shareholder special resolution, if the disapplication is by shareholder special resolution. In either case, this disapplication would need to be renewed by our shareholders upon its expiration (i.e., at least every five years). Such authority from our shareholders to disapply preemptive rights for a period of five years was included in the special resolution passed by our shareholders on _____, 2020, which disapplication will need to be renewed upon expiration (i.e., at least every five years) to remain effective, but may be sought more frequently for additional five-year terms (or any shorter period).

English law also generally prohibits a public company from repurchasing its own shares without the prior approval of shareholders by ordinary resolution, being a resolution passed by a simple majority of votes cast, and other formalities. Such approval may be for a maximum period of up to five years.

Shareholder protections found in provisions under the UK City Code on Takeovers and Mergers, or the Takeover Code, will not apply if our place of central management and control remains outside of the UK (or the Channel Islands or the Isle of Man).

We believe that, as of the date of this prospectus, our place of central management and control is not in the UK (or the Channel Islands or the Isle of Man) for the purposes of the jurisdictional criteria of the Takeover Code. Accordingly, we believe that we are not currently subject to the Takeover Code and, as a result, our shareholders are not currently entitled to the benefit of certain takeover offer protections provided under the Takeover Code, including the rules regarding mandatory takeover bids.

In the event that this changes, or if the interpretation and application of the Takeover Code by the Panel on Takeovers and Mergers, or Takeover Panel, changes (including changes to the way in which the Takeover Panel assesses the application of the Takeover Code to English companies whose shares are listed outside of the UK), the Takeover Code may apply to us in the future.

The Takeover Code provides a framework within which takeovers of companies which are subject to the Takeover Code are regulated and conducted. The following is a brief summary of some of the most important rules of the Takeover Code:

- When any person acquires, whether by a series of transactions over a period of time or not, an interest in shares which (taken together with shares already held by that person and an interest in shares held or acquired by persons acting in concert with him or her) carry 30% or more of the voting rights of a company that is subject to the Takeover Code, that person is generally required to make a mandatory offer to all the holders of any class of equity share capital or other class of transferable securities carrying voting rights in that company to acquire the balance of their interests in the company.
- When any person who, together with persons acting in concert with him or her, is interested in shares representing not less than 30% but does not hold more than 50% of the voting rights of a company that is subject to the Takeover Code, and such person, or any person acting in concert with him or her, acquires an additional interest in shares which increases the percentage of shares carrying voting rights in which he or she is interested, then such person is generally required to make a mandatory offer to all the holders of any class of equity share capital or other class of transferable securities carrying voting rights of that company to acquire the balance of their interests in the company.
- A mandatory offer triggered in the circumstances described in the two paragraphs above must be in cash (or be accompanied by a cash alternative) and at not less than the highest price paid within the preceding 12 months to acquire any interest in shares in the company by the person required to make the offer or any person acting in concert with him or her.

- In relation to a voluntary offer (i.e., any offer which is not a mandatory offer), when interests in shares representing 10% or more of the shares of a class have been acquired for cash by an offeror (i.e., a bidder) and any person acting in concert with it in the offer period and the previous 12 months, the offer must be in cash or include a cash alternative for all shareholders of that class at not less than the highest price paid for any interest in shares of that class by the offeror and by any person acting in concert with it in that period. Further, if an offeror acquires for cash any interest in shares during the offer period, a cash alternative must be made available at not less than the highest price paid for any interest in the shares of that class.
- If, after making an offer for a company, the offeror or any person acting in concert with them acquires an interest in shares in an offeree company (i.e., a target) at a price higher than the value of the offer, the offer must be increased to not less than the highest price paid for the interest in shares so acquired.
- An offeree company must appoint a competent independent adviser whose advice on the financial terms of the offer must be made known to all the shareholders, together with the opinion of the board of directors of the offeree company.
- Special or favorable deals for selected shareholders are not permitted, except in certain circumstances where independent shareholder approval is given and the arrangements are regarded as fair and reasonable in the opinion of the financial adviser to the offeree.
- All shareholders must be given the same information.
- Each document published in connection with an offer by or on behalf of the offeror or offeree must state that the directors of the offeror or the offeree, as the case may be, accept responsibility for the information contained therein.
- Profit forecasts, quantified financial benefits statements and asset valuations must be made to specified standards and must be reported on by professional advisers.
- Misleading, inaccurate or unsubstantiated statements made in documents or to the media must be publicly corrected immediately.
- Actions during the course of an offer by the offeree company, which might frustrate the offer are generally prohibited unless shareholders approve these plans. Frustrating actions would include, for example, lengthening the notice period for directors under their service contract or agreeing to sell off material parts of the target group.
- Stringent requirements are laid down for the disclosure of dealings in relevant securities during an offer, including the prompt disclosure of positions and dealing in relevant securities by the parties to an offer and any person who is interested (directly or indirectly) in 1% or more of any class of relevant securities.
- Employees of both the offeror and the offeree company and the trustees of the offeree company's pension scheme must be informed about an offer. In addition, the offeree company's employee representatives and pension scheme trustees have the right to have a separate opinion on the effects of the offer on employment appended to the offeree board of directors' circular or published on a website.

The rights of our shareholders may differ from the rights typically offered to shareholders of a U.S. corporation.

We are incorporated under the laws of England and Wales. The rights of holders of ordinary shares and, therefore, certain of the rights of holders of ADSs, are governed by the laws of England and Wales, including the provisions of the Companies Act 2006, and by our Articles. These rights differ in certain respects from the rights of shareholders in typical U.S. corporations. See “Description of Share Capital and Articles of Association—Differences in Corporate Law” in this prospectus for a description of the principal differences between the provisions of the Companies Act 2006 applicable to us and, for example, the Delaware General Corporation Law relating to shareholders’ rights and protections.

The principal differences include the following:

- Under English law and our Articles, each shareholder present at a meeting has only one vote unless demand is made for a vote on a poll, in which case each holder gets one vote per share owned. Under U.S. law, each shareholder typically is entitled to one vote per share at all meetings.
- Under English law, it is only on a poll that the number of shares determines the number of votes a holder may cast. You should be aware, however, that the voting rights of ADSs are also governed by the provisions of a deposit agreement with our depositary bank.
- Under English law, subject to certain exceptions and disapplications, each shareholder generally has preemptive rights to subscribe on a proportionate basis to any issuance of ordinary shares or rights to subscribe for, or to convert securities into, ordinary shares for cash. Under U.S. law, shareholders generally do not have preemptive rights unless specifically granted in the certificate of incorporation or otherwise.
- Under English law and our Articles, certain matters require the approval of 75% of the shareholders who vote (in person or by proxy) on the relevant resolution (or on a poll of shareholders representing 75% of the ordinary shares voting (in person or by proxy)), including amendments to the Articles. This may make it more difficult for us to complete corporate transactions deemed advisable by our board of directors. Under U.S. law, generally only majority shareholder approval is required to amend the certificate of incorporation or to approve other significant transactions.
- In the UK, takeovers may be structured as takeover offers or as schemes of arrangement. Under English law, a bidder seeking to acquire us by means of a takeover offer would need to make an offer for all of our outstanding ordinary shares/ADSs. If acceptances are not received for 90% or more of the ordinary shares/ADSs under the offer, under English law, the bidder cannot complete a “squeeze out” to obtain 100% control of us. Accordingly, acceptances of 90% of our outstanding ordinary shares (including those represented by ADSs) will likely be a condition in any takeover offer to acquire us, not 50% as is more common in tender offers for corporations organized under Delaware law. By contrast, a scheme of arrangement, the successful completion of which would result in a bidder obtaining 100% control of us, requires the approval of a majority of shareholders voting at the meeting and representing 75% of the ordinary shares (including those represented by ADSs) voting at the meeting for approval.
- Under English law and our Articles, shareholders and other persons whom we know or have reasonable cause to believe are, or have been, interested in our shares may be required to disclose information regarding their interests in our shares upon our request, and the failure to provide the required information could result in the loss or restriction of rights attaching to the shares, including prohibitions on certain transfers of the shares, withholding of dividends and loss of voting rights. Comparable provisions generally do not exist under U.S. law.

- The quorum requirement for a shareholders' meeting is one or more qualifying persons present at a meeting and between them holding (or being the proxy or corporate representative of the holders of) at least thirty-three and one-third percent (33 ⅓%) in number of the issued shares (excluding any shares held as treasury shares) entitled to attend and vote on the business to be transacted. Under U.S. law, a majority of the shares eligible to vote must generally be present (in person or by proxy) at a shareholders' meeting in order to constitute a quorum. The minimum number of shares required for a quorum can be reduced pursuant to a provision in a company's certificate of incorporation or bylaws, but typically not below one-third of the shares entitled to vote at the meeting.

Our business and results of operations may be negatively impacted by the UK's withdrawal from the EU.

On June 23, 2016, the UK held a referendum in which a majority of voters approved an exit from the EU, or Brexit. After nearly three years of negotiation and political and economic uncertainty, the UK's withdrawal from the EU became effective on January 31, 2020. Under the terms of the withdrawal agreement, the UK and the EU will continue to negotiate the terms of trade and other matters during a transition period that will end on December 31, 2020.

During the Brexit transition period, the UK will continue to be subject to the laws and obligations applicable to all EU members, including laws related to trade and data privacy and the EU's pharmaceutical laws. However, future regulations that will apply in the UK following the transition period (including financial laws and regulations, tax and free trade agreements, intellectual property rights, data protection laws, supply chain logistics, environmental, health and safety laws and regulations, medicine licensing and regulations, immigration laws and employment laws), have yet to be addressed. This lack of clarity on future UK laws and regulations and their interaction with the EU laws and regulations may negatively impact foreign direct investment in the UK, increase costs, depress economic activity and restrict access to capital. Brexit, including developments that occur during the Brexit transition period, may affect our results of operations in a number of ways, including increasing currency exchange risk, generating instability in the global financial markets or negatively impacting the economies of the UK and Europe. In addition, as we are headquartered in the UK, it is possible that Brexit may impact some or all of our current operations. For example, following the transition period, Brexit may impact our ability to freely move employees from our headquarters in the UK to other locations in Europe and it may impact the ability of European therapists to move freely to the UK in order to complete part of their training or work on our clinical trials there. If the UK and the EU are unable to negotiate acceptable agreements or if other EU member states pursue withdrawal, barrier-free access between the UK and other EU member states or among the EEA overall could be diminished or eliminated.

The long-term effects of Brexit will depend in part on any agreements the UK makes during the Brexit transition period to retain access to markets in the EU. Such a withdrawal from the EU is unprecedented, and it is unclear how the UK's access to the European single market for goods, capital, services and labor within the EU, or single market, and the wider commercial, legal and regulatory environment, will impact our current and future operations (including business activities conducted by third parties and contract manufacturers on our behalf) and clinical activities in the UK. In addition to the foregoing, our UK operations support our current and future operations and clinical activities in the EU and EEA and these operations and clinical activities could be disrupted by Brexit.

We may also face new regulatory costs and challenges that could have an adverse effect on our operations as a result of Brexit. Depending on the terms of the UK's withdrawal from the EU, the UK could lose the benefits of global trade agreements negotiated by the EU on behalf of its member states, which may result in increased trade barriers that could make our doing business in the EU and the EEA more difficult. Since the regulatory framework in the UK covering quality, safety and efficacy of therapeutic substances, clinical trials, marketing authorization, commercial sales and distribution of therapeutic substances is derived from EU directives and regulations, Brexit could materially impact the future

regulatory regime with respect to the approval of COMP360 or any future therapeutic candidates in the UK. For instance, in November 2017, EU member states voted to move the EMA, the EU's regulatory body, from London to Amsterdam. Operations in Amsterdam commenced in March 2019, and the move itself may cause significant disruption to the regulatory approval process in Europe. It remains to be seen how, if at all, Brexit will impact regulatory requirements for therapeutic candidates and therapies in the UK. Any delay in obtaining, or an inability to obtain, any regulatory approvals, as a result of Brexit or otherwise, would delay or prevent us from commercializing our investigational COMP360 psilocybin therapy or future therapeutic candidates in the UK and/or the EU and restrict our ability to generate revenue and achieve and sustain profitability. If any of these outcomes occur, we may be forced to restrict or delay efforts to seek regulatory approval in the UK and/or EU for COMP360 or any future therapeutic candidates, which could significantly and materially harm our business. Even prior to any change to the UK's relationship with the EU, the announcement of Brexit had created economic uncertainty surrounding the terms of Brexit and its consequences could adversely impact customer confidence resulting in customers reducing their spending budgets on our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved, which could adversely affect our business, financial condition, results of operations and could adversely affect the market price of our ADSs.

We expect that following the transition period, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the UK determines which EU laws to replicate or replace, including those related to data privacy and the regulation of medicinal products, as described above. Any of these effects of Brexit, and others we cannot anticipate, could negatively impact our business and results of operations.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business,” contains express or implied forward-looking statements that involve substantial risks and uncertainties. In some cases, you can identify forward-looking statements by the words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “objective,” “anticipate,” “believe,” “contemplate,” “estimate,” “predict,” “potential,” “continue” and “ongoing,” or the negative of these terms, or other comparable terminology intended to identify statements about the future, although not all forward-looking statements contain these identifying words. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. The forward-looking statements and opinions contained in this prospectus are based upon information available to our management as of the date of this prospectus and, while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. Furthermore, it is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- the timing, progress and results of COMP360, including statements regarding the timing of initiation and completion of trials or studies and related preparatory work, the period during which the results of the trials will become available and our research and development programs;
- our reliance on the success of our investigational COMP360 psilocybin therapy;
- the timing, scope or likelihood of regulatory filings and approvals;
- our expectations regarding the size of the eligible patient populations for COMP360, if approved for commercial use;
- our ability to identify third-party clinical sites to conduct our trials and our ability to identify and train appropriately qualified therapists to administer COMP360 psilocybin therapy;
- our ability to implement our business model and our strategic plans for our business and our investigational COMP360 psilocybin therapy;
- our ability to identify, develop or acquire digital technologies to enhance our administration of our investigational COMP360 psilocybin therapy;
- our ability to successfully establish and maintain Centers of Excellence;
- our commercialization, marketing and manufacturing capabilities and strategy;
- the pricing, coverage and reimbursement of our investigational COMP360 psilocybin therapy, if approved;
- the scalability and commercial viability of our manufacturing methods and processes;

- the rate and degree of market acceptance and clinical utility of our investigational COMP360 psilocybin therapy, in particular, and psilocybin-based therapies, in general;
- our ability to establish or maintain collaborations or strategic relationships or obtain additional funding;
- our expectations regarding potential benefits of our investigational COMP360 psilocybin therapy and our therapeutic approach generally;
- our expectations around regulatory development paths and with respect to Controlled Substances Act designation;
- the scope of protection we and any current or future licensors or collaboration partners are able to establish and maintain for intellectual property rights covering COMP360;
- our ability to operate our business without infringing, misappropriating, or otherwise violating the intellectual property rights and proprietary technology of third parties;
- regulatory developments in the United States, under the laws and regulations of England and Wales, and other jurisdictions;
- developments and projections relating to our competitors and our industry;
- our ability to remediate our material weaknesses in our internal control over financial reporting;
- our expectations related to the use of proceeds from this offering;
- our estimates regarding expenses, capital requirements and needs for additional financing;
- our ability to effectively manage our anticipated growth;
- our ability to attract and retain qualified employees and key personnel;
- the effect of the COVID-19 pandemic, including mitigation efforts and economic effects, on any of the foregoing or other aspects of our business or operations;
- whether we are classified as a Controlled Foreign Corporation or a Passive Foreign Investment Company for current and future periods;
- our expectations regarding the time during which we will be an emerging growth company under the JOBS Act and as a foreign private issuer;
- the future trading price of the ADSs and impact of securities analysts' reports on these prices; and
- other risks and uncertainties, including those listed under the caption "Risk Factors."

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this prospectus, particularly in the section titled "Risk Factors" that we believe may cause our actual results or events to differ materially from those expressed or implied by our forward-looking statements. Moreover, we operate in a competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on

the forward-looking statements contained in this prospectus. As a result of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed with the Securities and Exchange Commission as exhibits to the registration statement of which this prospectus is a part completely and with the understanding that our actual future results may be materially different from what we expect. The forward-looking statements contained in this prospectus are made as of the date of this prospectus, and we do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law. We qualify all of our forward-looking statements by these cautionary statements.

USE OF PROCEEDS

We estimate that the net proceeds to us in this offering will be \$ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, based on an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus. If the underwriters exercise their option to purchase additional ADSs in full, we estimate that the net proceeds to us from this offering will be \$ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each \$1.00 increase (or decrease) in the assumed initial public offering price of \$ per ADS, the midpoint of the price range set forth on the cover page of this prospectus, would increase (or decrease) the net proceeds to us from this offering by \$ million, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A 1,000,000 share increase (or decrease) in the number of ADSs offered by us would increase (or decrease) the net proceeds to us from this offering by approximately \$ million, assuming that the initial public offering price per ADS remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

We expect to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- approximately \$ million to fund clinical trials, therapist training and other activities to support the development of our investigational COMP360 psilocybin therapy through completion of all ongoing trials through the end of Phase II meetings with the FDA;
- approximately \$ million to fund research and clinical development activities related to our investigational COMP360 psilocybin therapy to support the progression of COMP360 as a therapy for other neuropsychiatric indications and further our mechanistic understanding of psilocybin;
- approximately \$ million to fund our general business development activities, including strategic investments which may aid us in developing digital technologies to complement and augment our therapies, as well as potentially providing access to other novel drug candidates for development in neuropsychiatric and related indications; and
- the remainder to fund general and administrative expenses, working capital and other general corporate purposes.

This expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. We may also use a portion of the net proceeds to in-license, acquire, or invest in additional businesses, technologies, products or assets. We cannot predict with certainty all of the particular uses for the net proceeds to be received upon the closing of this offering or the amounts that we will actually spend on the uses set forth above. Predicting the cost necessary to develop product candidates and commercialize approved products can be difficult and the amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development, the status of and results from clinical trials, any collaborations that we may enter into with third parties for our therapeutic candidate and any unforeseen cash needs. Our management will retain broad discretion over the allocation of the net proceeds from this offering.

Based on our planned use of the net proceeds from this offering and our existing cash and cash equivalents, we estimate that such funds will be sufficient to fund our operations and capital expenditure

requirements until , although there can be no assurance in that regard. We have based this estimate on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect.

Pending our use of proceeds from this offering, we plan to invest these net proceeds in a variety of capital preservation instruments, including short-term, interest bearing obligations and investment-grade instruments.

DIVIDEND POLICY

We have never declared or paid any cash dividend, and we do not anticipate declaring or paying any cash dividends in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business. See the section titled “Risk Factors—Risks Related to the Offering and Ownership of Our ADSs—Because we have no present intention to pay dividends on our ordinary shares for the foreseeable future, capital appreciation, if any, will be your sole source of gains and you may never receive a return on your investment.”

Under English law, among other things, we may only pay dividends if we have sufficient distributable reserves (on a non-consolidated basis), which are our accumulated realized profits that have not been previously distributed or capitalized less our accumulated realized losses, so far as such losses have not been previously written off in a reduction or reorganization of capital.

CORPORATE REORGANIZATION

COMPASS Pathways plc was initially incorporated in England and Wales in June 2020 as a private company with limited liability, under the name COMPASS Rx Limited, with nominal assets and liabilities for the purpose of consummating the corporate reorganization described herein. Pursuant to the terms of a share for share exchange agreement entered into on August 7, 2020 as part of our corporate reorganization, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited, and, as a result, COMPASS Pathfinder Holdings Limited became a wholly owned subsidiary of COMPASS Rx Limited. Our financial statements and the related notes, included elsewhere in this prospectus, give retroactive effect to the share exchange. Subsequently, we re-registered COMPASS Rx Limited as a public limited company and renamed it COMPASS Pathways plc, effective on August 21, 2020. Therefore, investors in this offering will only acquire, and this prospectus only describes the offering of, ADSs representing ordinary shares of COMPASS Pathways plc. We refer to the reorganization, pursuant to which COMPASS Rx Limited acquired all of the interests in COMPASS Pathfinder Holdings Limited in exchange for the issuance of the same classes of newly issued shares of COMPASS Rx Limited multiplied by 1,161, and the subsequent re-registration of COMPASS Rx Limited as a public limited company renamed COMPASS Pathways plc, as our “corporate reorganization.”

The corporate reorganization is taking place in several steps, all of which will be completed prior to the completion of this offering.

Exchange of COMPASS Pathfinder Holdings Limited Shares for COMPASS Rx Limited Shares

Prior to the share exchange on August 7, 2020, the share capital of COMPASS Pathfinder Holdings Limited was divided into 83,025 ordinary shares of nominal value £0.01 each; 20,100 preferred shares of nominal value £0.01 each; 54,072 Series A preferred shares of nominal value £0.01 each; and 47,091 Series B preferred shares of nominal value £0.01 each. On August 7, 2020, the shareholders of COMPASS Pathfinder Holdings Limited exchanged each of these classes of shares of COMPASS Pathfinder Holdings Limited for 1,161 of the same classes of shares, with the same shareholder rights, in COMPASS Rx Limited. As a result, COMPASS Rx Limited became the sole shareholder of COMPASS Pathfinder Holdings Limited.

Reduction of Capital of COMPASS Rx Limited

Pursuant to Part 17 of the Companies Act 2006, COMPASS Rx Limited reduced its share capital on August 19, 2020 by way of a reduction of the nominal value of each share in the capital of COMPASS Rx Limited from £1.00 to £0.001 in order to satisfy the net asset test requirement in section 92 of the Companies Act 2006 for re-registration as a public limited company and to create distributable reserves.

Re-registration of COMPASS Rx Limited as COMPASS Pathways plc and Reorganization of Shares in COMPASS Pathways plc

Following COMPASS Pathfinder Holdings Limited becoming a wholly owned subsidiary of COMPASS Rx Limited and following COMPASS Rx Limited's capital reduction, COMPASS Rx Limited was re-registered as a public limited company and renamed COMPASS Pathways plc on August 21, 2020, which required the passing of special resolutions by the shareholders of COMPASS Rx Limited to approve the re-registration of COMPASS Rx Limited as a public limited company, the name change to COMPASS Pathways plc and the adoption of new articles of association of COMPASS Pathways plc.

Certain further resolutions will be required to be passed by the shareholders of COMPASS Pathways plc prior to the completion of this offering, details of which are set out in the section titled “Description of Share Capital and Articles of Association.”

Prior to the completion of this offering, all of COMPASS Pathways plc's outstanding preferred shares of nominal value £0.001 each, Series A preferred shares of nominal value £0.001 each and Series B preferred shares of nominal value £0.001 each will convert on a one to one basis into an aggregate of _____ shares of a single class of ordinary shares of COMPASS Pathways plc.

Therefore, upon consummation of the corporate reorganization and prior to the completion of this offering, assuming an initial public offering price of \$ _____ per ADS, the current shareholders of COMPASS Pathfinder Holdings Limited will hold an aggregate of _____ ordinary shares of COMPASS Pathways plc. In the event of a \$1.00 increase in the assumed initial public offering price per ADS to \$ _____ per ADS, the current shareholders of COMPASS Pathfinder Holdings Limited will hold an aggregate of _____ ordinary shares of COMPASS Pathways plc. In the event of a \$1.00 decrease in the assumed initial public offering price per ADS to \$ _____ per ADS, the current shareholders of COMPASS Pathfinder Holdings Limited will hold an aggregate of _____ ordinary shares of COMPASS Pathways plc.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2020 on:

- an actual basis;
- on a pro forma basis to give effect to (i) the automatic conversion of all outstanding shares of our preferred shares into an aggregate of ordinary shares upon the closing of this offering and (ii) the filing and effectiveness of our articles of incorporation to be adopted immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis giving effect to the pro forma adjustments set forth above and to give further effect to the issuance and sale of ADS in this offering at an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information below is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. Cash is not a component of our total capitalization. You should read this information together with our consolidated financial statements and related notes appearing elsewhere in this prospectus and the information set forth under the sections titled “Selected Consolidated Financial Data,” “Use of Proceeds” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	As of June 30, 2020		
	Actual	Pro Forma ⁽¹⁾	Pro Forma As adjusted
	(in thousands, except share and per share amounts) (expressed in U.S. Dollars, unless otherwise stated)		
Cash ⁽¹⁾	\$ 67,606		
Convertible preferred shares, nominal value £0.001 per share; 144,535,212 shares authorized and 140,786,343 shares issued and outstanding actual; no shares authorized, issued or outstanding pro forma or pro forma as adjusted	\$ 116,495		
Shareholders' equity (deficit):			
Ordinary shares, nominal value £0.001 per share; 94,651,686 shares authorized, 94,651,686 shares issued and outstanding, actual; shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted		124	
Additional paid-in capital	18,551		
Accumulated other comprehensive (loss) income	(1,131)		
Accumulated deficit	(62,399)		
Total shareholders' equity (deficit)	(44,855)		
Total capitalization	\$ 71,640		

(1) Does not include \$5.3 million received in August 2020 from the sale of 3,748,869 additional Series B convertible preferred shares.

(2) Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of

cash and cash equivalents, additional paid-in-capital, total shareholders' equity (deficit) and total capitalization by \$ million, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same. An increase (decrease) of 1,000,000 in the number of ADSs offered by us, as set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, additional paid-in-capital, total shareholders' equity (deficit) and total capitalization by \$ million, assuming no change in the assumed initial public offering price per ADS.

The number of ordinary shares outstanding in the table above does not include:

- 35,677,530 ordinary shares issuable upon the exercise of options for ordinary shares outstanding as of August 28, 2020, with a weighted-average exercise price of \$0.07 per share, including 13,277,196 ordinary shares that will vest immediately upon completion of this offering;
- an additional 3,270,332 ordinary shares reserved for issuance to our employees and consultants as of August 28, 2020, which shares will no longer be reserved following this offering; and
- an additional ordinary shares that will be made available for future issuance under our 2020 Share Option Plan, or the 2020 Option Plan, which will become effective in connection with this offering.

DILUTION

If you invest in our ADSs in this offering, your interest will be immediately diluted to the extent of the difference between the initial public offering price per ADS in this offering and the pro forma as adjusted net tangible book value per ADS after this offering. Dilution results from the fact that the initial public offering price per ADS is substantially in excess of the net tangible book value per ADS.

As of June 30, 2020, we had a historical net tangible book value of \$71.1 million, or \$0.30 per ordinary share (equivalent to \$0.30 per ADS). Our net tangible book value per ADS represents total tangible assets (excluding fixed asset investments) less total liabilities, divided by the aggregate number of ordinary and convertible preferred shares outstanding on June 30, 2020.

As of June 30, 2020, our pro forma net tangible book value would have been \$ million, or \$ per ordinary share (equivalent to \$ per ADS). Pro forma net tangible book value represents the amount of our total tangible assets less our total liabilities, after giving effect to (i) the automatic conversion of all outstanding shares of our convertible preferred shares into an aggregate of ordinary shares prior to the completion of this offering and (ii) the adoption of our Articles immediately prior to the completion of this offering. Pro forma net tangible book value per share represents pro forma net tangible book value divided by the total number of shares outstanding as of June 30, 2020, after giving effect to the pro forma adjustments described above.

After giving effect to (i) our corporate reorganization and (ii) the sale of ADSs in this offering at an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value at June 30, 2020 would have been \$ per ordinary share, or \$ per ADS. This represents an immediate increase in pro forma as adjusted net tangible book value of \$ per ADS to new investors and immediate dilution of \$ per ADS to new investors. The following table illustrates this dilution to new investors purchasing ADSs in this offering:

Assumed initial public offering price per ADS	
Historical net tangible book value per ADS as of June 30, 2020	\$ 0.30
Increase per share attributable to the pro forma adjustments described above	
Pro forma net tangible book value per share as of June 30, 2020	
Increase attributable to new investors purchasing ADSs in this offering	
Pro forma as adjusted net tangible book value per ADS as of	
Dilution per share to new investors purchasing ADSs in this offering	

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) our pro forma as adjusted net tangible book value after this offering by \$ per ADS, and would increase (decrease) dilution to new investors by \$ per ADS, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and the estimated offering expenses payable by us. Each increase (or decrease) of 1,000,000 in the number of ADSs we are offering would increase (or decrease) our pro forma as adjusted net tangible book value after this offering by \$ per ADS, and would increase (or decrease) dilution to new investors by \$ per ADS, assuming the assumed initial public offering price per ADS remains the same. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

If the underwriters exercise their option to purchase additional ADSs in full, the pro forma as adjusted net tangible book value per ADS after the offering would be \$, the increase in net tangible book value per ADS to existing shareholders would be \$ and the immediate dilution in net tangible book value per ADS to new investors in this offering would be \$.

The following table summarizes, on the pro forma as adjusted basis described above as of June 30, 2020, the differences between the existing shareholders and the new investors in this offering with respect to the number of ordinary shares purchased from us (including ordinary shares underlying ADSs), the total consideration paid to us and the average price per ordinary share (including ordinary shares underlying ADSs), based on an assumed initial public offering price of \$ per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	ORDINARY SHARES/ADSs PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE PER ORDINARY SHARES/ADS
	NUMBER	PERCENT	AMOUNT	PERCENT	
Existing shareholders	235,438,029				
New investors participating in this offering					
Total		100.00 %		100.00 %	

If the underwriters exercise their option to purchase additional ADSs in full, the percentage of ordinary shares held by existing shareholders will decrease to % of the total number of ordinary shares outstanding after the offering, and the number of shares held by new investors will be increased to , or % of the total number of ordinary shares outstanding after this offering.

The above discussion and tables are based on ordinary shares issued and outstanding as of June 30, 2020 after giving effect to the conversion of all of our outstanding preferred shares as part of our corporate reorganization into ordinary shares upon the completion of this offering and excludes:

- 35,677,530 ordinary shares issuable upon the exercise of options for ordinary shares outstanding as of August 28, 2020, with a weighted-average exercise price of \$0.07 per share, including 13,277,196 ordinary shares that will vest immediately upon the completion of this offering;
- an additional 3,270,332 ordinary shares reserved for issuance to our employees and consultants as of August 28, 2020, which shares will no longer be reserved following this offering; and
- an additional ordinary shares that will be made available for future issuance under our 2020 Share Option Plan, or the 2020 Option Plan, which will become effective in connection with this offering.

To the extent that options are issued under our 2020 Option Plan, or we issue additional ordinary shares or ADSs in the future, there will be further dilution to investors participating in this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The following tables present our selected consolidated financial data as of the dates and for the periods indicated for COMPASS Pathfinder Holdings Limited. We derived the selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018 and 2019 and the selected consolidated balance sheet data as of December 31, 2018 and 2019 from our audited consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as the audited consolidated financial statements. We derived the selected consolidated statements of operations and comprehensive loss data for the six months ended June 30, 2019 and 2020 and the summary consolidated balance sheet data as of June 30, 2020 from our unaudited quarterly condensed consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the unaudited data reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information contained in those statements. We prepare our consolidated financial statements in accordance with United States generally accepted accounting principles, or U.S. GAAP, as issued by the Financial Accounting Standards Board, or FASB. The information presented below gives retroactive effect to the share exchange completed pursuant to our corporate reorganization. Please see “Corporate Reorganization” beginning on page 112 for more information.

Our historical results are not necessarily indicative of our future results and the results for the six months ended June 30, 2020 are not necessarily indicative of the results to be expected for the full year ending December 31, 2020 or any other future period. You should read this data together with our consolidated financial statements and related notes appearing elsewhere in this prospectus and the information under the sections titled “Capitalization” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Our functional currency is the pound sterling. However, for financial reporting purposes, our financial statements, which are prepared using the functional currency, have been translated into U.S. dollars. Our assets and liabilities are translated at the exchange rates at the balance sheet date, our revenue and expenses are translated at average exchange rates and shareholders’ equity (deficit) is translated based on historical exchange rates. Translation adjustments are not included in determining net income (loss) but are included in foreign exchange translation adjustment to other comprehensive loss, a component of shareholders’ equity (deficit).

As of June 30, 2020, the representative exchange rate was £1.00 = \$1.2369.

	YEAR ENDED DECEMBER 31,		SIX MONTHS ENDED JUNE 30,	
	2018	2019	2019	2020
(in thousands, except share and per share data)				
Consolidated Statement of Operations and Comprehensive Loss Data:				
Operating expenses:				
Research and development	\$ 8,917	\$ 12,563	\$ 4,866	\$ 11,947
General and administrative	3,586	8,616	2,716	14,445
Total operating expenses	12,503	21,179	7,582	26,392
Loss from operations	(12,503)	(21,179)	(7,582)	(26,392)
Other income (expense), net	(716)	1,582	57	1,258
Net loss	(13,219)	(19,612)	(6,297)	(24,834)
Other comprehensive (loss) income:				
Foreign exchange translation adjustment	(522)	337	(19)	(1,033)
Comprehensive loss	\$ (13,741)	\$ (19,275)	\$ (6,316)	\$ (25,867)
Net loss per share attributable to ordinary shareholders — basic and diluted	\$ (0.40)	\$ (0.30)	\$ (0.11)	\$ (0.30)
Weighted-average ordinary shares outstanding — basic and diluted	33,133,480	65,814,221	59,878,864	83,878,882
Pro forma net loss attributable to holders of ordinary shares outstanding — basic and diluted (unaudited)				
Pro forma weighted average ordinary shares outstanding — basic and diluted (unaudited)				

	AS OF DECEMBER 31,		AS OF JUNE 30,
	2018	2019	2020
(in thousands)			
Consolidated Balance Sheet Data:			
Cash	\$ 22,907	\$ 24,966	\$ 67,606
Working capital ⁽¹⁾	24,432	8,300	70,856
Total assets	26,386	32,389	77,079
Convertible preferred shares	38,908	38,908	116,495
Total shareholders' deficit	(14,368)	(30,390)	(44,855)

(1) We define working capital as current assets less current liabilities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the section entitled "Selected Consolidated Financial Data" and our consolidated financial statements and related notes appearing elsewhere in this prospectus. Some of the information contained in this discussion and analysis, including information with respect to our plans and strategy for our business and our expectations with respect to liquidity and capital resources, includes forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, those risks and uncertainties described in "Risk Factors" and "Special Note Regarding Forward-Looking Statements" in this prospectus. Our actual results could differ materially from the results described in or implied by these forward-looking statements.

Overview

We are a mental health care company dedicated to accelerating patient access to evidence-based innovation in mental health. We are motivated by the need to find better ways to help and empower people suffering with mental health challenges who are not helped by existing therapies, and are pioneering the development of a new model of psilocybin therapy, in which psilocybin is administered in conjunction with psychological support. Our initial focus is on treatment-resistant depression, or TRD, a subset of major depressive disorder, or MDD, comprising patients who are inadequately served by the current treatment paradigm. Early signals from academic studies, using formulations of psilocybin not developed by us, have shown that psilocybin therapy may have the potential to improve outcomes for patients suffering with TRD, with rapid reductions in depression symptoms and effects lasting up to six months, after administration of a single high dose. We have developed a proprietary, high-purity polymorphic crystalline formulation of psilocybin, COMP360. In 2019, we completed a Phase I clinical trial administering COMP360, along with psychological support, to 89 healthy volunteers, the largest randomized controlled trial with psilocybin therapy to date. In this trial, we observed that COMP360 was generally well-tolerated. We are currently evaluating COMP360 in conjunction with psychological support, in a Phase IIb trial and we plan to report data from this trial in late 2021.

Since our formation, we have devoted substantially all of our resources to conducting preclinical studies and clinical trials, organizing and staffing our company, business planning, raising capital and establishing our intellectual property portfolio. We do not have any therapeutic candidates approved for sale and have not generated any revenue. We have funded our operations to date primarily with proceeds from the sale of convertible preferred shares and convertible loan notes. Through June 30, 2020, we had received net cash proceeds of \$111.7 million from sales of our convertible preferred shares and convertible loan notes.

We have incurred significant operating losses since our inception. We incurred total net losses of \$13.2 million, \$19.6 million and \$24.8 million, respectively, for the fiscal years ended December 31, 2018 and 2019 and the six months ended June 30, 2020. As of June 30, 2020, we had an accumulated deficit of \$62.4 million. Our historical losses resulted principally from costs incurred in connection with research and development activities and general and administrative costs associated with our operations. In the future, we intend to continue to conduct research and development, preclinical testing, clinical trials, regulatory compliance, market access, commercialization and business development activities that, together with anticipated general and administrative expenses, will result in incurring further significant losses for at least the next several years. Our operating losses stem primarily from development of our investigational COMP360 psilocybin therapy for TRD, and we expect they will continue to increase as we increase our headcount and further develop our investigational COMP360 psilocybin therapy candidate through clinical trials for TRD, potentially including expanding into additional indications, and initiate preclinical and clinical development of additional programs for different therapeutic candidates. Furthermore, following the closing of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, accounting, investor relations and other

expenses that we did not incur as a private company. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from sales of therapeutic candidates, if ever, we expect to finance our operations through a combination of equity offerings, debt financings, strategic collaborations and alliances, licensing arrangements or monetization transactions. Our inability to raise capital as and when needed could have a negative impact on our financial condition and ability to pursue our business strategies. There can be no assurances, however, that our current operating plan will be achieved or that additional funding will be available on terms acceptable to us, or at all.

As of June 30, 2020, we had cash and cash equivalents of \$67.6 million. In April 2020 we received \$5.3 million from the sale of our Series B convertible preferred shares and in August 2020 we received an additional \$5.3 million from the sale of our Series B convertible preferred shares. We believe that our existing cash, cash equivalents and short-term investments, together with the net proceeds from this offering, will be sufficient for us to fund our operating expenses and capital expenditure requirements until at least . We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. See “—Liquidity and Capital Resources—Funding Requirements” below.

The spread of COVID-19, which we refer to as the COVID-19 pandemic, and the policies and regulations implemented by governments in response to the pandemic have had a significant impact, both directly and indirectly, on the global economy and our business and operations, including in particular the interruption of our clinical trial activities and potential interruption to our supply chain. For example, the COVID-19 pandemic has delayed enrollment in our ongoing Phase IIb clinical trial of COMP360 psilocybin therapy. While we have resumed enrollment in this trial, the impact of COVID-19 has delayed our anticipated completion date of this trial. The development of our investigational COMP360 psilocybin therapy could continue to be disrupted and materially adversely affected in the future by the COVID-19 pandemic or other epidemics or outbreaks of an infectious disease. If the disruption due to the COVID-19 pandemic continues, our planned future clinical development for our investigational COMP360 psilocybin therapy could also be delayed due to government orders and site policies on account of the pandemic, and some patients may be unwilling or unable to travel to study sites, enroll in our trials or be unable to comply with clinical trial protocols if quarantines impede patient movement or interrupt healthcare services, which would delay our ability to conduct clinical trials or release clinical trial results and could delay our ability to obtain regulatory approval and commercialize our therapeutic candidate. Furthermore, the COVID-19 pandemic could affect our employees or the employees of research sites and service providers, including therapists employed by trial sites involved in our clinical trial of COMP360, on whom we rely as well as those of companies with which we do business, including our suppliers, CROs and contract manufacturing organizations, or CMOs, thereby disrupting our business operations. Quarantines and travel restrictions imposed by governments in the jurisdictions in which we and the companies with which we do business could materially impact the ability of employees to access preclinical and clinical sites, manufacturing sites and offices. We have implemented work-at-home policies and may experience limitations in employee resources. Our increased reliance on personnel working from home may negatively impact productivity, increase the potential risks of data privacy or security breaches, or disrupt, delay, or otherwise adversely impact our business.

We are still assessing our business plans and the impact the COVID-19 pandemic may have on our ability to advance the development and manufacturing of COMP360 as a result of adverse impacts on the research sites, service providers, vendors, or suppliers on whom we rely, or to raise financing to support the development of our investigational COMP360 psilocybin therapy. No assurances can be given that this analysis will enable us to avoid part or all of any impact from the COVID-19 pandemic, including downturns in business sentiment generally or in our sector in particular. We cannot currently predict the scope and severity of any potential business shutdowns or disruptions, but if we or any of the third parties on whom we rely or with whom we conduct business were to experience shutdowns or other business disruptions, our ability to conduct our business in the manner and on the timelines presently planned could be materially and adversely impacted.

Components of Our Results of Operations

Revenue

To date, we have not generated any revenue and do not expect to generate any revenue from the sale of therapeutic candidates in the foreseeable future. If our development efforts for our investigational COMP360 psilocybin therapy are successful and result in regulatory approval of COMP360, we may generate revenue in the future.

Operating Expenses

Research and Development Expenses

Research and development expenses consist primarily of:

- development costs, including expenses incurred under agreements with contract research organizations, or CROs and CMOs, as well as investigative sites and consultants that conduct our clinical trials, preclinical studies and other scientific development services;
- manufacturing scale-up expenses and the cost of acquiring and manufacturing materials for preclinical studies and clinical trials, the costs of laboratory and trial site supplies and equipment;
- personnel expenses, including salaries, related benefits and travel expense for employees engaged in research and development functions;
- share-based compensation expenses resulting from equity rewards granted to employees engaged in research and development functions; and
- other expenses, including costs related to compliance with regulatory requirements, costs of outside consultants, including their fees, share-based compensation and related travel expenses, allocated facility-related expenses such as direct depreciation costs, allocated expenses for rent and maintenance of facilities and other operating costs.

We expense research and development costs as incurred. We recognize external development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our service providers. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our consolidated financial statements as a prepaid expense or accrued research and development expenses.

Research and development activities are central to our business model. Product or therapeutic candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials and related product manufacturing expenses. As a result, we expect that our research and development expenses will continue to increase over the next several years as we: (i) expedite the clinical development for our investigational COMP360 psilocybin therapy for TRD; (ii) fund research for our investigational COMP360 psilocybin therapy in other neuropsychiatric indications; (iii) seek to develop digital technologies to complement and augment our therapies, and seek to access other novel drug candidates for development in neuropsychiatric and related indications; (iv) improve the efficiency and scalability of our third-party manufacturing processes and supply chain; and (v) build our third-party or in-house process development, analytical and related capabilities, increase personnel costs and prepare for regulatory filings related to our potential or future therapeutic candidates.

The successful development and commercialization of our investigational COMP360 psilocybin therapy is highly uncertain. This is due to the numerous risks and uncertainties associated with development and commercialization, including the following:

- successful enrollment in and completion of clinical trials and preclinical studies;

- sufficiency of our financial and other resources to complete the necessary preclinical studies and clinical trials;
- receiving regulatory approvals or clearance for conducting our planned clinical trials or future clinical trials;
- receiving positive data from our clinical trials that support an acceptable risk-benefit profile of COMP360 and any future therapeutic candidates in the intended populations;
- receipt and maintenance of regulatory and marketing approvals from applicable regulatory authorities;
- establishing and scaling up, through third-party manufacturers, manufacturing capabilities of clinical supply for our clinical trials and commercial manufacturing, if any therapeutic candidates are approved;
- entry into collaborations to further the development of our investigational COMP360 psilocybin therapy and our future therapeutic candidates;
- obtaining and maintaining patent and trade secret protection or regulatory exclusivity for COMP360 and any future therapeutic candidates;
- successfully launching commercial sales of our investigational COMP360 psilocybin therapy and any future therapeutic candidates, if approved;
- acceptance of our current and future therapeutic candidates' benefits and uses, if approved, by patients, the medical community and third-party payors; and
- maintaining a continued acceptable safety profile of our investigational COMP360 psilocybin therapy and our future therapeutic candidates following approval.

A change in the outcome of any of these variables with respect to the development of our investigational COMP360 psilocybin therapy in preclinical and clinical development could mean a significant change in the costs and timing associated with the development of our investigational COMP360 psilocybin therapy. For example, if the U.S. Food and Drug Administration, or FDA, the European Medicines Agency, or EMA, the Medicines and Healthcare products Regulatory Agency, or MHRA, or another regulatory authority were to delay our planned start of clinical trials or require us to conduct clinical trials or other testing beyond those that we currently expect, or if we experience significant delays in enrollment in any of our planned clinical trials, we could be required to commit significant additional financial resources and time on the completion of clinical development of that therapeutic candidate.

General and Administrative Expenses

General and administrative expenses consist primarily of:

- personnel expenses, including salaries and related benefits, travel and other expenses incurred by personnel in executive, finance and administrative functions;
- share-based compensation expenses resulting from the equity rewards granted to employees engaged in executive, finance and administrative functions;
- legal and professional fees, including consulting, accounting and audit services; and

- facilities and other expenses, including depreciation costs, allocated expenses for rent, maintenance of facilities and other operating costs.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support our continued research activities and development of our investigational COMP360 psilocybin therapy.

We also anticipate we will continue to incur increased accounting, audit, legal, regulatory, compliance, and director and officer insurance costs, as well as investor and public relations expenses associated with being a public company. Additionally, if and when we believe a regulatory approval of a therapeutic candidate appears likely, we anticipate an increase in payroll and other expenses as a result of our preparation for commercial operations, especially as it relates to the sales and marketing of our therapeutic candidate.

Other Income (Expense), Net

Fair Value Change of Convertible Notes

Fair value change of convertible notes related to the convertible notes issued during the years ended December 31, 2018 and 2019. The convertible notes issued during the year ended December 31, 2018 were converted to Series A convertible preferred shares in August 2018. The convertible notes issued during the year ended December 31, 2019 were converted to Series B convertible preferred shares in April 2020.

Benefit from Research and Development Tax Credit

Benefit from research and development, or R&D, tax credit, consists of the R&D tax credit received in the UK, which is recorded within other income, net. As a company that carries out extensive research and development activities, we seek to benefit from the Small and Medium Enterprise, or SME, Program. Qualifying expenditures largely comprise employment costs for research staff, consumables, a proportion of relevant, permitted sub-contract costs and certain internal overhead costs incurred as part of research projects for which we do not receive income.

Based on criteria established by Her Majesty's Revenue and Customs, or HMRC, a portion of expenditures being carried in relation to our pipeline research and development, clinical trial management and third-party manufacturing development activities were eligible for the SME regime for the years ended December 31, 2018 and 2019. We expect such elements of expenditure will also continue to be eligible for the SME regime for future accounting periods.

The UK R&D tax credit is fully refundable to us and is not dependent on current or future taxable income. As a result, we have recorded the entire benefit from the UK research and development tax credit as a benefit which is included in our net loss before income tax and, accordingly, not reflected as part of the income tax provision. If, in the future, any UK R&D tax credits generated are needed to offset a corporate income tax liability in the UK, that portion would be recorded as a benefit within the income tax provision and any refundable portion not dependent on taxable income would continue to be recorded within other income, net.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign exchange gain or loss arising from foreign currency transactions.

Income Tax Expense

We are subject to corporate taxation in the United States and the UK. Due to the nature of our business, we have generated losses since inception and have therefore not paid UK corporation tax. Our income tax (expense) benefit represents only income taxes in the United States.

Unsurrendered UK losses may be carried forward indefinitely and may be offset against future taxable profits, subject to numerous utilization criteria and restrictions. The amount that can be offset each year is limited to £5.0 million plus an incremental 50% of UK taxable profits. After accounting for tax credits receivable, we had accumulated tax losses for carry forward in the UK of \$6.8 million and \$17.7 million as of December 31, 2018 and 2019, respectively.

Results of Operations

Comparison of the Six months Ended June 30, 2019 and 2020

The following table summarizes our results of operations for the six months ended June 30, 2019 and 2020 (in thousands):

	Six months Ended June 30,		
	2019	2020	Change
Operating expenses:			
Research and development	\$ 4,866	\$ 11,947	\$ 7,081
General and administrative	2,716	14,445	11,729
Total operating expenses	7,582	26,392	18,810
Loss from operations	(7,582)	(26,392)	(18,810)
Other income (expense), net:			
Other income (expense), net	57	1,258	1,201
Fair value change of convertible notes	—	(1,740)	(1,740)
Benefit from R&D tax credit	1,228	2,083	855
Total other income (expense), net	1,285	1,601	316
Loss before income taxes	(6,297)	(24,791)	(18,494)
Income tax benefit (expense)	—	(43)	(43)
Net loss	\$ (6,297)	\$ (24,834)	\$ (18,537)

Research and Development Expenses

The table below summarizes our research and development expenses for the six months ended June 30, 2019 and 2020 (in thousands):

	Six months Ended June 30,		
	2019	2020	Change
Development costs	\$ 3,416	\$ 5,996	\$ 2,580
Personnel expenses	894	1,888	994
Non-cash share-based compensation expense	426	3,517	3,091
Other expenses	130	546	416
Total research and development expenses	\$ 4,866	\$ 11,947	\$ 7,081

Research and development expenses increased by \$7.0 million from \$4.9 million for the six months ended June 30, 2019 to \$11.9 million for the six months ended June 30, 2020. The increase in research and development expenses was primarily attributable to the following:

- an increase of \$2.6 million in development expenses, which primarily relates to increases of \$1.6 million in clinical trial expenses and \$1.1 million in preclinical studies to assess additional indications for our investigational COMP360 psilocybin therapy development, offset by a decrease of \$0.1 million in therapist training costs;
- an increase of \$1.0 million in personnel expenses, as a result of hiring additional personnel in our research and development department to support the requirements of increased clinical activities;

- an increase of \$3.1 million in non-cash share-based compensation reflecting a significant charge due to 8,942,022 options that were granted in May 2020 to our president and chief business officer of which 8,569,341 options vested during the six months ended June 30, 2020, resulting in the recognition of \$8.9 million in share-based compensation expense, \$2.2 million, or 25%, of which was allocated to research and development expenses based on an estimate of time spent indirectly supporting research and development activities. The increase in non-cash share-based compensation also resulted from other share option grants made to recruit and retain staff to support the increase in our overall research and development activities; and
- an increase of \$0.4 million in other expenses, which was primarily related to increases in consulting expenses.

We expect these costs to increase materially in the near future, consistent with our plan to advance our investigational COMP360 psilocybin therapy through clinical development.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the six months ended June 30, 2019 and 2020 (in thousands):

	Six months Ended June 30,		Change
	2019	2020	
Personnel expenses	\$ 1,303	\$ 2,270	\$ 967
Non-cash share-based compensation expense	255	7,885	7,630
Legal and professional fees	795	3,146	2,351
Facilities and other expense	363	1,144	781
Total general and administrative expenses	\$ 2,716	\$ 14,445	\$ 11,729

General and administrative expenses increased by \$11.7 million from \$2.7 million for the six months ended June 30, 2019, to \$14.4 million for the six months ended June 30, 2020. The increase in general and administrative expenses was primarily attributable to the following:

- an increase of \$1.0 million in personnel costs, primarily due to an increase in headcount related to the hiring of additional personnel in general, administrative and commercial functions to support our growth initiatives, including our progression towards becoming a public company;
- an increase of \$7.6 million in non-cash share-based compensation reflecting a significant charge due to 8,942,022 options that were granted in May 2020 to our president and chief business officer, of which 8,569,341 options vested during the six months ended June 30, 2020, resulting in the recognition of \$8.9 million in share-based compensation expense, \$6.7 million or 75% of which was allocated to general and administrative expenses based on an estimate of time spent on general and administrative activities. The increase in non-cash share-based compensation also resulted from other share option grants made to recruit and retain staff to support the requirements of increased general, administrative and commercial activities;
- an increase of \$2.3 million in legal and professional fees, primarily related to preparation of initial public offering and other corporate activities as we continued to grow our business; and
- an increase of \$0.8 million in facilities and other expenses, including rent, depreciation and insurance.

We expect these costs to increase consistent with our plans to increase our headcount in conjunction with our initial public offering and ongoing requirements as a public company.

Total Other Income (Expense), Net

- *Benefit from Research and Development Tax Credit*

During the six months ended June 30, 2019 and 2020, we recognized an R&D tax credit from the UK as a benefit within other income for \$1.2 million and \$2.1 million, respectively.

- *Fair value change of convertible notes*

There was no loss resulting from the fair value change of the convertible notes during the six months ended June 30, 2019 as no convertible notes were outstanding during this period compared with \$1.7 million during the six months ended June 30, 2020.

- *Other income (net)*

Other income (net) increased by \$1.2 million from \$0.1 million for the six months ended June 30, 2019, to \$1.3 million for the six months ended June 30, 2020, primarily related to a \$1.1 million increase in exchange gain arising from the translation of cash balances generated from the issuance of Series B convertible preferred shares in the second quarter of 2020 that were maintained in USD, which was different from the legal entity's functional currency (GBP) giving rise to foreign currency gains. There was also a \$0.1 million increase in interest income.

Comparison of the Years Ended December 31, 2018 and 2019

The following table summarizes our results of operations for the years ended December 31, 2018 and 2019 (in thousands):

	Year Ended December 31,		Change
	2018	2019	
Operating expenses:			
Research and development	\$ 8,917	\$ 12,563	\$ 3,646
General and administrative	3,586	8,616	5,030
Total operating expenses	12,503	21,179	8,676
Loss from operations	(12,503)	(21,179)	(8,676)
Other income (expense), net:			
Other income (expense), net	1	(8)	(9)
Fair value change of convertible note	(2,682)	(1,139)	1,543
Benefit from R&D tax credit	1,965	2,729	764
Total other income (expense), net	(716)	1,582	2,298
Loss before income taxes	(13,219)	(19,597)	(6,378)
Income tax benefit (expense)	—	(15)	(15)
Net loss	\$ (13,219)	\$ (19,612)	\$ (6,393)

Research and Development Expenses

The table below summarizes our research and development expenses incurred for the years ended December 31, 2018 and 2019 (in thousands):

	Year Ended December 31,		Change
	2018	2019	
Development costs	\$ 6,944	\$ 7,568	\$ 624
Personnel expenses	807	2,702	1,895
Non-cash share-based compensation expense	709	1,817	1,108
Other expenses	457	476	19
Total research and development expenses	\$ 8,917	\$ 12,563	\$ 3,646

Research and development expenses increased by \$3.7 million from \$8.9 million for the year ended December 31, 2018 to \$12.6 million for the year ended December 31, 2019. The increase in research and development expenses was primarily attributable to:

- an increase of \$0.6 million in development expenses, which primarily relates to increases of \$0.3 million in contract manufacturing costs, \$0.1 million in clinical trial expenses, \$0.1 million in therapist training costs and \$0.1 million in preclinical studies to assess additional indications for our investigational COMP360 psilocybin therapy development;
- an increase of \$1.9 million in personnel expenses, as a result of hiring additional personnel in our research and development department to support the requirements of increased clinical activities;
- an increase of \$1.1 million in non-cash share-based compensation reflecting share option grants made to recruit and retain staff to support the increase in our overall research and development activities; and
- an increase of \$0.1 million was related to increases in rent expenses.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for years ended December 31, 2018 and 2019 (in thousands):

	Year Ended December 31,		Change
	2018	2019	
Personnel expenses	\$ 1,358	\$ 3,599	\$ 2,241
Non-cash share-based compensation expense	709	1,436	727
Legal and professional fees	1,138	2,657	1,519
Facilities and other expense	381	924	543
Total general and administrative expenses	\$ 3,586	\$ 8,616	\$ 5,030

General and administrative expenses increased by \$5.0 million from \$3.6 million for the year ended December 31, 2018, to \$8.6 million for the year ended December 31, 2019. The increase in general and administrative expenses was primarily attributable to the following:

- an increase of \$2.2 million in personnel costs, primarily due to an increase in headcount related to the hiring of additional personnel in general, administrative and commercial functions to support our growth initiatives, including our progression towards becoming a public company;

- an increase of \$0.7 million in non-cash share-based compensation reflecting share option grants made to recruit and retain staff to support the requirements of increased general, administrative and commercial activities;
- an increase of \$1.5 million in legal and professional fees, primarily related to expenses associated with our convertible loan note issued in 2019, business development activities and accountancy and tax support; and
- an increase of \$0.5 million in facilities and other expenses, including rent, depreciation and insurance.

Total Other Income (Expense), Net

- *Benefit from Research and Development Tax Credit*

During the years ended December 31, 2018 and 2019, we recognized a R&D tax credit from the UK as a benefit within other income for \$2.0 million and \$2.7 million, respectively.

- *Fair value change of convertible notes*

The change resulted from the fair value change of the convertible notes which decreased from \$2.7 million during the year ended December 31, 2018 to \$1.1 million during the year ended December 31, 2019.

Liquidity and Capital Resources

We are a clinical-stage mental health care company and we have not yet generated any revenue to date. We have incurred significant operating losses since our formation. We have not yet commercialized any therapeutic candidates and we do not expect to generate revenue from sales of any therapeutic candidates for several years, if at all. As a result, we will need additional capital to fund our operations, which we may obtain from additional equity or debt financings, collaborations, licensing arrangements, or other sources. We have funded our operations to date primarily with proceeds from private placements of equity and convertible notes.

In 2018, we received net cash proceeds of \$24.7 million from the sale of our Series A convertible preferred shares.

In August 2018, we converted a £5.0 million promissory note and a £1.1 million promissory note that were issued in February 2018 and March 2018, respectively, into 18,732,735 Series A convertible preferred shares.

In the second quarter of 2020, we received net cash proceeds of \$56.3 million from the sale of our Series B convertible preferred shares. In August 2020, we received an additional \$5.3 million from the sale of Series B convertible preferred shares.

In April 2020, we converted £15.0 million promissory notes issued in August 2019 into 15,169,626 Series B convertible preferred shares.

As of December 31, 2018 and 2019 and June 30, 2020, we had cash and cash equivalents of \$22.9 million, \$25.0 million and \$67.6 million, respectively.

Cash Flows

The following table summarizes our cash flows for each of the periods (in thousands):

	Year Ended December 31,		Six months Ended June 30,	
	2018	2019	2019	2020
Net cash used in operating activities	\$ (9,801)	\$ (17,813)	\$ (6,347)	\$ (10,714)
Net cash used in investing activities	(130)	(165)	(63)	(581)
Net cash provided by financing activities	32,961	18,379	—	55,886
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1,168)	1,676	5	(1,944)
Net increase (decrease) in cash	\$ 21,862	\$ 2,077	\$ (6,405)	\$ 42,647

Net Cash Used in Operating Activities

During the six months ended June 30, 2019, net cash used in operating activities was \$6.3 million, primarily resulting from our net loss of \$6.3 million, offset by non-cash share-based compensation of \$0.7 million. The net loss was also adjusted by \$0.7 million related to changes in components of working capital, including a \$1.6 million decrease in prepaid expenses and other assets which related to prepaid research and development, and a \$0.8 million increase in accounts payable and accrued expenses which relate to increased research and development expenses incurred on our preclinical and clinical trials.

During the six months ended June 30, 2020, net cash used in operating activities was \$10.7 million, primarily resulting from our net loss of \$24.8 million, offset by non-cash share-based compensation of \$11.4 million, depreciation and amortization of \$0.1 million and a loss due to the change in fair value of our convertible notes of \$1.7 million. The net loss was also adjusted by \$0.9 million related to changes in components of working capital, including a \$1.1 million decrease in prepaid expenses and other assets which related to the R&D tax credit receivable, and a \$2.0 million increase in accounts payable and accrued expenses which related to increased research and development expenses incurred on our preclinical and clinical trials and increased general and administrative spending resulting from increased professional and legal expenses we have incurred in conjunction with our preparation for becoming a public company.

During the year ended December 31, 2018, net cash used in operating activities was \$9.8 million, primarily resulting from our net loss of \$13.2 million, offset by the loss due to the change in fair value of our convertible notes of \$2.7 million and non-cash share-based compensation of \$1.4 million. The net loss was also adjusted by \$0.7 million related to changes in components of working capital, including a \$1.5 million decrease in prepaid expenses and other assets which related to the R&D tax credit receivable, and a \$0.8 million increase in accounts payable and accrued expenses which relate to increased research and development expenses incurred on our preclinical and clinical trials.

During the year ended December 31, 2019, net cash used in operating activities was \$17.8 million, primarily resulting from our net loss of \$19.6 million, offset by non-cash share-based compensation of \$3.3 million and the loss due to the change in fair value of our convertible notes of \$1.1 million. The net loss was also adjusted by \$2.7 million related to changes in components of working capital, including a \$3.4 million decrease in prepaid expenses and other assets which related to the R&D tax credit receivable, and a \$0.7 million increase in accounts payable and accrued expenses which relate to increased research and development expenses incurred on our preclinical and clinical trials and increased general and administrative spending resulting from increased professional and legal expenses we have incurred in conjunction with our preparation for becoming a public company.

Net Cash Used in Investing Activities

During the six months ended June 30, 2019, net cash used in investing activities was \$0.1 million, primarily driven by our purchases of property and equipment, which largely consisted of operating and computer equipment.

During the six months ended June 30, 2020, net cash used in investing activities was \$0.6 million, comprising the \$0.5 million investment to acquire 8% (on a fully diluted basis) shareholding in Delix Therapeutics, Inc., a drug discovery and development company researching novel small molecules for use in central nervous system indications, and a \$0.1 million in purchase of property and equipment.

During the year ended December 31, 2018, net cash used in investing activities was \$0.1 million, primarily driven by purchases of property and equipment related to operating and computer equipment.

During the year ended December 31, 2019, net cash used in investing activities was \$0.2 million, primarily driven by our purchases of property and equipment, which largely consisted of operating and computer equipment.

Net Cash Provided by Financing Activities

There was no financing activity during the six months ended June 30, 2019.

During the six months ended June 30, 2020, net cash provided by financing activities was \$55.9 million, primarily related to \$56.0 million net cash proceeds from our sale and issuance of Series B convertible preferred shares, offset by a \$0.1 million payment of costs relating to preparation for our initial public offering.

During the year ended December 31, 2018, net cash provided by financing activities was \$33.0 million, consisting of \$24.7 million net cash proceeds from our sale and issuance of Series A convertible preferred shares, \$8.5 million cash proceeds from issuance of convertible notes in 2018 and offset by \$0.2 million repayment of a related party note payable.

During the year ended December 31, 2019, net cash provided by financing activities was \$18.4 million, consisting of net cash proceeds from our issuance of convertible notes in 2019.

Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities, manufacturing and clinical trials of COMP360. In addition, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, accounting, investor relations and other expenses that we did not incur as a private company. Our expenses will also increase as we:

- continue the clinical development of our investigational COMP360 psilocybin therapy in active clinical trial sites across Europe and North America;
- establish and expand the network of public healthcare institutions and private clinics that administer our investigational COMP360 psilocybin therapy;
- continue the training of qualified therapists, psychiatrists and other healthcare professionals to deliver our investigational COMP360 psilocybin therapy;
- establish a sales, marketing and distribution infrastructure and scale-up manufacturing capabilities to commercialize any therapeutic candidates, therapy sessions, or digital support, for which we may obtain regulatory approval, including COMP360;

- advance our commercialization strategy in Europe and North America, including using digital technologies and solutions to enhance our therapeutic offering;
- continue the research and development program for our other preclinical stage therapeutic candidates and discovery-stage programs;
- discover and/or develop additional therapeutic candidates;
- seek regulatory approvals for any therapeutic candidates that successfully complete clinical trials;
- pursue necessary scheduling-related decisions to enable us to commercialize any therapeutic candidates containing controlled substances for which we may obtain regulatory approval, including COMP360;
- explore external business development opportunities through acquisitions, partnerships, licensing deals to enhance our pipeline and add additional therapeutic candidates to our portfolio;
- obtain, maintain, expand and protect our intellectual property portfolio, including litigation costs associated with defending against alleged patent or other intellectual property infringement claims;
- add clinical, scientific, operational, financial and management information systems and personnel, including personnel to support our therapeutic development and potential future commercialization efforts;
- experience any delays or encounter any issues with respect to any of the above, including failed studies, ambiguous trial results, safety issues or other regulatory challenges, including delays and other impacts as a result of the COVID-19 pandemic;
- expand our operations in the United States, Europe and potential other geographies; and
- incur additional legal, accounting and other expenses associated with operating as an English public company listed in the United States.

Following this offering, we will be a publicly traded company and will incur significant legal, accounting and other expenses that we were not required to incur as a private company. In addition, the Sarbanes-Oxley Act, as well as rules adopted by the Securities and Exchange Commission, or SEC, requires public companies to implement specified corporate governance practices that are currently not applicable to us as a private company. Pursuant to Section 404 of the Sarbanes-Oxley Act, or Section 404, we will first be required to furnish a report by our management on our internal control over financial reporting for the year ending December 31, 2021. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. We expect these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly.

We believe our existing cash of \$67.6 million at June 30, 2020, together with the proceeds of our additional Series B convertible preferred shares financing round, which closed on August 6, 2020, and the

net proceeds from this offering, will be sufficient for us to fund our operating expenses and capital expenditure requirements until at least . We have based these estimates on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect. As we progress with our development programs and the regulatory review process, we expect to incur significant commercialization expenses related to product manufacturing, pre-commercial activities and commercialization.

Because of the numerous risks and uncertainties associated with research, development and commercialization of therapeutic candidates and programs, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on and could increase significantly as a result of many factors, including:

- the progress, timing and completion of preclinical testing and clinical trials for COMP360 for the treatment of TRD, and for indications outside of TRD or any future therapeutic candidates;
- the outcome, timing and cost of seeking and obtaining regulatory approvals from the FDA, the EMA, the MHRA and comparable foreign regulatory authorities, including the potential for such authorities to require that we perform more nonclinical studies or clinical trials than those that we currently expect or change their requirements on studies that had previously been agreed to;
- the outcome and timing of any scheduling-related decisions by the United States Drug Enforcement Agency, or DEA, individual states, and comparable foreign authorities;
- the number of potential new therapeutic candidates we identify and decide to develop, either internally through our research and development efforts or externally through acquisitions, licensing or other collaboration agreements;
- the costs involved in growing our organization to the size needed to allow for the research, development and potential commercialization of our investigational COMP360 psilocybin therapy and future therapeutic candidates;
- the costs involved in filing patent applications and maintaining and enforcing patents or defending against claims of infringements raised by third parties;
- the time and costs involved in obtaining regulatory approval for COMP360 or future therapeutic candidates and any delays we may encounter as a result of evolving regulatory requirements or adverse results with respect to COMP360 or any of our future therapeutic candidates;
- selling and marketing activities undertaken in connection with the potential commercialization of our investigational COMP360 psilocybin therapy or any future therapeutic candidates, if approved, and costs involved in the creation of an effective sales and marketing organization;
- the amount of revenues, if any, we may derive either directly or in the form of royalty payments from future sales of our investigational COMP360 psilocybin therapy and future therapeutic candidates, if approved; and
- the costs of operating as a public company.

Until such time, if ever, that we can generate product revenue sufficient to achieve profitability, we expect to finance our cash needs through equity offerings, debt financings, government or other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity, current ownership interests will be diluted. If we raise additional funds through government or third-party funding, collaboration agreements, strategic alliances, licensing arrangements or marketing and distribution

arrangements, we may have to relinquish future revenue streams, research programs or therapeutic candidates or grant licenses on terms that may not be favorable to us. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we are unable to raise additional funds when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or therapeutic candidates that we would otherwise prefer to develop and market ourselves.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations as of December 31, 2019 and the effects that such obligations are expected to have on our liquidity and cash flows in future periods (in thousands):

As of December 31, 2019	Total	Less than 1 Year	1 to 2 Years	3 to 5 Years	More than 5 Years
Operating lease commitments	\$ 2,070	\$ 1,035	\$ 1,035	\$ —	\$ —
Total	\$ 2,070	\$ 1,035	\$ 1,035	\$ —	\$ —

As further discussed in Note 2 to our consolidated financial statements appearing elsewhere in this prospectus, we have not yet adopted ASU No. 2016-02 (Topic 842) Leases, and in accordance with accounting principles generally accepted in the United States, or U.S. GAAP, the obligations listed above relate to expenses associated with future periods that are not currently reflected in our consolidated balance sheets.

We enter into contracts in the normal course of business with CROs and other third-party vendors for clinical trials, clinical and commercial supply manufacturing, support for pre-commercial activities, research and development activities and other services and therapeutic candidates for our operations. Our agreements generally provide for termination within 30 days' notice. Such agreements are cancelable contracts and not included in the table of contractual obligations and commitments.

Critical Accounting Policies and Significant Judgments and Estimates

Our consolidated financial statements are prepared in accordance with U.S. GAAP. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, costs and expenses, and the disclosure of contingent assets and liabilities in our consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our consolidated financial statements appearing at the end of this prospectus, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Accrued Research and Development Expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued research and development expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of actual costs. We make estimates of our accrued expenses as of each balance sheet date in the consolidated financial statements based on facts and

circumstances known to us at that time. We periodically confirm the accuracy of these estimates with the service providers and make adjustments if necessary. To date, such adjustments have not been material. The estimate of accrued research and development expense is dependent, in part, upon the receipt of timely and accurate reporting from CROs, CMOs, and other third-party service providers. Examples of estimated accrued research and development expenses include fees paid to:

- vendors in connection with preclinical development activities;
- CROs and investigative sites in connection with preclinical studies and clinical trials; and
- CMOs in connection with drug substance and drug product formulation of preclinical study and clinical trial materials.

We base our expenses related to preclinical studies and clinical trials on our estimates of the services received and efforts expended pursuant to quotes and contracts with multiple research institutions and CROs that conduct and manage preclinical studies and clinical trials on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the expense.

Payments under some of these contracts depend on factors such as the successful enrollment of patients and the completion of clinical trial milestones. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from the estimate, we adjust the accrual or the amount of prepaid expenses accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in reporting amounts that are too high or too low in any particular period. To date, there have not been any material adjustments to our prior estimates of accrued research and development expenses.

Research and Development Incentives and Receivables

We are subject to corporate taxation in the UK. Due to the nature of our business, we have generated losses since our inception. The benefit from research and development, or R&D, tax credits is recognized in our consolidated statements of operations and comprehensive loss as a component of other income (expense), net, and represents the sum of our R&D tax credits recoverable in the UK.

The UK R&D tax credit is fully refundable to us and is not dependent on current or future taxable income. As a result, we have recorded the entire benefit from the UK R&D tax credit as a benefit which is included in our net loss before income tax and accordingly, not reflected as part of our income tax provision. If, in the future, any UK R&D tax credits generated are needed to offset a corporate income tax liability in the UK, that portion would be recorded as a benefit within the income tax provision and any refundable portion not dependent on taxable income would continue to be recorded within other income (expense), net.

As a company we carry out extensive R&D activities and, therefore, benefit from the UK R&D tax credit regime under the scheme for SMEs. Under the SME regime, we are able to surrender some of our trading losses that arise from qualifying R&D activities for a cash rebate of up to 33.35% of such qualifying R&D expenditure. We meet the conditions of the SME regime. Qualifying expenditures largely comprise employment costs for research staff, consumables, outsourced contract research organization costs and utilities costs incurred as part of our research projects. Certain subcontracted qualifying R&D expenditures are eligible for a cash rebate of up to 21.67%. A large portion of costs relating to R&D, clinical trials and manufacturing activities are eligible for inclusion within our tax credit cash rebate claims.

We have recorded a benefit from the R&D tax credit in other income, net of \$2.0 million and \$2.7 million for the years ended December 31, 2018 and 2019, respectively. We have recorded a benefit from the R&D tax credit in other income, net of \$1.2 million and \$2.1 million for the six months ended June 30, 2019 and 2020, respectively.

The refund is denominated in pounds sterling and, therefore, the receivable is remeasured into U.S. dollars as of each reporting date. As of December 31, 2018, and 2019 and June 30, 2020, our tax incentive receivable from the UK government was \$1.9 million, \$4.8 million and \$4.7 million, respectively.

Share-Based Compensation

We measure non-cash share-based awards granted to employees, non-employees and directors based on the fair value on the date of the grant. Forfeitures are accounted for as they occur. We issue non-cash share-based awards with service-based vesting conditions. For equity awards that vest based on a service condition, the non-cash share-based compensation expense is recognized on a straight-line basis over the requisite service period.

Determination of the Fair Value of the Ordinary Shares

As there has been no public market for our ordinary shares to date, the estimated fair value of our ordinary shares has been determined by our board of directors as of the date of each grant, with input from management, considering our most recently available third-party valuations of our ordinary shares, and our board of directors' assessment of additional objective and subjective factors that it believed were relevant and which may have changed from the date of the most recent valuation through the date of the grant. These third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation. Our ordinary share valuations were prepared using an option pricing method, or OPM, which used market approaches to estimate our enterprise value. The OPM treats ordinary shares and convertible preferred shares as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the ordinary share has value only if the funds available for distribution to shareholders exceeded the value of the convertible preferred share liquidation preferences at the time of the liquidity event, such as a strategic sale or a merger. A discount for lack of marketability of the ordinary share is then applied to arrive at an indication of value for the ordinary share. The future value of the ordinary share is discounted back to the valuation date at an appropriate risk-adjusted discount rate to arrive at an indication of value for the ordinary share. These third-party valuations were performed at various dates between January 1, 2019 and June 30, 2020, which resulted in the following per share valuation of our ordinary shares:

Valuation Date	Fair Value per Ordinary Share
July 20, 2019	\$ 0.25
December 31, 2019	\$ 0.26
March 30, 2020	\$ 0.61
May 19, 2020	\$ 1.02
June 15, 2020	\$ 1.11

In addition to considering the results of these third-party valuations, our board of directors considered various objective and subjective factors to determine the fair value of our ordinary shares as of each grant date, including:

- the prices at which we sold convertible preferred shares;
- the progress of our R&D programs, including the status of preclinical studies and planned clinical trials for COMP360 psilocybin therapy;

- our stage of development and our business strategy;
- external market conditions affecting the biotechnology industry, and trends within the biotechnology industry;
- our financial position, including cash on hand, and our historical and forecasted performance and operating results;
- the lack of an active public market for our ordinary and convertible preferred shares;
- the likelihood of achieving a liquidity event, such as an initial public offering, or IPO, or a sale of our company in light of prevailing market conditions; and
- the analysis of IPOs and the market performance of similar companies in the biopharmaceutical industry.

The assumptions underlying these valuations represent management's best estimates, which involve inherent uncertainties and the application of management judgment. As a result, if factors or expected outcomes change and we use significantly different assumptions or estimates, our non-cash share-based compensation expense could be materially different.

Once a public trading market for our ordinary shares has been established in connection with the closing of this offering, it will no longer be necessary for our board of directors to estimate the fair value of our ordinary shares in connection with our accounting for granted share options and other such awards we may grant, as the fair value of our ordinary shares will be determined based on the quoted market price of our ordinary shares.

Ordinary Shares granted with vesting restrictions

We have granted ordinary shares with restrictions on vesting. The following table sets forth, by grant date, the number of shares subject to the equity awards granted from January 1, 2018 through June 30, 2020 and the fair value of ordinary shares per share on each grant date:

Grant Date	Number of Shares Granted	Fair value of Ordinary Shares
October 11, 2019	1,771,686	\$ 0.25

Restricted Share Unit granted with vesting restrictions

We have granted restricted share units with restrictions on vesting. The following table sets forth, by grant date, the number of shares subject to the equity awards granted from January 1, 2018 through June 30, 2020 and the fair value of restricted share units per share on each grant date:

Grant Date	Number of Shares Granted	Fair value of Restricted Share Units
June 30, 2020	2,268,594	\$ 1.11

Determination of the Fair Value of the Share Options

We measure share options granted to employees and members of our board of directors for their services as directors based on the fair value on the date of the grant and recognize the corresponding compensation expense of those share options over the requisite service period, which is generally the vesting period of the respective share options. We have only issued share options with service-based vesting conditions and record the expense for these awards using the straight-line method.

We estimate the fair value of each share options grant using the Black-Scholes option-pricing model, which uses as inputs the estimated fair value of our ordinary shares and assumptions we make for the volatility of our ordinary shares, the expected term of our share options, the risk-free interest rate for a period that approximates the expected term of our share options and our expected dividend yield.

We determined the assumptions for the Black-Scholes option-pricing model as discussed below. Each of these inputs is subjective and generally requires significant judgment to determine.

- **Fair Value of Our Ordinary Shares.** Prior to this offering, our ordinary shares were not publicly traded, and therefore we estimated the fair value of our ordinary shares, as discussed in “Determination of the Fair Value of Ordinary Shares” above.
- **Expected Term.** The expected term represents the period that the share-based awards are expected to be outstanding. The expected term of share options granted has been determined using the simplified method, which uses the midpoint between the vesting date and the contractual term.
- **Risk-Free Interest Rate.** The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the date of grant for zero-coupon U.S. Treasury constant maturity notes with terms approximately equal to the share-based award’s expected term.
- **Expected Volatility.** Because we do not have a trading history of our ordinary shares, the expected volatility was derived from the average historical stock volatilities of several public companies within our industry that we consider to be comparable to our business over a period equivalent to the expected term of the share-based awards.
- **Dividend Rate.** The expected dividend is zero as we have not paid and do not anticipate paying any dividends in the foreseeable future.

If any of the assumptions used in the Black-Scholes model change significantly, share-based compensation for future awards may differ materially compared with the awards granted previously.

No share options were granted during the year ended December 31, 2018. The weighted-average fair value of share options granted during the year ended December 31, 2019 was \$0.21. No share options were granted during the six months ended June 30, 2019. The weighted-average fair value of share options granted during the six months ended June 30, 2020 was \$0.82. The weighted-average assumptions utilized to determine the fair value of options granted are presented in the following table:

	Year Ended December 31, 2019	Six months Ended June 30, 2020
Expected term (in years)	5.90 years	5.89 years
Expected volatility	63.36 %	65.79 %
Expected dividend yield	0.00 %	0.00 %
Risk-free interest rate	1.88 %	0.44 %
Fair value of underlying ordinary shares	\$ 0.25	\$ 0.96

The following table sets forth by grant date the number of shares subject to options granted since January 1, 2018, the per share exercise price of the options, the fair value of ordinary shares per share on each grant date, and the per share estimated fair value of the options:

Grant Date	Number of Shares Subject to Share Options Granted	Per Share Exercise Price of Share Options	Fair Value per Ordinary Shares on Grant Date ⁽¹⁾
July 20, 2019	4,115,745	\$ 0.16	\$ 0.25
July 29, 2019	3,486,483	\$ 0.16	\$ 0.25
July 29, 2019	5,948,964	Less than \$0.01	\$ 0.25
March 30, 2020	1,474,470	\$ 0.53	\$ 0.61
March 30, 2020	1,757,754	\$ 0.26	\$ 0.61
March 30, 2020	2,571,615	Less than \$0.01	\$ 0.61
May 19, 2020	8,942,022	Less than \$0.01	\$ 1.02
June 30, 2020	6,936,975	Less than \$0.01	\$ 1.11

(1) The Per Share Exercise Price of options granted to our U.S. employees represents the per share fair value of our ordinary shares on the date of grant, as determined by our board of directors, after considering our most recently available contemporaneous valuation of our ordinary shares as well as additional factors that may have changed since the date of such contemporaneous valuation through the date of grant.

Valuation of Convertible Notes

The convertible notes were valued using a scenario-based discounted cash flow analysis. Two primary scenarios were considered and probability weighted to arrive at the valuation conclusion for each convertible note. The first scenario considers the value impact of conversion at the stated discount to the issue price if we raise over £25.0 million in an equity financing before the first anniversary of the issuance date, or the Qualified Financing, while the second scenario assumes the convertible notes are held to maturity. As of the issuance date of the convertible notes, an implied yield was calculated such that the probability weighted value of the convertible note was equal to the principal investment amount. The average implied yield of previously issued convertible notes is carried forward and used as the primary discount rate for subsequent valuation dates.

We determined the fair value of the convertible notes based on the proceeds received for the convertible notes; the terms of the convertible notes, including the rate at which the notes convert into the Qualified Financing securities; the probability and timing of a qualified equity financing; and the fair value of the underlying convertible preferred shares. Estimates and assumptions impacting the fair value measurement include the probability of a qualified equity financing as defined in the convertible notes' agreement, the expected timing of such event, and the then fair value of our convertible preferred shares. We estimated the probability and timing of the qualified equity financing based on our assumptions and knowledge of specified events at issuance and as of each reporting date.

Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles, or GAAP. As a result of becoming a public company, we will be required, pursuant to Section 404, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of the registration statement of which this prospectus is a part. This assessment will need to include disclosures of any material weaknesses identified by our management in our internal control over financial reporting. A "material weakness" is a deficiency, or a combination of

deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. We are in the very early stages of the costly and challenging process of planning the activities necessary to perform the evaluation needed to comply with Section 404.

In connection with the preparation of our consolidated financial statements for the years ended December 31, 2018 and 2019, we identified material weaknesses in our internal control over financial reporting. Specifically, we determined that we lack a sufficient number of trained professionals with an appropriate level of accounting knowledge, training and experience to: (a) design and maintain formal accounting policies, procedures and controls over the fair presentation of our financial statements; (b) analyze, record and disclose complex accounting matters timely and accurately, including share-based compensation arrangements and other non-routine transactions; and (c) design and maintain controls over the preparation and review of account reconciliations, journal entries and financial statements, including maintaining appropriate segregation of duties.

Each of these control deficiencies could result in a misstatement of our accounts or disclosures that would result in a material misstatement of our annual or interim consolidated financial statements that would not be prevented or detected, and accordingly, we determined that these control deficiencies constitute material weaknesses.

Prior to the completion of this offering, we have been a private company with limited accounting personnel to adequately execute our accounting processes and other supervisory resources with which to address our internal control over financial reporting. We are progressing with the activities necessary to implement the appropriate accounting policies, processes and controls required to comply with Section 404 and have identified the relevant individuals with the requisite expertise to assist in implementation activities designed to improve our internal control over financial reporting and remediate the control deficiencies that led to these material weaknesses, including hiring additional finance and accounting personnel and initiating design and implementation of our financial control environment, including the establishment of controls to account for and disclose complex transactions. We cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to remediate the control deficiencies that led to these material weaknesses in our internal control over financial reporting nor that they will prevent or avoid potential future material weaknesses. We cannot assure you that all of our existing material weaknesses have been identified, or that we will not in the future identify additional material weaknesses.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an "emerging growth company" as defined in the Jumpstart Our Business Startups Act, or JOBS Act, if we take advantage (as we expect to do) of the exemptions contained in the JOBS Act. We will remain an "emerging growth company" for up to five years, although if the market value of our ordinary shares (including ordinary shares represented by ADSs) that is held by non-affiliates exceeds \$700.0 million as of June 30 of any year before that time, we would cease to be an "emerging growth company" as of December 31 of that year. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. Our remediation efforts may not enable us to avoid material weaknesses in our internal control over financial reporting in the future.

If we are unsuccessful in building an appropriate accounting infrastructure, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from the Nasdaq Global Market or other adverse consequences that could materially harm our business. If we cannot provide reliable financial reports or prevent fraud, our business and results of operations could be harmed.

and investors could lose confidence in our reported financial information. Any of the foregoing occurrences, should they come to pass, could negatively impact the public perception of our company, which could have a negative impact on our share price.

There is also no assurance that we have identified all of our material weaknesses or that we will not in the future have additional material weaknesses. See “Risk Factors—Risks Related to this Offering and the ADSs—In preparation of this offering, we identified material weaknesses in our internal control over financial reporting. If we are unable to successfully remediate the existing material weaknesses in our internal control over financial reporting, the accuracy and timing of our financial reporting may be adversely affected.”

Emerging Growth Company Status

On April 5, 2012, the JOBS Act was enacted. The JOBS Act provides that, among other things, an “emerging growth company” can take advantage of an extended transition period for complying with new or revised accounting standards. As an emerging growth company, we have elected to use the extended transition period under the JOBS Act until the earlier of the date we (1) are no longer an emerging growth company or (2) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We intend to rely on certain of the other exemptions and reduced reporting requirements provided by the JOBS Act. As an emerging growth company, we are not required to, among other things, (i) provide an auditor’s 127 attestation report on our system of internal controls over financial reporting pursuant to Section 404(b), or (ii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements (auditor discussion and analysis).

Off-Balance Sheet Arrangements

As of December 31, 2018 and 2019, we did not have any off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K, such as the use of unconsolidated subsidiaries, structured finance, special purpose entities or variable interest entities.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our unaudited condensed consolidated financial statements appearing at the end of this prospectus.

Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business, which are principally limited to interest rate fluctuations and foreign currency exchange rate fluctuations. We maintain significant amounts of cash and cash equivalents that are in excess of federally insured limits in various currencies, placed with one or more financial institutions for varying periods according to expected liquidity requirements.

Interest Rate Risk

As of June 30, 2020, we held cash of \$67.6 million. Our exposure to interest rate sensitivity is impacted by changes in the underlying United States and UK bank interest rates. Our surplus cash has been invested in interest-bearing savings and money market accounts from time to time. We have not entered into investments for trading or speculative purposes. Due to the conservative nature of our investment portfolio, which is predicated on capital preservation of investments with short-term maturities, we do not believe an immediate one percentage point change in interest rates would have a material

effect on the fair market value of our portfolio, and therefore we do not expect our operating results or cash flows to be significantly affected by changes in market interest rates.

Foreign Currency Exchange Risk

We maintain the consolidated financial statements of COMPASS Pathfinder Holdings Limited in pounds sterling, but for financial reporting purposes our financial statements have been presented in U.S. dollars, the reporting currency. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at rates of exchange prevailing at the balance sheet dates. Non-monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the date of the transaction. Exchange gains or losses arising from foreign currency transactions are included in other income (expense), net in the consolidated statement of comprehensive loss. The financial statements of entities are translated from their functional currency into the reporting currency as follows: assets and liabilities are translated at the exchange rates at the balance sheet dates, revenue and expenses are translated at the average exchange rates and shareholders' equity (deficit) is translated based on historical exchange rates. Translation adjustments are not included in determining net loss but are included as a foreign exchange adjustment to other comprehensive loss, a component of shareholders' equity (deficit).

We do not currently engage in currency hedging activities in order to reduce our currency exposure, but in the future we will maintain a spread of deposits in U.S. dollars, pounds sterling and euros to broadly reflect our expected expenditures in those currencies over time, to provide a natural hedge against the impact of foreign exchange rate movements, but there can be no assurance that we will be fully protected against material foreign currency fluctuations.



A letter from our founders

Thank you for taking the time to read our prospectus, and for considering investing in our company. We often describe COMPASS as an “involuntary start-up,” something that had to be created because the world is in a mental health crisis and there has to be a way to deliver better outcomes for more people. Before we embark on the detail of our business, we would like to share some thoughts on who we are and what we are seeking to achieve.

COMPASS is a mental health care company

- Our focus is on improving the lives of those who are suffering with mental health challenges and who are not helped by current treatments
- We will work with all parts of the healthcare system to develop scalable, evidence-based innovation to improve mental health care outcomes
- Mental health care needs integrated, compassionate models that support patients with personalized approaches combining therapies, medicine and self-directed care
- We created COMPASS to accelerate affordable patient access to innovation, and to improve patient engagement and outcomes. We believe we have a responsibility to build a sustainable business that creates shared value for health systems and patients

Our vision is a world of mental wellbeing

We have a big vision. We see a world of mental wellbeing, a world in which mental health isn't simply the absence of mental illness, but the ability to flourish. We want to reduce the stigma surrounding mental health, to acknowledge that “everyone has a story”, and to create a system of care for all who are not helped by the existing system and existing therapies.

This is what our initial public offering is about, and our first priority is to bring our psilocybin therapy to some of the millions of people who suffer with treatment-resistant depression, or TRD.

For many years, mental health care has been sidelined and innovation in the field has been limited. This is changing as advances in neuroscience and technology create a better understanding of underlying mechanisms and new opportunities to develop real-world evidence. We are starting here, with TRD, because the need is so great and the impact on individuals and society so deep.

We are on a mission to transform mental health care. We want to develop new models of care, supported by evidence that we develop in clinical trials and in the real world. We will work to achieve this by being compassionate, bold, rigorous, and inclusive.

• Compassionate

Patient need drives everything we do. Everyone who suffers with mental health challenges should have options. Mental health care needs to be better for more people.

- **Bold**

We are not afraid to push the boundaries of discovery to effect much-needed and large-scale change. Our number one priority is to develop our psilocybin therapy for TRD. But we believe this is just the beginning. We believe psilocybin therapy could be helpful across many other mental health and neurological conditions.

We also want to develop new therapies and technologies to enable us to keep doing more to help patients. We'll focus on more precise and personalized treatment, and on predicting outcomes and preventing relapse. Our goal is to get people well and keep them well.

- **Rigorous**

We base our decisions on clinical data. We are committed to delivering socially responsible science and ensuring that our therapies are accessible and affordable to all who might be helped by them.

We want to bring our innovation to patients as quickly as possible, but in a way that prioritizes safety, efficacy and quality. We will work closely with regulators and payors around the world to understand the evidence we need to do this.

- **Inclusive**

We can't do this alone. We have been working with multiple stakeholders right from the start, including scientists, clinicians, patients, regulators, payors, and investors. Our priority is, and will always be, to help patients.

Continuing our journey as a public company

With our move to public ownership, our focus will not change. We remain committed to a world of mental wellbeing and we hope our shareholders will share this long-term goal.

We are no longer the small start-up we were a few years ago, but our 50-person team shares a continued strong sense of purpose and determination to reduce the personal and economic burden of mental health suffering. As co-founders, we have all been touched personally by mental health challenges and have experienced tremendous frustration with existing treatment options. We know we are not the only ones. We look forward to welcoming you on our journey as we work to transform mental health care.

George Goldsmith
Chairman and Chief Executive Officer

Ekaterina Malievskaia
Chief Innovation Officer

Lars Wilde
President and Chief Business Officer

BUSINESS

Overview

We are a mental health care company dedicated to accelerating patient access to evidence-based innovation in mental health. We are motivated by the need to find better ways to help and empower people suffering with mental health challenges who are not helped by existing therapies, and are pioneering the development of a new model of psilocybin therapy, in which psilocybin is administered in conjunction with psychological support. Our initial focus is on treatment-resistant depression, or TRD, a subset of major depressive disorder, or MDD, comprising patients who are inadequately served by the current treatment paradigm. Early signals from academic studies, using formulations of psilocybin not developed by us, have shown that psilocybin therapy may have the potential to improve outcomes for patients suffering with TRD, with rapid reductions in depression symptoms and effects lasting up to six months, after administration of a single high dose. We have developed a proprietary, high-purity polymorphic crystalline formulation of psilocybin, COMP360. In 2019, we completed a Phase I clinical trial administering COMP360, along with psychological support, to 89 healthy volunteers, the largest randomized, controlled trial with psilocybin therapy to date. In this trial, we observed that COMP360 was generally well-tolerated and supported continued progression of Phase IIb studies. We are currently evaluating COMP360 in conjunction with psychological support in a Phase IIb trial and we plan to report data from this trial in late 2021. We believe that a single dose of our COMP360 monotherapy with psychological support from specially trained therapists could offer a new approach to depression care.

Globally, more than 320 million people suffer with MDD. The economic burden of MDD in the United States, accounting for comorbid physical and psychiatric conditions, is estimated to be over \$200 billion per year. TRD, a condition affecting the approximately 100 million patients worldwide who are not helped after two or more existing depression treatments, has even greater economic and societal cost than non-TRD MDD. TRD patients are often unable to perform daily tasks, are more likely to receive disability or welfare benefits and more frequently have co-occurring conditions compared with non-TRD MDD patients. Direct medical costs for TRD patients are estimated to be two to three times higher than for non-TRD MDD patients, caused by, among other factors, increased rates of hospitalization and longer average hospital stays. In addition, there is approximately a seven-fold increase in suicide rate for TRD patients compared with non-TRD MDD patients.

Patients suffering with depression are treated through a variety of approaches, each of which can have significant shortcomings in certain subsets of patients. Most pharmacotherapies for depression employ the same mechanism of action, targeting the modulation of the brain's neurotransmitter monoamine levels, and have exhibited limited efficacy in a significant portion of patients and can result in high relapse rates. There are only two pharmacotherapies specifically approved for TRD in the U.S.: esketamine, and a combination of olanzapine (an atypical antipsychotic) and fluoxetine (a selective serotonergic reuptake inhibitor). Esketamine was recently approved by the U.S. Food and Drug Administration, or FDA. Mixed efficacy and limited durability were observed in clinical trials as well as potential side effects, including dissociation and cognitive impairment. The olanzapine-fluoxetine combination has also shown mixed efficacy and can commonly lead to side effects such as dizziness, drowsiness and weight gain. In addition to pharmacotherapies, various forms of somatic intervention are also used, although these treatments tend to be invasive and/or onerous, and there are limited data supporting their long-term benefit. Psychotherapy is another common treatment approach, but it requires a significant time commitment and is subject to large variability in availability and administration. Despite the range of treatments and therapies available for depression, patients suffering with TRD continue to be underserved, prolonging a significant health, social and economic burden. We believe patients suffering with TRD need a paradigm-shifting treatment that can deliver rapid and sustained relief of their depression.

Psilocybin is considered a serotonergic hallucinogen and is an active ingredient in some species of mushrooms. While classified as a Schedule I drug, there is an accumulating body of evidence that

psilocybin may have beneficial effects on depression and other mental health conditions. Therefore, the FDA and the U.S. Drug Enforcement Administration, or DEA, have permitted the use of psilocybin in clinical studies for the treatment of a range of psychiatric conditions. In 2018, we received Breakthrough Therapy designation from the FDA for COMP360 for the treatment of TRD.

We believe that our investigational COMP360 psilocybin therapy may confer beneficial effects in depression and other mental health conditions through COMP360's mechanism of action on the central nervous system, or CNS. By activating the 5-hydroxytryptamine (serotonin) 2A, or 5-HT_{2A}, receptor, psilocybin and its active metabolite psilocin induce a range of downstream effects that may cause important, sustained changes in brain function. These effects include altered extracellular release of serotonin and dopamine, changes in brain network connectivity, and increased levels of neuroplasticity, whereby the nervous system is able to reorganize its structure, function, and connections, all of which we believe contribute to our psilocybin therapy's potential to generate rapid-onset and sustained positive mood effects.

The potential of psilocybin therapy in mental health conditions has been demonstrated in a number of academic-sponsored studies over the last decade. In these early studies, it was observed that psilocybin therapy provided rapid reductions in depression symptoms after a single high dose, with antidepressant effects lasting for up to at least six months for a number of patients. These studies assessed symptoms related to depression and anxiety through a number of widely used and validated scales. The data generated by these studies suggest that psilocybin is generally well-tolerated and has the potential to treat depression when administered with psychological support.

COMP360 is our proprietary psilocybin formulation that includes our pharmaceutical-grade polymorphic crystalline psilocybin, optimized for stability and purity. Our investigational COMP360 psilocybin therapy comprises administration of our COMP360 with psychological support from specially trained therapists with specific professional and educational qualifications. We believe this support, or therapy, is as important to the psilocybin therapy as the psilocybin itself. The psilocybin administration session lasts approximately six to eight hours, with patients supported by therapists in a non-directive manner. Psilocybin administration sessions are preceded by preparation sessions, in which patients are given a thorough orientation, and followed by integration sessions to help patients process the range of emotional and physical experiences facilitated by COMP360 administration.

In 2019, we completed a Phase I trial in 89 healthy volunteers, the largest controlled trial of psilocybin to date, with our investigational COMP360 psilocybin therapy. In this trial, we observed that COMP360 was generally well-tolerated and supported continued progression of Phase IIb studies. The trial also showed the feasibility of simultaneous administration of COMP360 to up to six people in the same facility, with 1:1 therapist support, which we believe will accelerate future clinical trials and commercial scale-up upon potential regulatory approval. In August 2020, the FDA approved our request for a 1:1 model of therapist support and we intend to use this model in future clinical trials. We previously conducted a series of *in vitro* and *in vivo* toxicology studies, including tests for genotoxicity and cardiotoxicity. We are now undertaking an additional series of safety pharmacology and toxicity studies, to be completed prior to commencement of our anticipated Phase III program.

We are currently conducting a randomized controlled Phase IIb clinical trial in 216 patients suffering with TRD, in 20 sites across North America and Europe. This dose-finding trial is investigating the safety and efficacy of COMP360 combined with psychological support, for the treatment of TRD, and aims to determine the optimal dose of COMP360, with three doses (1mg, 10mg, 25mg) being explored. The primary endpoint of this clinical trial is to evaluate the efficacy of COMP360, as assessed by the change in the Montgomery-Åsberg depression rating scale, or MADRS, a widely accepted scale for depression that has been used as a primary endpoint in pivotal trials of other depression treatments. This trial has been designed to capture a statistically significant reduction in MADRS. We plan to report data from this trial in late 2021. We are using digital technology in this trial, including an online portal to help patients prepare for their psilocybin experience, and a web-based "shared knowledge" interactive platform to

complement therapist training. We are also collecting digital phenotyping information through the measurement of human-smartphone interactions. After the trial, these data will be compared with information collected from validated psychiatric scales, such as MADRS, to develop potential digital applications to help anticipate relapse of depression. In the future we plan to expand our research into additional digital technologies to complement and augment our therapies.

The need for innovation in mental health care is significant, given that the current paradigm is ineffective for millions of people. Our vision is a world of mental wellbeing – a world in which mental health isn't simply the absence of mental illness, but the ability to flourish. We want to help reduce the stigma surrounding mental health, to acknowledge that “everyone has a story,” and to create a system of care for all who are not helped by the existing system and existing therapies.

OUR STRATEGY

Our mission is to accelerate patient access to evidence-based innovation in mental health. Key elements of our strategy to achieve this include:

- **Advance our investigational COMP360 psilocybin therapy for the treatment of TRD, including initiating additional and larger clinical trials.** We are conducting a randomized controlled Phase IIb clinical trial in 216 TRD patients. We plan to report data from this trial in late 2021, and if successful, we intend to follow with a Phase III registrational program.
- **Expand our investigational COMP360 psilocybin therapy into new indications and explore other compounds and therapies to address areas of unmet need.** We believe that our investigational COMP360 psilocybin therapy may confer beneficial effects in other mental health and neurological conditions. We are generating preclinical and clinical data to further our mechanistic understanding and explore the potential benefits of our psilocybin therapy in other indications. We are performing some of these studies ourselves and some through collaborations with academic institutions. The outcomes of these studies will inform which indications we may pursue. In addition, we intend to develop and evaluate other compounds and therapies that might be effective in the treatment of mental health conditions.
- **Maximize the reach and value of our investigational COMP360 psilocybin therapy by creating a new model for mental health care.** We retain global development and commercialization rights for our investigational COMP360 psilocybin therapy and are developing a commercial rollout plan, working with payors to enable reimbursement and with health systems to enable broad patient access. We plan to set up research facilities and innovation labs, which we refer to as Centers of Excellence, in key markets. Through these, we intend to gather evidence to optimize our therapy model, training and certification of therapists, and prototype digital technology solutions to improve patient experience and outcomes. In 2020, we plan to launch our first Center of Excellence in the United States. We believe this will give us a firm foundation from which to grow and develop potential new models as we seek to expand access to our investigational COMP360 psilocybin therapy, if approved.
- **Use digital technology to improve access to and impact of our investigational COMP360 psilocybin therapy.** We are exploring ways to use digital technology to make our therapeutic model more scalable, and to improve patient experience and outcomes. We plan to build upon the technologies we currently use in our Phase IIb clinical trial, which include a patient portal to help patients prepare for their experience, and a web-based “shared knowledge” interactive platform to complement our face-to-face and clinical therapist training. In our Phase IIb trial, we are collecting patient data in a remote setting using mobile technologies and using a third-party technology that tracks human-smartphone interactions. After the trial, this data will be compared with information collected from validated psychiatric scales, such as MADRS, to develop potential digital applications to help detect early signs of post-treatment relapse. We plan to collaborate with other digital

companies to research, develop and ultimately commercialize proprietary digital technology solutions that have the potential to complement and augment our investigational COMP360 psilocybin therapy. We believe this may enable us to offer a personalized, preventative and predictive care model.

Our Market Opportunity


We are developing our investigational COMP360 psilocybin therapy for the treatment of a range of mental health conditions, with an initial focus on TRD. There is a large unmet need for new therapies to improve the response rate and durability of response for patients suffering with TRD. We believe our investigational COMP360 psilocybin therapy, if successfully developed and approved, represents a promising therapeutic option for TRD, as well as potentially for other mental health and neurological conditions.

MDD and TRD Prevalence

MDD is a condition characterized by a persistent feeling of sadness and heightened negative emotions. It is considered a unipolar condition, suggesting a distinction between MDD and bipolar depression, the latter of which is often associated with an emotional state fluctuating between depression and hypomania or mania. MDD is a chronic, relapsing, recurring and serious mental health condition associated with high mortality rates, morbidity and diminished quality of life. The World Health Organization, or WHO, estimates that more than 320 million people worldwide are suffering with MDD and that MDD currently accounts for an average of 7.5% of years of life lost due to disability globally, as defined by disability-adjusted life years, or DALYs, or the sum of years of healthy life lost to either mortality or non-fatal illness or impairment.

Due to the limitations of existing treatments, nearly one-third of those suffering with MDD are not adequately helped after two or more existing depression treatments. This condition is referred to as TRD. We estimate the TRD population to be approximately 100 million people globally, based on the most recently available data in 2010. To date, only two pharmacotherapies have been approved specifically for the treatment of TRD in the U.S.

The following table indicates the worldwide estimated patient populations suffering with new onset MDD, persistent MDD and TRD, and the primary treatment options available.

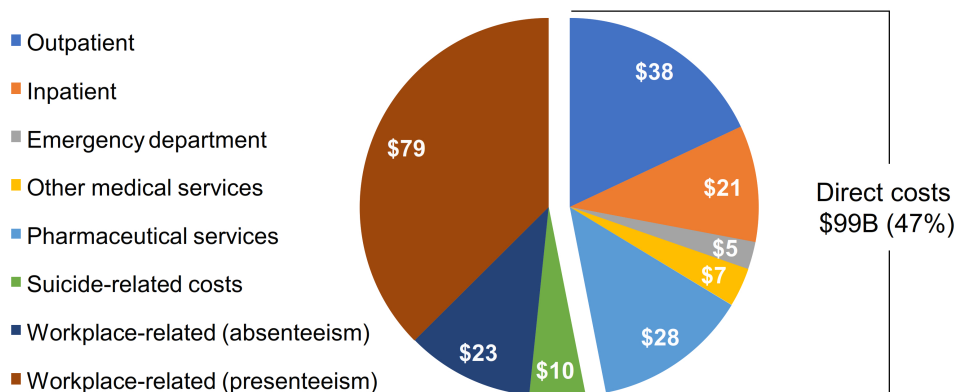
Treatment pathway stage	New onset depression Major depressive disorder (MDD)	Persistent depression Major depressive disorder (MDD)	Treatment-resistant depression (TRD)
Line of therapy	First line	Second line	Third line + 
Patients (Worldwide)	320 million	200 million	100 million (~33% of total)
Available treatments	<ul style="list-style-type: none">AntidepressantsPsychological interventions eg, CBT*	<ul style="list-style-type: none">AntidepressantsAntidepressant combinationsPsychological interventions	<ul style="list-style-type: none">AntidepressantsAugmentation therapy (antidepressants, mood stabilizers, anticonvulsants, atypical antipsychotics, esketamine)KetamineSomatic therapy (rTMS*, tDCS*, ECT*, DBS*)High-intensity psychological interventions
% relapse	60-70%	50-75%	80-90%

* CBT = cognitive behavioral therapy; rTMS = repetitive transcranial magnetic stimulation; tDCS=transcranial direct current stimulation; ECT=electroconvulsive therapy; DBS=deep brain stimulation

Economic and Societal Burden

The economic burden of MDD in the United States, accounting for comorbid physical and psychiatric conditions, is estimated to be over \$200 billion per year as of 2010. Approximately 47% of this figure is attributable to direct costs including outpatient, inpatient, emergency, medical and pharmaceutical cost, while the rest is attributable to indirect costs, including loss of productivity, absenteeism and suicide. Between 2005 and 2010, the economic burden of MDD rose by \$37.3 billion, an increase of 21.5%. A large proportion of this increase can be attributed to direct costs such as outpatient and inpatient medical services, with an increase of 27.5% from \$77.5 billion in 2005 to \$98.9 billion in 2010. This figure demonstrates that the economic burden of MDD is large and we believe it is likely to continue to grow over time.

**Economic Burden of Individuals with MDD
(U.S., 2010) in \$B
Total = \$211B**



TRD has a greater economic and societal cost than non-TRD MDD. TRD patients are often unable to perform daily tasks, are less productive at work and have higher rates of unemployment. They are also more likely to receive disability or welfare benefits than non-TRD MDD patients. Employees suffering with TRD have higher rates of workplace absenteeism compared with those without a mental health condition. In addition, co-occurring conditions, such as hypertension, anemia and diabetes, are more common in TRD patients versus non-TRD MDD patients.

Direct medical costs for TRD patients are estimated to be two to three times higher than for non-TRD MDD patients. An analysis from commercial claims and Medicare/Medicaid data in the United States points to average annual healthcare costs of between \$17,000 and \$25,000 per TRD patient per year. This compares with less than \$10,000 per year for non-TRD MDD patients. TRD patients have higher prescriptions costs, more doctor visits and increased rates of hospitalization. TRD patients also have, on average, twice the number of inpatient visits compared with non-TRD MDD patients and, on average, their hospital stay is approximately 36% longer.

Every year, approximately 800,000 people die from suicide globally. For each adult suicide death, estimates suggest there may have been more than 20 other attempts. There is approximately a seven-fold increase in the suicide rate for TRD patients compared with non-TRD MDD patients. Research conducted in 2018 suggests that the proportion of patients suffering with TRD attempting suicide at least once during their lifetime could be as high as 30%.

Existing Therapies for Depression

Because depression has biological, social, psychological, environmental, genetic, and stress-related determinants, many of which co-occur, treatment options are wide-ranging and often combined. Current pharmacological and non-pharmacological treatments, such as antidepressants and psychotherapy, respectively, are well-established and efficacious for a subset of MDD patients. However, many patients experience relapses. Clinicians lack high-quality evidence and often rely on a trial and error approach, course correcting as patients experience these relapses or difficult side effects. Experts are beginning to recommend a shift to more multi-modal treatments where different types of therapy are delivered concomitantly (i.e., a mix of pharmacotherapy, psychological/behavioral, and device interventions).

Patients suffering with TRD are treated through a variety of approaches, each of which is associated with significant shortcomings. Consequently, there remains a need for a fast-acting, tolerable treatment that provides a durable response. Despite the condition's largely heterogeneous nature, most pharmacotherapies for depression use the same mechanism of action, targeting the modulation of the brain's neurotransmitter monoamine levels. As evidenced by the low response and high relapse rates, these treatments are not effective for a large number of patients. Various forms of somatic intervention are also used, although there is limited data supporting their long-term benefit. Esketamine, a newly approved TRD therapy, demonstrated mixed efficacy in its pivotal clinical trials, with rapid relapse rates even with adjunctive antidepressants and protracted withdrawal reactions. We believe currently available options do not adequately meet the needs of patients suffering with TRD and there is a significant need for a new therapeutic approach.

The following table includes representative ranges and approximate costs for existing treatments of depression as well as their methods of delivery.

Therapy	Route	Frequency and duration	Strategy	Reimbursement ¹	Approximate annual cost per patient ²
Antidepressants: SSRI/SNRI*	Oral	1/day, chronic	Mono/ Adjunctive therapy	Broad	\$500 - 900
Atypical antipsychotics	Oral	1/day - chronic	Adjunctive therapy	Broad	\$3,000 - 9,000 ³
CBT	Face-to-face or online	10-20 sessions, 3-4 months	Mono/ Adjunctive therapy	Broad	Averaging \$1,000
Esketamine	Intranasal	Up to 56 sessions/year, under supervision of a healthcare professional	Adjunctive therapy	Limited	\$33,000 - 49,000
Ketamine	Intravenous	Up to 9 injections	Adjunctive therapy	No	\$2,500 - 5,000
rTMS	Magnetic brain stimulation without anesthesia	5 sessions/ week, 4-5 weeks	Mono/Adjunctive therapy	Limited	\$6,000 - 12,000
ECT	Electric brain stimulation under anesthesia	3 sessions/ week, 4+ weeks	Mono/Adjunctive therapy	Limited	\$5,000 - 15,000
VNS	Electric pulses sent to the brain	Duration varies from patient to patient – stimulator must first be implanted and given at a starting low dose every 5 minutes from day to night	Mono/Adjunctive therapy	Limited	\$40,000 - 45,000 for surgical implementation (excluding costs of post-operative device adjustments)
DBS	Electrical impulses to the brain through implanted electrodes	3-6 hour operations; follow up visits	Mono/Adjunctive therapy	Limited	\$200,000 - 250,000 for surgical implementation (excluding costs of battery replacements required every 12-24 months costing ~\$95,000 for hardware replacement and surgery)

Key: orange: established common pharmacotherapies for depression; blue: common psychotherapy for depression; grey: novel pharmacotherapies for depression; green: somatic therapies for depression

* SSRI = selective serotonergic reuptake inhibitor; SNRI =serotonergic norepinephrine reuptake inhibitor

1 Government reimbursement or private insurance coverage; 2. Assumes one treatment course over the year, direct treatment cost only (not total healthcare costs); 3. Based on a year of treatment, 150mg/day, augmentation with fluoxetine for U.S. or citalopram for UK

Pharmacotherapies

There are five main categories of antidepressants available on the market. These are selective serotonergic reuptake inhibitors, or SSRIs, and serotonergic norepinephrine reuptake inhibitors, or SNRIs, atypical antidepressants, monoamine oxidase inhibitors, or MAOIs, and tricyclic antidepressants, or TCAs. These are frequently used in first- and second-line treatment of depression and can also be used after this point. Studies have shown that approximately 50% of patients are not helped by their initial antidepressant treatment. This figure rises to as high as 70% for subsequent treatments.

Currently approved antidepressants have significant limitations, including delayed onset of action, poor therapy adherence rates and various side effects. The onset of action for the most commonly used antidepressants is typically between two and three weeks. Adherence levels are relatively low, with approximately 50% of individuals in primary and psychiatric care not adhering to their prescribed antidepressant medication.

There is limited evidence to effectively guide clinical decisions following non-response or partial response to first-line antidepressant medications. Recommended treatment approaches include optimizing the current antidepressant dose or switching to an antidepressant in the same or different class. Partial response or lack of response thereafter is recommended to be addressed by combining antidepressants from different pharmacological classes, or augmenting with an alternative medication, primarily with atypical antipsychotics, but also mood stabilizers, anticonvulsants, thyroid hormones and stimulants, and N-methyl-D-aspartate, or NMDA, antagonists.

Antipsychotics, such as olanzapine, quetiapine and aripiprazole are typically used as adjunctive therapies when there is a lack of notable efficacy with an antidepressant. There is an approved combination of olanzapine and fluoxetine (an SSRI) for TRD. However, using antidepressants and antipsychotics together can have serious side effects, such as weight gain, other metabolic complications, sedation, extrapyramidal side effects (movement disorders), and QTc prolongation, which means the ventricles of the heart take longer than usual to recharge between beats.

Psychotherapies (Including Cognitive Behavioral Therapy, or CBT)

Psychotherapy is a form of talk therapy often recommended as first-line treatment in mild depression and often used as adjunctive therapy for MDD patients. Two frequently used psychotherapies for depression are CBT and interpersonal therapy, or IPT. CBT focuses on changing negative thought and behavior patterns. IPT also looks at negative thoughts and behaviors, but only as they apply to interpersonal relationships and social functioning. The incremental efficacy of psychotherapy in more severe cases and in later lines of treatment remains questionable. Psychotherapeutic approaches can be effective for many individuals but require a significant time commitment from patients and are subject to variability in their availability and delivery.

Esketamine/Ketamine

Ketamine is an NMDA receptor antagonist that has been used for several decades in sedation, anesthesia and chronic pain. The S-enantiomer of ketamine, esketamine, is administered intranasally as a spray and has recently been approved by the FDA to treat TRD. There are mixed efficacy results associated with the use of esketamine. Ketamine and esketamine require multiple administration sessions and are associated with a high abuse potential. Esketamine treatments typically need to be frequently administered, in a controlled environment under medical supervision. This frequency makes administration costly for payors and burdensome for patients, resulting in limited clinical adoption and patient access.

Somatic Therapies

Patients who suffer with severe TRD and have tried several courses of antidepressants are often treated with resource-intensive somatic therapies like electroconvulsive therapy, or ECT, repetitive transcranial magnetic stimulation, or rTMS, vagal nerve stimulation, or VNS, and deep brain stimulation, or DBS. These therapies are generally administered in inpatient settings. Somatic and device-related interventions like ECT and VNS are associated with significant adverse reactions and interventional concerns, such as use of general anesthesia and memory loss in the case of ECT, and surgical intervention and infection risk with VNS implantation. Limitations of rTMS include inadvertent seizures, pain, face twitching and application discomfort. Similarly, DBS has the potential to cause pain and seizures as well as a high risk of infection due to the invasiveness of the surgical procedure. These treatments are typically reserved for patients who have not been helped by other treatments, and are characterized as high-cost treatment options with reimbursement limited for a subset of these therapies.

Despite the range of treatments and therapies available for MDD, patients suffering with TRD continue to be underserved, prolonging a significant health, social and economic burden. We believe patients suffering with TRD need a paradigm-shifting treatment that can deliver rapid and sustained relief of their depression.

Based on early signals from psilocybin therapy studies (not involving the use of COMP360), which showed a rapid reduction in depression symptoms and effects lasting up to six months for some patients following administration of a single high dose, we believe psilocybin therapy has the potential to transform the current paradigm for TRD and other mental health and neurological conditions.

Psilocybin Therapy

History of Psilocybin Usage

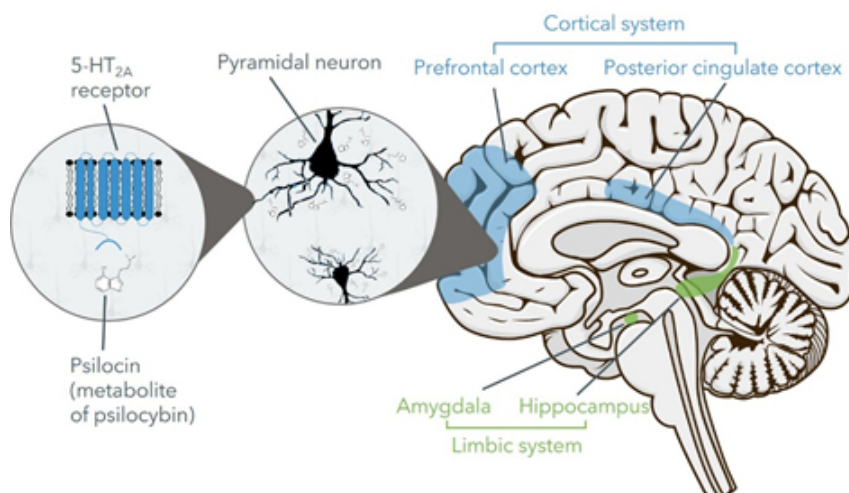
Psychedelics are a class of psychoactive drugs that act primarily through an agonist action on neurotransmitter receptors and cause psychological, visual and auditory changes, as well as an altered state of consciousness. Prior to psychedelics being classified as Schedule I drugs in the early 1970s, clinical research in psychedelics was widespread, with more than 40,000 patients suffering with mental health conditions participating in clinical studies and case reports. Accumulating evidence suggests that many psychedelic drugs may have psychopharmacological effects on the brain, including increasing the number, density and connections of neurons. This body of evidence has driven a resurgence of interest in the evaluation of psychedelic drugs for therapeutic use to treat a range of mental health conditions. Two major academic centers, Imperial College London and Johns Hopkins University, have established dedicated psychedelic research laboratories in the last 18 months.

Psilocybin is considered a serotonergic hallucinogen, along with other tryptamines such as dimethyltryptamine, or DMT, ergolines such as lysergic acid diethylamide, or LSD, and phenethylamines such as mescaline. It is an active ingredient in some species of mushrooms and was first isolated from psilocybe mushrooms by Dr. Hofmann and synthesized in the late 1950s. While classified as a Schedule I drug, the FDA and DEA began permitting the use of psilocybin in clinical studies for the treatment of a range of psychiatric conditions in the 1990s. Psilocybin has been researched as a potential treatment for a range of CNS diseases for over 60 years.

Mechanism of Action

There is an accumulating body of evidence that psilocybin may have beneficial effects on depression and other mental health conditions. We believe the benefits of psilocybin are largely derived from its mechanism of action. As shown in the graphic below, by activating a distinct set of receptors in brain areas critical to mood and cognition, psilocybin acts to induce a range of downstream effects that may have important, sustained effects on brain function. In this way, evidence of the molecular, cellular, and

systemic effects of psilocybin in the CNS supports the potential for psilocybin in the treatment of mental health conditions.



1. Stimulation of 5-HT_{2A} receptors results in downstream cascades via G-protein signaling.
2. Altered extracellular release of dopamine leads to enhanced positive mood.
3. Down-regulation of the default mode network, or DMN, and de-synchronization of cortical activity as well as the emergence of new patterns of functional connectivity across the brain.
4. Sustained cellular changes leading to neuroplasticity and "window of opportunity" for therapy.

Molecular Effects of Psilocybin: Partial Agonism of Serotonin Receptors

At the molecular level, psilocybin is rapidly metabolized to its active metabolite psilocin, which is a partial agonist at several 5-hydroxytryptamine (serotonin) 2A, or 5-HT, receptors, also known as serotonin receptors, including 5-HT_{2A}, 2C, and 1A receptors. This means that psilocin binds to and activates these receptors, all of which are expressed in neurons in different areas of the CNS. In particular, many of the prominent acute effects of psilocybin, such as changes in emotion and cognition, are thought to be mediated by 5-HT_{2A} receptor stimulation, an interpretation that is supported by the fact that blocking the 5-HT_{2A} receptor prevents the psychedelic effects of psilocybin in humans. This mechanism of 5-HT_{2A} receptor stimulation is also implicated as a possible component of the antidepressant action of SSRIs, although these operate by inhibiting reuptake of serotonin by presynaptic neurons. In contrast, psilocin is believed to initiate an antidepressant effect by directly activating this receptor. The relevance of 5-HT_{2A} receptors in modulating depressive symptoms may also be supported by the fact that these receptors are abundantly expressed in multiple areas of the brain that have important roles in regulating cognitive and emotional processing. For instance, 5-HT_{2A} receptors are predominately expressed in cortical pyramidal neurons, the most abundant type of neuron found in the human cerebral cortex, and thus may be implicated in executive function. Additionally, 5-HT_{2A} receptors are expressed in other key regions of the brain, like the hippocampus and nucleus accumbens, which are associated with crucial biological functions like memory and reward processing, respectively.

Cellular Effects: Activation of Downstream Signaling Cascades

Activation of 5-HT_{2A} receptors by agonist ligands such as psilocin can modulate a number of downstream signaling cascades to alter the structure and function of neurons, which are the primary signaling components of the CNS. The 5-HT_{2A} receptor is a G-protein coupled receptor, which means that

it predominantly relays signals through a family of proteins called G-proteins. Specifically, the main signaling cascade downstream of 5-HT_{2A} receptors occurs via the G $\alpha_{q/11}$ protein and leads to increased intracellular calcium release within the cell. In turn, this may promote neuron growth and function. However, non-canonical 5-HT_{2A} receptor signaling cascades specific to certain cell or tissue types may also exist, as there is evidence of certain downstream effects of psychedelic agonists occurring via the G $\alpha_{i/o}$ protein, which typically downregulates signaling pathways related to neurotransmitter release, for example, within neurons. This diverse range of cellular signaling cascades that may be modulated by psilocin likely underlie some of the local circuit-level effects of the drug.

Local Circuit-Level Effects: Neurotransmitter Release and Neuroplasticity

The consequences of 5-HT receptor signaling cascades as modulated by psilocin include (i) changes in activation of neurons in the brain, (ii) neuroplasticity, and (iii) alteration of neurotransmitter release. The activation of neurons, or depolarization, corresponds to positive ions flowing into these cells, which ultimately drives signal transmission and communication between neurons.

Neuroplasticity refers to the ability of the nervous system to reorganize its structure, function, and connections. This can involve the generation of new neurons, changes in neuron morphology and connectivity, and neurobiochemical changes in receptor and neurotransmitter levels. In particular, the expression of immediate early genes, or IEGs, such as Early Growth Receptor-1, or EGR-1 and Early Growth Receptor-2, or EGR-2, is induced by psilocin. IEGs are genes activated in response to external stimuli and are associated with depolarization. IEGs produce transcription factors that may cause wider changes in gene regulation and, in turn, could enable longer-term neuroplastic changes through structural and connectivity changes at the synapse. The fact that EGR-1 and EGR-2 appear to be induced specifically by psychedelic compounds suggests that these genes could be relevant to the acute and sustained effects of these drugs.

Alterations in neurotransmitter release are another local circuit-level consequence of psilocin that may be relevant to its psychoactive and mood effects. Specifically, evidence from rodent studies suggests that psilocybin may alter extracellular release of serotonin and dopamine in brain areas such as the prefrontal cortex. By virtue of the extracellular neurotransmitter release changes in certain brain areas, which have established roles in, for example, executive function, psilocybin may drive positive mood effects.

Systemic Effects: Changes in Brain Activity and Functional Connectivity

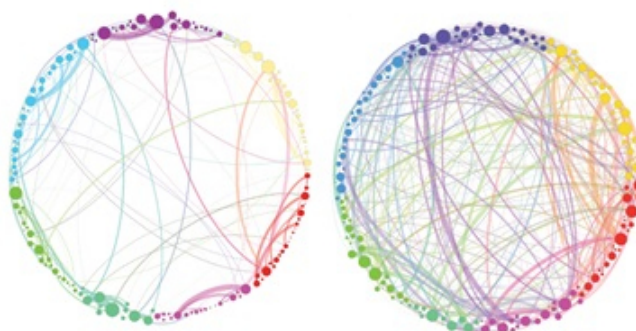
At the systemic level, psilocybin has been shown to alter the synchronicity of neuronal activation within and between different brain networks, during the psychedelic experience and afterwards. One network that has displayed altered functioning after psilocybin treatment in recent studies is the default mode network, or DMN, a network of brain areas that shows increased activation during self-referential mental activity and recollection of prior experiences and reduced activation during attention-demanding tasks. During the acute experience, psilocybin appears to temporarily reduce synchronicity of areas within the DMN, whereas connectivity between other brain areas and networks is substantially increased.

The below figure is a visualization of the acute changes in brain network connectivity when healthy volunteers were administered with placebo (left) or psilocybin (right). Lines represent connections between or within brain networks (shown as nodes), with the width of those lines representing the weight of each connection. The size of each node corresponds to the sum of its weighted connections. Colors represent communities of networks or regions that are more commonly connected to one another than networks in different communities.

Simplified Visualization of the Acute Changes in Brain Network Connectivity

Placebo

Psilocybin



Study analyzed fMRI (functional magnetic resonance imaging) data from healthy volunteers to compare resting-state functional brain connectivity after intravenous infusion of placebo and psilocybin. Adapted from Petri et al, 2014

On the day after these acute effects, individuals administered with psilocybin may exhibit increased synchronicity within the DMN, as well as changes between areas of the DMN and other brain regions. These brain network alterations may indicate the emergence of novel patterns of connectivity upon decoupling of the DMN and could lead to longer-term changes, such as altered emotional processing, that may ultimately affect behavior.

Psilocybin Academic Studies

The therapeutic potential of psilocybin in depressive and anxiety conditions has been demonstrated in a number of academic-sponsored studies over the last decade. In these studies, psilocybin, when administered in conjunction with psychological support, provided rapid reductions in depression symptoms after a single high dose, with antidepressant and anxiolytic effects occurring on the day of administration and lasting up to the six-month follow-up period for a number of participants. These studies used a range of widely used and validated scales to assess symptoms related to depression and anxiety. Some of these scales are self-reported and others are rated by clinicians.

These studies have shown psilocybin to be generally well-tolerated, with low toxicity and no serious adverse events, or SAEs, reported. The low toxicity profile of psilocybin is corroborated by early non-clinical studies that indicate that very high levels of psilocybin, in excess of 200mg/kg when administered intravenously, are required to induce toxic effects in rodents. A 2004 study estimated a lethal dose to be 6,000mg of psilocybin in an average, healthy 70kg adult, which vastly exceeds a therapeutic dose range.

Psilocybin is categorized as a Schedule I drug in the U.S. and a Class A drug in the UK, due to its abuse potential reported in the 1960s. However, despite evidence of recreational use of natural sources of psilocybin, a recent and comprehensive review used the structure of the eight factors of the U.S. Controlled Substance Act to assess the abuse potential of medically administered psilocybin. It suggested that in a medical context psilocybin does not have a high abuse potential and that there is no clear evidence for a physical dependence potential, based on animal and human data.

The totality of these data suggest that psilocybin therapy may exhibit clinical activity in patients with depression and anxiety, when administered with psychological support from specially trained therapists. The table below summarizes the key findings from academic-sponsored studies that we believe support the use of psilocybin therapy for treating mental health conditions. None of these studies used COMP360.

	University of California Los Angeles Grob et al (2011) (n=12)^(a)	New York University Ross et al (2016) (n=29)^(a)	Johns Hopkins Griffiths et al (2016) (n=51)^(a)	Imperial College London Carhart-Harris et al (2016, 2018) (n=20)^(a)	Johns Hopkins Griffiths et al (Ongoing) (n=21)^{(a)(d)}
Disorder	Anxiety related to advanced-stage cancer	Anxiety or depression related to cancer	Anxiety or depression in life-threatening cancer	TRD	MDD
Design	Double-blinded, placebo-controlled	Randomized, double-blinded, placebo-controlled	Randomized, double-blinded	Open-label	Randomized
Dose	14mg/70kg	21mg/70kg	Low (1 or 3mg/70kg) High (22 or 30mg/70kg)	10mg and subsequently 25mg	20mg/70kg (first) 30mg/70kg (second) ^(b)
Outcome measures	BDI, STAI, POMS	HADS, BDI, STAI	GRID-HAM-D, HAM-A	QIDS-SR-16	GRID-HAM-D
Safety findings	No SAEs attributed to psilocybin administration	No SAEs attributed to psilocybin administration	No SAEs attributed to psilocybin administration	No SAEs attributed to psilocybin administration; only mild and transient adverse events	No SAEs attributed to psilocybin administration
Efficacy findings	<ul style="list-style-type: none"> • BDI: 30% improvement at 1 and 6 months vs baseline and significant reduction from mild to minimal depression • POMS: Trend reduced adverse mood at week 2, returned to baseline at 6 months • STAI: Sustained decrease in trait anxiety sub-score at every time point for 6 months 	<ul style="list-style-type: none"> • Significant reductions (mild/moderate to normal/minimal) in HADS, BDI and STAI measures • ~60-80% of participants continued with clinically significant responses^(c) on depression and anxiety measures 	<ul style="list-style-type: none"> • At 5 weeks and 6 months, 92% and 79% of high-dose participants, respectively, continued to show clinically significant responses^(c) on depression and anxiety measures 	<ul style="list-style-type: none"> • QIDS-SR-16 scores showed significant improvement at all post-treatment time points • Max effect at 5 weeks with 65% response (including 20% remission) • No patients sought conventional antidepressant treatment within 5 weeks after psilocybin therapy 	<ul style="list-style-type: none"> • 62% of participants had a clinically significant response^(d) in depression scores and 39% achieved clinical remission^(d) at both 1 and 4 weeks

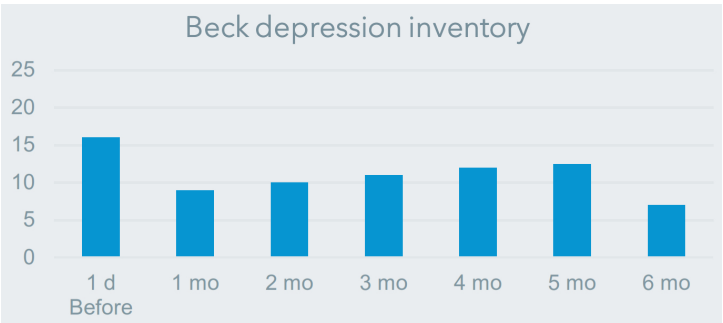
- (a) "N" numbers indicate the number of patients that completed at least one administration session. In some studies, not all administration sessions and/or follow-up measures were completed for all patients. Reasons provided for patients not completing the studies included patients becoming too ill due to cancer progression, death due to cancer, or resumption of antidepressant medications.
- (b) Some patients received the 20mg/70 kg dose again for their second dose.
- (c) As used herein, "clinically significant response" is defined as a >50% reduction in depression or anxiety scores relative to baseline. "Clinical remission" in the ongoing Griffiths et al study is defined as GRID-HAMD scores <7. Responses and remission shown for ongoing Griffiths et al study are for "Immediate treatment" group that had already received psilocybin therapy.
- (d) Data as of December 2019. Study aims to ultimately enroll 24 patients.

Abbreviations: BDI, Beck Depression Inventory; GRID-HAM-D, GRID Hamilton Depression Rating Scale; HADS, Hospital Anxiety and Depression Scale; HAM-A, Hamilton Anxiety Rating Scale; HAM-D, Hamilton Depression Rating Scale; STAI, State-Trait Anxiety Inventory; POMS, Profile of Mood States questionnaire; QIDS-SR-16, Quick Inventory of Depressive Symptomatology

University of California Los Angeles, Grob et al, 2011 - Existential Distress: Feasibility and Safety for Cancer Patients

In this 2011 study, 12 patients with anxiety related to advanced stage cancer (defined as diagnosis of acute stress disorder, generalized anxiety disorder, anxiety disorder due to cancer, or adjustment disorder with anxiety) underwent two experimental sessions spaced several weeks apart. In one session, each patient received 14mg/70kg psilocybin and in the other session each patient received a placebo control (250mg niacin), and the order in which they were administered was randomized. The BDI, POMS and STAI scoring scales were assessed one day before, one day after, and two weeks after each session. Each measure was assessed again once a month for up to six months after the final session. There was a trend showing decreased BDI scores at two weeks compared to one day before the first session. BDI scores were reduced by almost 30% at one month after the second treatment. This change was sustained and became significant at six months. The POMS indicated a trend for reduced adverse mood tone at two weeks after the first session compared to one day prior to psilocybin treatment. Although no significant changes were observed on the STAI state anxiety score, a sustained decrease that was significant at one and three-months post-treatment was evident on the STAI trait anxiety score. No SAEs were attributed to psilocybin administration.

Significant Reduction in BDI Scores at Six Months Post Treatment Compared with Baseline

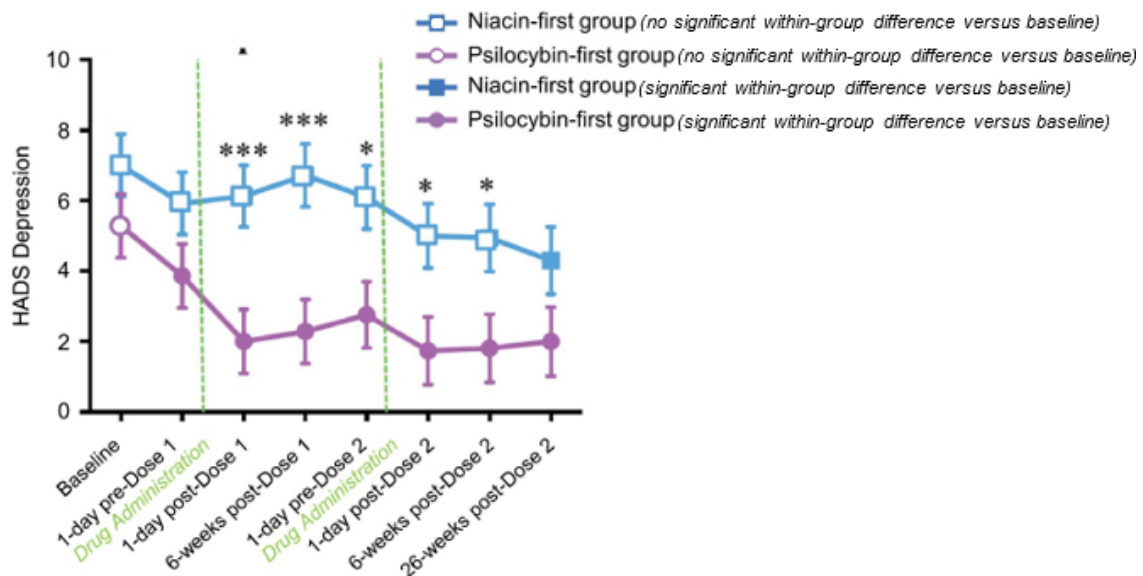


Graph displays changes in depression severity represented by Beck Depression Inventory (BDI) score between baseline and six months following second administration session. A reduction in BDI score was reported at the six month timepoint, compared to baseline. Effect sizes not reported. P-value = 0.03, calculated by performing a t-test to compare the six month score with one day before the first administration. Adapted from Grob et al 2011.

New York University, Ross et al, 2016 – Existential Distress

This 2016 study recruited 29 patients with life-threatening cancer and clinically significant anxiety or depression (defined as a primary diagnosis of acute stress disorder, generalized anxiety disorder, anxiety disorder due to cancer, or adjustment disorder with anxiety and/or depression). Patients underwent two administration sessions, one in which 21mg/70kg psilocybin was administered and one in which they received a placebo (250mg niacin). The administration sessions were spaced seven weeks apart and the order in which they were administered was randomized. Baseline measurements were collected two to four weeks prior to the first session. Statistically significant reductions in measures of anxiety and depression were observed up to 26 weeks following the second dose in patients who received psilocybin first, compared with baseline. Although no significant changes were observed in the placebo-first group prior to crossover, these patients also experienced statistically significant, sustained reductions in a majority (five out of six) of anxiety and depressions measures following psilocybin treatment. At 26 weeks following the final treatment, both groups exhibited antidepressant or anxiolytic, or reduction of anxiety, response rates of 60-80% across a variety of measures, including BDI remission and response rates as well as HADS, as demonstrated in the following graphic. No SAEs were attributed to psilocybin administration.

Statistically Significant Decrease in HADS Depression Scores at 26 Weeks Post Treatment



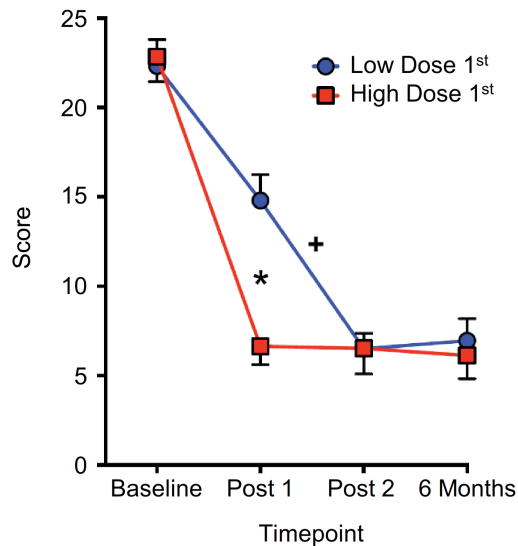
Graph illustrates changes in mean HADS Depression scores in niacin-first (blue) and psilocybin-first (purple) groups between baseline and 26-weeks after second treatment. The psilocybin-first group exhibited significant reductions in depressed symptoms compared to the placebo group after the first administration session. The niacin-first group also showed significant reductions in depressive symptoms 26 weeks after receiving psilocybin compared with baseline. * $p < 0.05$, ** $p < 0.01$, *** $p < 0.001$, calculated by performing between-group t-tests. Solid symbols indicate significant within-group differences versus baseline. Data shown as mean \pm Standard Error (SE). Adapted from Ross et al, 2016.

Johns Hopkins University, Griffiths et al, 2016 - Existential Distress

This 2016 study enrolled 51 patients with life-threatening cancer and a Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSM-IV) diagnosis that included anxiety and/or mood symptoms. The patients were randomized to receive either a low (1 or 3mg/70kg) or a high (22 or 30mg/70kg) dose of psilocybin first. At a second administration session five weeks later, patients who had received the low dose first were given a high dose, whereas the high-dose first group were given a low dose of psilocybin. In the high-dose first group, psilocybin treatment resulted in significant reductions in measures of depression and anxiety at five weeks following the first session. Of the high-dose first group, 92% showed a clinically significant response ($\geq 50\%$ reduction in GRID-HAMD depression scores relative

to baseline) at this five-week timepoint, compared with 32% of the low-dose first group. These significant changes were sustained at the six-month follow-up in both groups, with 79% of the high-dose first group and 77% of the low-dose first group continuing to show clinical response. More than two thirds of patients described psilocybin therapy as among the top five most meaningful experiences of their lives, alongside the birth of a child or the death of a parent, six months after their psilocybin therapy session. No SAEs were attributed to psilocybin administration.

Statistically Significant Reductions in Depression and Anxiety (GRID-HAMD) Sustained Six Months Post Treatment

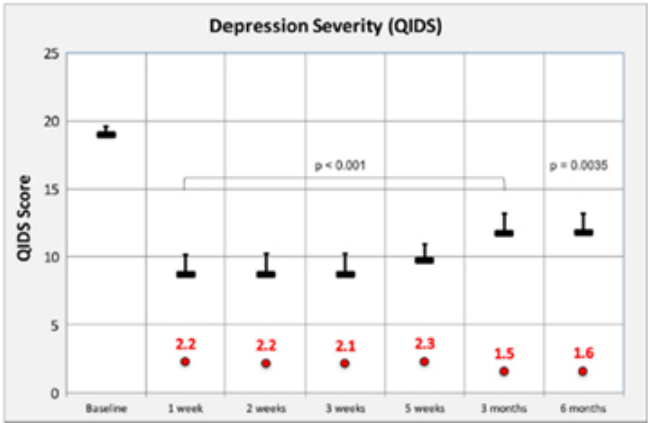


Graph displays changes in GRID-HAMD scores between baseline and six months following first treatment, in groups receiving psilocybin low dose first or psilocybin high dose first. These changes demonstrate the antidepressant effect of psilocybin in this population and supported greater efficacy for the high dose of psilocybin. * $p < 0.05$ and + $p < 0.05$, calculated using planned comparison t-tests. Asterisk indicates significant difference between the groups following session 1 (Post 1) and cross denotes significant difference between scores at Post 1 and Post 2 timepoints in the group that received the psilocybin low dose first. Data shown as mean \pm SEM. Adapted from Griffiths *et al*, 2016.

Imperial College London, Carhart-Harris *et al*, 2016, 2018 - TRD

In this study, conducted in 2016, 20 TRD patients with moderate to severe depression were dosed with 10mg psilocybin and 25mg psilocybin in two separate administration sessions that occurred one week apart. All patients received the lower dose in the first session. Among the 19 patients who completed the entire follow-up period, a statistically significant reduction in depressive symptoms was observed for up to six months, compared with baseline. The maximum effect size (on the QIDS-SR-16) was observed at five weeks post-treatment, at which point nine patients met the criteria for response ($\geq 50\%$ reduction in BDI score compared with baseline). No patients had sought conventional antidepressant treatment within five weeks of receiving the high psilocybin dose. Only mild and transient adverse events were observed and no SAEs were attributed to psilocybin administration.

Significant Reduction in Depressive Symptoms Observed up to Six Months Post Treatment

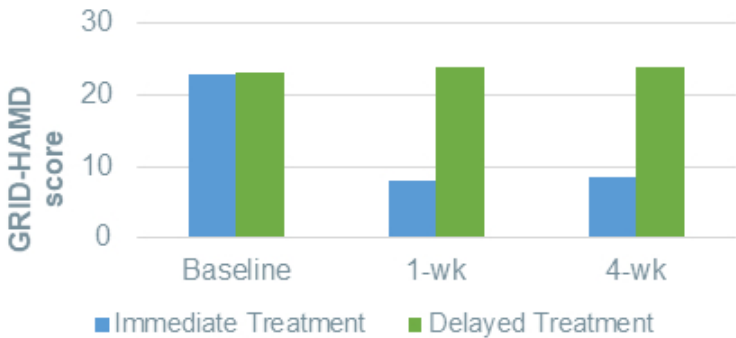


Graph shows changes in depression severity represented by QIDS score between baseline and six months after the second treatment. These changes demonstrated a significant reduction in depressive symptoms following psilocybin treatment in TRD. Effect size comparing pre- to post-treatment scores is represented by Cohen's *d* values in red. Adapted from Carhart-Harris et al 2018.

Johns Hopkins University, Griffiths et al, ongoing - MDD

Preliminary data from this study, on the first 21 patients, was reported as of December 2019. The study is intended to recruit a total of 24 MDD patients who will be randomized into two groups. One group is to receive treatment immediately following baseline measurements ("immediate treatment"), while a waitlist control group is to receive treatment eight weeks after baseline measurements ("delayed treatment"). Each patient will receive 20mg/70kg psilocybin in a first session and either 20 or 30mg/70kg psilocybin in a second administration session. A preliminary analysis of data from the first 21 patients revealed a significant difference between the two treatment groups in depressive symptoms measured using the GRID-HAMD at one and four weeks post-treatment (when the "delayed treatment" group were still awaiting their first administration session), caused by a decrease in scores of the "immediate treatment" group. In addition, at four weeks following treatment, 62% and 39% of participants in the "immediate treatment" group met the criteria for clinically significant response (>50% reduction in GRID-HAMD depression scores relative to baseline) and remission (GRID-HAMD scores <7), respectively.

Significant Reduction in Depressive Symptoms Observed up to Four Weeks Post Treatment in Immediate Treatment Group Compared with Delayed Treatment Group



Graph shows depression severity represented by GRID-HAMD score between baseline and at one and four weeks post-treatment. Effect size (Cohen's *d*): 1 week = 2.5, 4 weeks = 2.7. Graph created based on data from Griffiths et al 2019.

Our Investigational Psilocybin Therapy - COMP360

Clinical Summary

Our psilocybin therapy combines the pharmacological effects of psilocybin with psychological support from specially trained therapists who are present throughout the psilocybin administration session. We have developed a proprietary stabilized, high-purity polymorphic crystalline synthesized formulation of psilocybin, COMP360, and are investigating the effectiveness of this psilocybin therapy initially in TRD.

We are currently conducting a large-scale randomized controlled Phase IIb clinical trial of our psilocybin therapy in 216 patients suffering with TRD, in 20 sites in nine countries in North America and Europe. This dose-finding trial is investigating the safety and efficacy of COMP360 in TRD, and aims to determine the optimal dose of COMP360, with three doses (1mg, 10mg, 25mg) being explored.

In our Phase I clinical trial in 89 healthy participants, completed in 2019, we observed that COMP360 was generally well-tolerated, with no serious adverse events and no clinically-relevant negative short- or longer-term effects on cognition or emotional processing. According to analyses in this exploratory study, for the duration of the trial, there were no negative effects on cognition (measured up to four weeks from administration) based on a range of validated measures from the Cambridge Neuropsychological Test Automated Battery, or emotional processing (measured up to 12 weeks from administration), based on widely accepted clinical and academic tests.

Psilocybin Therapy Protocol

Our psilocybin therapy comprises administration of COMP360 with psychological support from specially trained therapists. Psychological support is designed to facilitate patient safety and optimal therapeutic outcomes.

Our psilocybin therapy takes place over a period of several weeks, and comprises:

- **Preparation:** The objectives of the preparation sessions are to establish a therapeutic alliance between the patient and therapist, and to demonstrate and practice the skills of self-directed inquiry and experiential processing, which we believe are critical for embracing the psychedelic experience in the psilocybin administration session. We have created an online preparation platform for patients where they can remind themselves what to expect from the experience and how to prepare for it.
- **Psilocybin administration session:** A psilocybin administration session lasts approximately six to eight hours and a therapist and assisting therapist are present throughout the session. The therapist's goal during the session is to establish psychological safety, minimizing anxiety and encouraging openness to all emerging experiences. The session takes place in a room designed to be ambient, comfortable and calming. Patients wear eyeshades to help them focus internally, lie on a bed, and listen to a carefully curated music playlist through a high-quality sound system and earphones. After the acute effects of psilocybin subside, patients are evaluated for safety and discharged.
- **Post-administration integration:** The objectives of integration sessions are to help patients process the range of emotional and physical experiences facilitated by the psilocybin session and to generate insights that can lead to cognitive and behavioral changes. We believe psilocybin therapy can give patients a sense of agency, whereby they feel separate from their symptoms and empowered to make changes in their lives.

We require our therapists to have specific professional and educational backgrounds. All therapists must be registered mental health professionals, such as mental health nurse practitioners, clinical psychologists, and psychiatrists with experience in counselling or psychotherapy. We have established a therapist training program designed by experts from the fields of psychology, psychiatry and psychedelic

therapy research, and to date have trained more than 65 therapists and assisting therapists to work at the sites conducting our Phase IIb clinical trial.

Our method of psychological support is based on our current understanding of psilocybin's potential to generate new insights and perspectives leading to reduced rigidity in thinking. This modification of thought patterns can be uncomfortable or anxiety-provoking. Therapists refrain from intervening with the patient's experience, unless required for safety reasons. Such an approach differs from some forms of psychotherapy which can be more directive and interventional.

Preclinical and Clinical Experience

Preclinical Studies

We previously conducted a series of *in vitro* and *in vivo* toxicology studies, including tests for studies evaluating genotoxicity and cardiotoxicity. The results of these studies allowed us to begin our Phase IIb clinical trial in TRD. We are currently undertaking an additional series of safety pharmacology and toxicity studies, to be completed prior to commencement of our anticipated Phase III program.

Phase I: Healthy Volunteers Trial

In 2019, we completed a Phase I clinical trial of COMP360 administered along with psychological support in healthy participants. The trial recruited 89 healthy participants, of which 41 were females and 48 were males, with an average age of 36 years. This double-blind, placebo-controlled trial was the largest randomized controlled trial of psilocybin to date, and the first to simultaneously administer psilocybin, with 1:1 support from therapists in a clinical research setting. The trial was conducted at the Institute of Psychiatry, Psychology and Neuroscience, King's College London.

Trial Design

Prior to administration, participants took part in a two-hour preparatory group session. Participants were randomized to three arms: placebo, 10mg or 25mg doses of COMP360 in a 1:1:1 ratio. COMP360 was administered orally and 1:1 psychological support was given to up to six participants simultaneously at the facility. Participants were followed up for 12 weeks following drug administration and completed safety assessments, using a range of validated measures of cognitive function and emotional processing.

Key Enrollment Criteria

Participants were males or females aged between 18 to 65 years of age. Participants with a current diagnosis or past history of schizophrenia, psychosis, bipolar disorder, delusional disorder, paranoid personality disorder, schizoaffective disorder, borderline personality disorder, major depressive disorder, panic disorder, generalized anxiety disorder, obsessive-compulsive disorder, eating disorder, or body dysmorphic disorder, were excluded. Patients with first-degree relatives with the aforementioned conditions, or a past history thereof, were also excluded. Additionally, participants were not deemed eligible if they met criteria for current, or history of, substance abuse or dependency, had taken psychiatric medications within one year of enrollment or had prior exposure to psilocybin within one year of signing the informed consent.

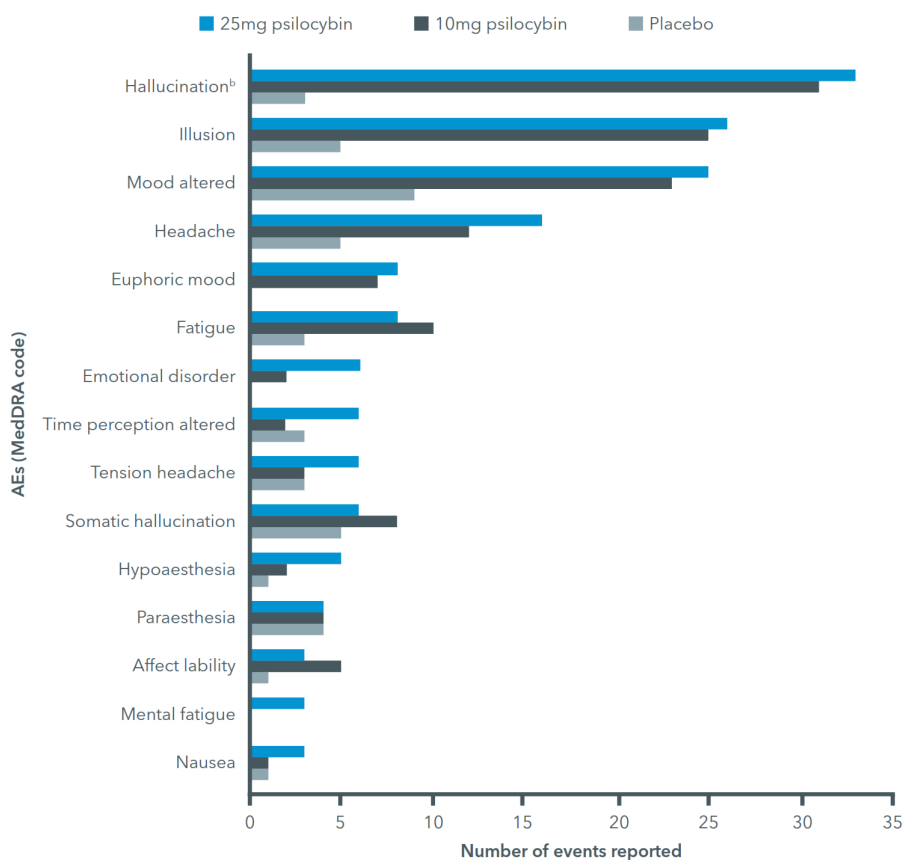
Clinical Findings

There were no SAEs reported, and no adverse events, or AEs, led to withdrawal. A total of 511 AEs were reported throughout the 12-week duration of the trial. The tables below summarize the most frequently reported AEs, including AE profile by treatment group, as well as ranking the most frequently reported AEs based on the 25mg psilocybin arm, by group:

	Placebo (n=29)	10mg COMP360 (n=30)	25mg COMP360 (n=30)
Total number of treatment-emergent AEs reported	91	203	217
Total number of treatment-emergent AEs reported deemed to be related or possibly related to study treatment	77	188	208

Number of treatment-emergent adverse events (AEs) reported by treatment group in our health volunteers trial.

Most Frequently Reported AEs (MedDRA Code)^a in our Phase I healthy volunteers trial

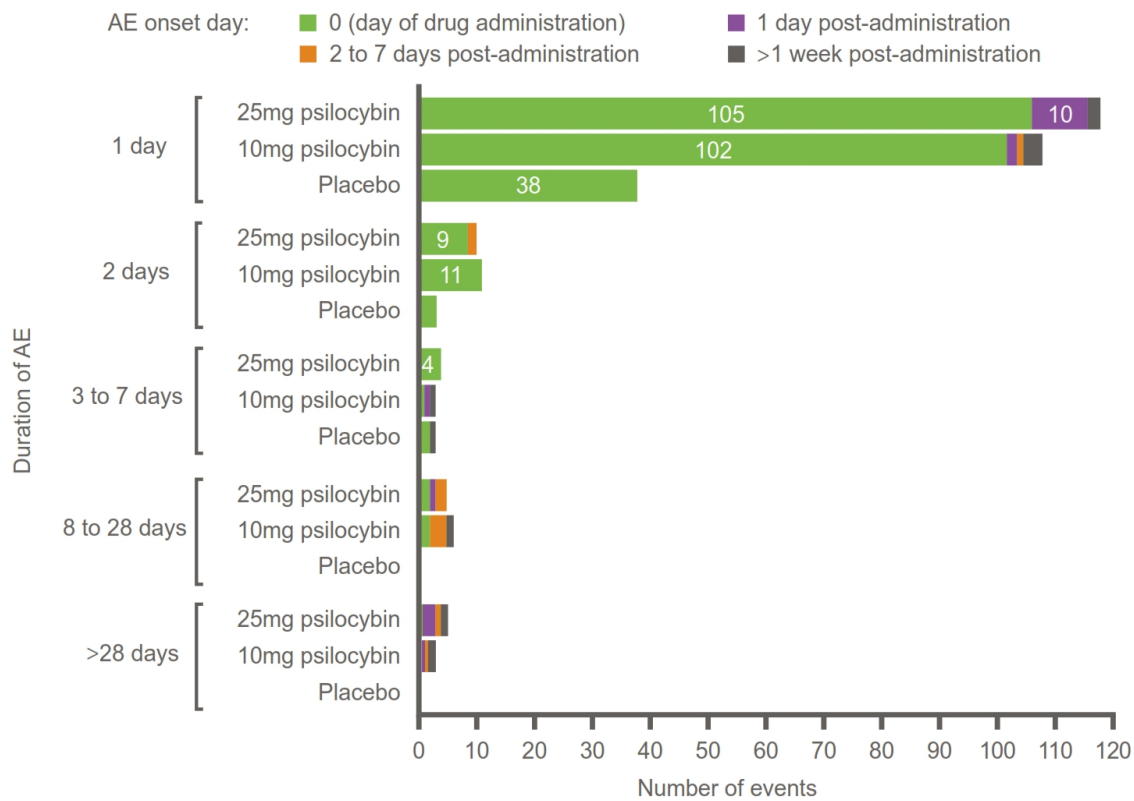


^a Ranked by incidence in the 25mg psilocybin group

^b Includes auditory, gustatory, olfactory, tactile, and visual hallucinations

AE, adverse event; MedDRA, Medical Dictionary for Regulatory Activities

COMP360 induced expected psychedelic experiences that generally resolved on the day of administration. In previous third-party studies, these have been found to correlate with therapeutic effect. Of all AEs, 68% reported as starting and resolving on the day of administration. The median duration of AEs in all treatment arms across the 12-week trial was one day.



Above Figure: Most frequent AEs: onset and duration by treatment arm in our healthy volunteers trial.

There were 57 AEs reported of “mood altered,” of which only two related to negative alterations in mood. One of these was in the placebo arm (“negative mood,” which started and resolved on Day 0) and one in the 10 mg psilocybin arm (“feeling moody or sensitive,” which started on Day 2 and resolved eight days later).

	25mg COMP360 (n=30)	10mg COMP360 (n=30)	Placebo (n=29)
Any “mood altered” AE	15 (50.0)	13 (43.3)	6 (20.7)
Introspection	7 (23.3)	5 (16.7)	1 (3.4)
Reflections	3 (10.0)	2 (6.7)	2 (6.9)
Increased empathy	2 (6.7)	3 (10.0)	0
Sense of oneness	1 (3.3)	4 (13.3)	0
Introspection/reflection	1 (3.3)	1 (3.3)	1 (3.4)
Laughter	1 (3.3)	1 (3.3)	0
New perspective	1 (3.3)	1 (3.3)	0
Awareness of importance of considering others	1 (3.3)	0	0
Clarity of thought	1 (3.3)	0	0
Contemplative state	1 (3.3)	0	1 (3.4)
Increased compassion	1 (3.3)	0	0
Increased creativity	1 (3.3)	0	0
Increased sense of connectedness	1 (3.3)	0	0
More socially upbeat	1 (3.3)	0	0
Reflections and new perspectives	1 (3.3)	0	0
Sense of oneness and connectedness	1 (3.3)	0	0
Being less judgmental	0	1 (3.3)	0
Feeling more moody/sensitive	0	1 (3.3)	0
Feeling rested	0	1 (3.3)	0
Increased wit	0	1 (3.3)	0
Reflections and new perspectives on relationships and society	0	1 (3.3)	0
Sense of oneness	0	1 (3.3)	0
Calm	0	0	1 (3.4)
Feeling of adrenaline release	0	0	1 (3.4)
Negative mood	0	0	1 (3.4)
Unusual appreciation of music	0	0	1 (3.4)

Above Table: Reported “mood altered” AEs ranked by incidence in the 25mg psilocybin group in our healthy volunteers trial.

“Mood altered” AEs were grouped into this MedDRA preferred term post hoc, while retaining the non-MedDRA AE description originally reported by the participant/investigator.

Participants completed a range of assessments of cognitive function and emotional processing. These included a range of validated measures of cognition from the Cambridge Neuropsychological Test Automated Battery, or CANTAB, including, amongst others, tasks of spatial working memory, rapid visual information processing and paired associates learning. Small differences in cognitive outcomes were seen between the groups, but no negative trends were identified.

Assessments of emotional processing included, amongst others, tasks of social cognition such as the Pictorial Empathy Test, the Reading the Mind in the Eyes Test, the Scale of Social Responsibility, the Social Value Orientation, and the Toronto Empathy Questionnaire. There were no consistent negative trends in emotional processing outcomes to suggest that either psilocybin dose had short- or longer-term effects on these indicators.

According to analyses, we found no negative trends on cognition or emotional processing.

Conclusions

This trial suggests that COMP360 was generally well-tolerated in healthy volunteers. There were no SAEs and analyses assessing cognitive and emotional functions showed no clinically-relevant negative short- or longer term effects on cognition or emotional processing of COMP360. The trial also showed the feasibility of simultaneous administration of COMP360 to up to six people in the same facility, with 1:1 therapist support, which we believe will accelerate future clinical trials and commercial scale-up.

Phase IIb Ongoing Trial of Our Psilocybin Therapy in TRD

We have an ongoing Phase IIb international multisite, randomized, double-blind, dose-ranging clinical trial to assess the safety and efficacy of active doses of COMP360 (10mg or 25mg) compared with 1mg COMP360, administered with psychological support, in patients suffering with TRD. We currently have 20 trial sites in nine countries in North America and Europe.

Trial Design

Patients who are on serotonergic medications are expected to taper off their medicine at least two weeks prior to the baseline (Day -1) visit. Prior to administration, patients receive at least one, and up to three, preparatory sessions with an assigned therapist, in order to be informed and prepared for the psilocybin session. During the psilocybin session, a single dose of COMP360 is administered to patients. The objective is to provide a safe and supportive environment during the session. Patients receive post-administration integration sessions with their therapists in which the psychedelic experience is discussed. Patients are followed up for 12 weeks, with a visit the day after administration followed by an additional six visits, weekly for the first three weeks, and every three weeks for the remaining nine weeks.

Primary, Secondary and Exploratory Endpoints

The primary endpoint of this trial is the change in the MADRS total score from baseline to Week 3. MADRS is assessed by independent raters in native language and is a widely accepted assessment of mood disorders. This variable will also be analyzed for change from baseline to Weeks 1, 6 and 12. This Phase IIb clinical trial has been powered to capture a statistically significant reduction in MADRS.

Secondary endpoints of the trial include:

- The proportion of participants with a response (defined as a $\geq 50\%$ decrease in MADRS total score from baseline) at Week 3;
- The proportion of participants with remission (defined as a MADRS total score ≤ 10) at Week 3;
- The proportion of participants who have a sustained response at Week 12. Sustained response is defined as the proportion of patients fulfilling response criteria at any visit up to and including Week 3, that also fulfills response criteria at all subsequent visits up to and including Week 12; and
- Time to event measures: restarting of antidepressant medication for any reason, restarting medication for continuing depressive symptoms and relapse from a previously recovered state (clinical judgement, supported by QIDS-SR-16).

Safety and tolerability of COMP360 in patients suffering with TRD will be assessed based on AEs, vital signs, clinical laboratory assessments, ECG findings and suicidal ideation/behavior (measured using the Columbia-Suicide Severity Rating Scale, or C-SSRS score, at all visits).

The trial will assess exploratory endpoints including, but not limited to, quality of life (assessed using the Euro Quality of Life five dimension three level scale, EQ-5D-3L), functional impairment (Sheehan Disability Scale, SDS), psychosocial functioning (Work and Social Adjustment scale, WSAS), cognition (Digit Symbol Substitution Test, DSST), anxiety (Generalized anxiety disorder, GAD-7), and self-reported depression severity (QIDS-SR-16).

Enrollment Criteria

We are planning to recruit up to 216 adult patients with TRD into the trial. We define TRD patients as those who meet Diagnostic and Statistical Manual of Mental Disorders, 5th Edition, or DSM-5, diagnostic criteria for a single or recurrent episode of MDD without psychotic features, who have not responded to an adequate dose and duration of two, three, or four pharmacological treatments for the current episode of depression.

Current Status

Our Phase IIb trial was initiated in 2019 and patients were randomized and administered COMP360 from March 2019. In choosing our trial sites we consider the incidence of TRD in the country, and each site's experience and interest in psychedelic therapy. Recruitment to the trial has been impacted by COVID-19. In March 2020, we paused the inclusion of new patients into our trial. Our trial site teams have continued to identify eligible patients in order to generate a large cohort of pre-screened patients. In May 2020, we began resuming treatment-related activities at a number of our sites, as local conditions have allowed, and we expect to continue progressively resuming treatment at our remaining sites during the second half of 2020. Our goal is to announce results for the trial by late 2021, although this objective will remain subject to the ongoing impact of COVID-19. To date, two patients have experienced suspected, unexpected serious adverse reactions, or SUSARs, which may possibly be drug-related. Both patients and study teams remain blinded to the dose received. One patient experienced a SUSAR of adjustment disorder more than a month after administration, which led to hospitalization. The event was adjudicated by the investigator to be moderate in severity and possibly related to study medication. Another patient experienced a SUSAR of suicidal ideation several weeks after administration which required hospitalization and was adjudicated by the investigator to be severe and possibly related to study medication. Both cases have been reviewed by the trial's Data Safety Monitoring Board in line with their charter, who have advised that the study should continue and that no amendments to the trial protocol are required. Since the purpose of our Phase IIb study is to establish the optimal dose of COMP360, during the final analysis of the unblinded data, we will be able to make a more detailed assessment of the safety and efficacy of COMP360 (including any dose-relationship of SUSARs to study drug) and whether there are any potential implications for the design of future clinical trials using COMP360.

Additional Clinical Trials

In addition to our ongoing Phase IIb trial, we are planning to conduct the following trials:

- A Phase II trial of the safety and efficacy of COMP360 in TRD patients when administered as an adjunct to SSRIs. Based on anecdotal and case report evidence, and our current understanding of the psilocybin mechanism of action, the subjective and antidepressant effects of psilocybin in patients who have taken serotonergic antidepressants up to two weeks prior to a therapy session may be either attenuated or absent. We are conducting this study to confirm that COMP360 is best administered as a monotherapy and we intend to complete prior to initiating Phase III development; and
- A long-term follow-up study of participants taking part in the Phase II trials.

We believe the outcomes of these trials will help inform our future clinical development plans. Based on our discussions with regulators to date, we plan to conduct a Phase III registrational program, where our investigational COMP360 psilocybin therapy will likely be compared with placebo and/or an active reference arm.

Expansion Opportunities

The active metabolite of psilocybin, psilocin, is a partial agonist at several 5-HT receptors, including the 5-HT_{2A} receptor. The 5-HT_{2A} receptors are abundantly expressed in multiple areas of the brain that have important roles in cognitive and emotional processing and could impact a range of cognitive and mental health conditions. We therefore believe psilocybin could have transdiagnostic utility and intend to explore various expansion opportunities beyond our core program of developing our psilocybin therapy for TRD. We are also investigating the potential benefits of compounds other than psilocybin through our Drug Discovery Center, a research collaboration with the University of the Sciences in Philadelphia, Pennsylvania, U.S. See “—Drug Discovery Center”.

Mechanistic Studies

We are working with academic researchers and CROs to investigate the mechanistic characteristics of psilocybin therapy. This mechanistic research includes the following:

- A study of the sustained effects of our high-purity polymorphic crystalline formulation psilocybin through the investigation of short- and long-term changes in gene expression (mRNA) and epigenetic regulation (miRNA and DNA methylation) as part of an academic collaboration with the University of Bordeaux, France;
- A preclinical academic collaboration with the University of Bristol, UK, to study the effects of our high-purity polymorphic crystalline formulation of psilocybin on affective biases, which are relevant to information processing alterations frequently observed in mood and anxiety conditions; and
- A healthy volunteers study with Imperial College London, investigating the acute and long-term psychological and brain effects of psilocybin therapy, using COMP360.

In addition, we plan to research areas such as cognition, motivation, and neuroplasticity through *in vitro* and *in vivo* models with academic researchers and CROs. These studies will further our understanding of the mechanism of action and inform our decisions over which other indications to explore, outside TRD.

Other Indications: Preclinical Studies

Through collaborations with academic institutions, we are generating preclinical and clinical data to explore the benefits of our psilocybin therapy in indications outside TRD.

We work with CROs and academic institutions, including Imperial College London, the University of Bristol, and University Medical Center Utrecht, in conducting preclinical studies. Based on data generated from studies undertaken over the past year in preclinical disease models, we filed three Patent Cooperation Treaty, or PCT, applications in April 2020 for methods for treating certain disorders of the central nervous system and other inflammatory conditions with psilocybin. These indications included: anxiety, eating disorders, neurocognitive disorders, autism, epilepsy, pain and sleep-wake disorders. Based on scientific and clinical relevance, and market potential, we are exploring the development of a subset of these additional potential indications towards proof-of-concept studies in humans through clinical trials.

Other Indications: Investigator-Initiated Studies, or IISs

With respect to clinical studies, we work with leading academic institutions and researchers under IIS clinical trial agreements. These institutions include: Imperial College London, Kings College London, Maryland Oncology Hematology, New York State Psychiatric Institute at Columbia University Medical Center, Sheppard Pratt, University of California Los Angeles, University of Copenhagen, and University of Zurich. The indications being explored in IIS studies include: bipolar type II disorder, body dysmorphic disorder, chronic cluster headache, depression in cancer, MDD, and severe TRD.

We supply our IIS researchers with COMP360 and encourage the open publication of all study findings. If an IIS using COMP360 produces results with the potential to improve mental health care, we may seek to advance this research through a clinical development program, with the goal of making it available for patients, although we have no pre-existing contractual right to do so. In addition to providing our IIS researchers with COMP360, we have in the past and may continue to offer support with regulatory submissions. Through our IIS collaborations, we ultimately hope to bring more innovation to patients, as quickly and safely as possible.

Drug Discovery Center

On August 5, 2020, we established a Drug Discovery Center under a sponsored research agreement with the University of the Sciences in Philadelphia, Pennsylvania, or USciences, to focus on developing optimized psychedelic and related compounds targeting the 5-HT_{2A} receptor, which is believed to mediate the potential therapeutic effects of psychedelics. Pursuant to the agreement, USciences will perform research services on our behalf, and has granted us an exclusive, royalty bearing, worldwide license, including rights to sublicense, all jointly held intellectual property for any and all purposes, and a non-exclusive, fully paid-up, worldwide license to any pre-existing intellectual property utilized over the course of performing the services. Under the agreement, we will pay a research service fee and tiered payments upon completion of certain milestones by USciences, as well as a low single-digit royalty percentage on annual net sales of licensed products, subject to certain reductions, a low double-digit percentage of sublicense revenue for agreements entered into prior to a Phase II trial, and a mid-single-digit percentage of revenue for agreements entered into after the start of a Phase II trial. Unless earlier terminated, the agreement terminates upon the expiration or revocation of the last valid claim of any patent included in the joint intellectual property. We and USciences can terminate the agreement in the event of a material breach by the other party and failure to cure such breach within a certain period of time. Additionally, we and USciences can terminate the research service in the event of a material safety or regulatory issue with respect to the research service. We may also terminate the research service at will upon sixty (60) days prior written notice to USciences. USciences can terminate the research service if such services would materially and negatively interfere with its operations or upon the continuation of a force majeure event.

Investments

Delix Therapeutics

On March 6, 2020 we made a strategic investment to acquire an 8% (on a fully diluted basis) shareholding in Delix Therapeutics, Inc., a drug discovery and development company researching novel small molecules for use in CNS indications. Delix Therapeutics develops non-hallucinogenic psychoplastogens, which are molecules capable of promoting neural plasticity without hallucinogenic effects, by modifying existing psychedelics. These compounds may have potential for a range of neuropsychiatric conditions.

Therapist Training

Our therapist training program has been designed by experts from the fields of psychology, psychiatry and psychedelic therapy research. We require our therapists to have specific professional and educational backgrounds. Therapists must be registered mental health professionals, such as mental health nurse practitioners, clinical psychologists, and psychiatrists with experience in counselling or psychotherapy. To date, we have trained more than 65 therapists and assisting therapists to work in our

Phase IIb clinical trial. Currently, therapists are often referred to us by clinical trial sites and are employed by the sites.

Our core training curriculum consists of:

- More than 10 hours of self-paced online learning through our interactive therapist training platform, including video re-enactments of preparation, psilocybin administration, and integration sessions, a psilocybin therapy manual, and an online therapist forum;
- At least five days of in-person interactive learning, led by experienced therapists;
- Clinical experience of supporting participants in at least four psilocybin experiences under the guidance of experienced therapists. Trainee therapists gain clinical experience as an assisting therapist at their site, and/or have the opportunity to sit in other psilocybin therapy studies run by our academic collaborators, including the Institute of Psychiatry, Psychology and Neuroscience, or IoPPN, at King's College London, and Sheppard Pratt Health System (Baltimore, Maryland, U.S.); and
- Ongoing professional development through 1:1 mentoring and clinical supervision by mentors. This includes feedback from mentors about therapists' fidelity to the therapeutic model from recorded video/audio footage of sessions (with participant consent).

Future Model

Our therapist training program is currently available to professionals involved in our ongoing studies. However, as we scale, we may expand our training to a larger pool of qualified mental healthcare professionals. We are in discussion with academic centers in the U.S. and Europe to establish an accredited training program for psilocybin therapists. Accrediting the training program would help enable us to meet the needs of any Phase III trials and post-approval rollout. In addition, in August 2020, the FDA approved our request for virtual face-to-face training of therapists, with immediate effect. Conducting a larger part of the therapist training virtually will facilitate the training of therapists during the COVID pandemic and training at scale in general.

Using Digital Technology

We believe digital technology will change the way in which patients access psychotherapy services and manage their mental health conditions. We anticipate mobile technology applications will enhance activities traditionally done with an in-person therapist. We also believe remote consultations will help to remove barriers to accessing treatment such as stigma or lack of transportation. Furthermore, digital tools will enable greater self-care, as they support patients managing depressive episodes on their own, and will be used to complement and augment psychotherapy and pharmacological treatments.

Working with third parties, we currently use digital technology in a number of ways:

- An online preparation platform for participants in our TRD trial to educate them and help prepare them for their psilocybin experience;
- A web-based "shared knowledge" interactive therapist training platform, complementing our comprehensive face-to-face training program;
- Collection of measurements, endpoints and outcomes in our Phase IIb clinical trial, including remote data collection using mobile devices so patients do not need to travel into study sites for all in-clinic visits;

- Collection of digital phenotyping information through the measurement of human-smartphone interactions. After our Phase IIb trial, these data will be compared with information collected from validated psychiatric scales, such as MADRS, to develop potential digital applications to help anticipate relapse of depression; and
- Harnessing artificial intelligence and natural language processing (speech recognition) capabilities to characterize the mechanism of change and assess therapist fidelity to our treatment protocol for psychological support.

In the future, we plan to expand our research into additional digital technologies by working with technology companies to research and build solutions that will complement and augment our therapies.

Manufacturing and Supply

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely on contract drug manufacturing organizations, or CDMOs, to synthesize the active pharmaceutical ingredient, or API, that comprises COMP360, and to blend the API excipients and encapsulate. All manufacturing processes are contracted to be compliant with GMP. We expect to continue to rely on third parties for the production of all clinical supply drug substance and drug product that we may use. We use additional contract manufacturers to fill, label, package, store and distribute our drug product. We currently rely on a single supplier for our API but have identified additional manufacturers who have the appropriate experience and expertise to act as back-up suppliers of API and fill-and-finish services. We believe we maintain sufficient supply of API to avoid any material disruptions in the event of any need to replace one or more of our suppliers.

Commercialization

If COMP360 is approved, we plan to use our own sales and marketing capabilities, targeting public and private healthcare providers and clinic networks in the U.S. and major European markets. In select geographies, including Asia and South America, we may enter into commercialization collaborations with third parties who have complementary commercial capabilities.

Upon any approval, we intend to offer a range of services to enable the safe and effective use of COMP360 with psychological support in clinical practice. These services are expected to include therapist training, information and education for patients and healthcare providers, and implementation support for treatment centers, such as guidance on procurement and installation of equipment, certification, and quality assurance.

Centers of Excellence

In line with our ambition to create a new mental health care model, we intend to establish Centers of Excellence to serve as research facilities and innovation labs.

These centers will be designed to model the “clinics of the future,” and through them we intend to gather evidence to shape our therapy model and prototype digital technology solutions to improve patient experience and support therapists. Methodologies developed in the Centers of Excellence will be shared with our partner clinics.

Centers of Excellence will allow us to test and establish a new blueprint for innovative care models that can be licensed or franchised to existing behavioral health providers, community mental health teams, private clinic networks, partial hospitalization programs, and intensive outpatient programs.

We intend to establish Centers of Excellence for several purposes, including:

- Conducting clinical trials, including proof of concept studies, to refine our therapeutic model;

- Participating in late-stage trials as a clinical trial site;
- Training and certifying therapists who are supporting or will support our clinical trials;
- Generating and collecting safety and other data, as well as (licensable) intellectual property;
- Developing and testing digital technology solutions to improve patient experience;
- Strengthening our regional presence as a scientific and clinical resource by showcasing what we believe to be the future of mental health care, fostering relationships with stakeholders including patients, providers, payors and public policymakers; and
- Refining our approach to delivering our investigational COMP360 psilocybin therapy safely and cost-effectively.

We expect to launch our first Center of Excellence in the area of Washington, D.C. in 2020.

Competition

Our industry is characterized by many newly emerging and innovative technologies, intense competition and a strong emphasis on proprietary product rights. While we believe that our investigational COMP360 psilocybin therapy represents a fundamental shift in the treatment paradigm relative to other TRD treatments, we face potential competition from many different sources, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions, governmental agencies and medical research organizations. Any product candidates that we successfully develop and commercialize, including our investigational COMP360 psilocybin therapy, will compete with the standard of care and new therapies, both pharmacological and somatic, that may become available in the future.

Currently, only two pharmacotherapies are approved for TRD in the U.S.: Spravato (esketamine), marketed by Janssen, which is an NMDA receptor antagonist; and olanzapine and fluoxetine hydrochloride capsules, which are available generically. Because TRD, by definition, encompasses patients who have not been helped after two or more MDD therapies, antidepressants indicated for use in MDD are frequently prescribed, combined or augmented with a second agent to treat TRD patients. Several biopharmaceutical companies have therapies in clinical development. We are aware that Sage Therapeutics and Axsome Therapeutics, among others, are developing treatments for TRD.

Multiple somatic therapies are also used in TRD, such as ECT and rTMS. Psychotherapeutic approaches, like CBT, are used for MDD and TRD patients.

We also face competition from 501(c)(3) non-profit medical research organizations, including the Usona Institute. Such non-profits may be willing to provide psilocybin-based products at cost or for free, undermining our potential market for COMP360. In addition, a number of for-profit biotechnology companies or institutions are specifically pursuing the development of psilocybin to treat mental health illnesses, including TRD.

We are aware of other organizations or institutions evaluating the use of psilocybin in mental health and neurocognitive conditions. In addition, there are various companies exploring other psychedelic compounds for the treatment of mental health and neurocognitive conditions.

Many of the pharmaceutical, biopharmaceutical and biotechnology companies with whom we may compete have established markets for their therapies and have substantially greater financial, technical, human and other resources than we do and may be better equipped to develop, manufacture and market superior products or therapies. In addition, many of these potential competitors have significantly greater

experience than we have in undertaking non-clinical studies and human clinical trials of new therapeutic substances and in obtaining regulatory approvals of human therapeutic products. Accordingly, our competitors may succeed in obtaining FDA, EMA or MHRA approval for alternative or superior products. In addition, many competitors have greater name recognition and more extensive collaborative relationships. Smaller and earlier-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies. An increasing number of companies are increasing their efforts in discovery of new psychedelic compounds.

Intellectual Property

Our commercial success is closely tied to obtaining and maintaining intellectual property, or IP, rights protection in patents, trademarks and trade secrets in the EU, U.S., UK, and other jurisdictions. We continue to strategically protect our innovations with a harmonized IP strategy, combining patent protection with regulatory and market exclusivity.

Patent Strategy

Our patent strategy includes pursuing protection for our novel high-purity polymorphic crystalline psilocybin, large-scale psilocybin manufacturing processes, psilocybin formulations and compositions, and methods of treatment using psilocybin. Our patent portfolio includes four granted patents: one in the U.S., one in Germany, and two in the UK. Our portfolio also includes three pending UK patent applications, two pending U.S. continuation applications, and pending applications in Australia, Brazil, Canada, China, Colombia, Eurasian Patent Organization, European Patent Office, Hong Kong, Indonesia, Israel, India, Japan, Republic of Korea, Mexico, Malaysia, New Zealand, Philippines, Saudi Arabia, Singapore, Taiwan, Thailand, and South Africa, as well as three pending Patent Cooperation Treaty, or PCT, applications. Our portfolio of patents and patent applications cover our novel crystalline polymorphic psilocybin, psilocybin formulations, methods of manufacturing psilocybin, and use of psilocybin for the treatment of psychiatric and neurological indications, including TRD and MDD, as well as a range of other indications.

We expect to receive EU market protection via a New Active Substance application to the EMA using a Centralized Procedure which provides market access across EU-28 countries in addition to Iceland, Norway and Liechtenstein. The EMA provides for eight years of data exclusivity (i.e., no generic application), an additional two years of market exclusivity (i.e., no generic marketing), as well as an additional one-year extension if one or more additional indications are identified and filed on in the eight-year window. The U.S. FDA provides for data exclusivity of four years and an additional year of market exclusivity for New Chemical Entities. In addition, if an Orange Book-listed patent is challenged, the Company would be eligible for a 30-month stay of litigation.

Patents and Patent Applications

Our first patent, U.S. Patent No 10,519,175, was granted on December 31, 2019, with claims directed to methods of treating treatment-resistant depression with oral dosage formulations of COMPASS's high-purity crystalline psilocybin (including COMP360). Three Third Party Observations were previously filed during the pendency of the application, each considered by the Examiner and found to not be a barrier to patentability. This patent expires October 9, 2038. A Petition for Post Grant Review of the patent was filed on February 21, 2020 and was dismissed on the merits on August 20, 2020.

Our first German utility model, DE202018006384, was registered in March 2020, with claims covering forms of crystalline psilocybin, its use in medicine, and methods of synthesis. This patent has an expiry date of October 9, 2028.

Our first UK patent, No GB2571696, was granted in May 2020. This patent includes two independent method of manufacture claims that are not limited to a particular polymorph, as well as a product-by-process claim and a formulation claim. The Intention to Grant was sent in December 2019, and Third-Party Observations were filed in late January 2020, shortly before grant was originally scheduled. Grant of

the patent was announced in the Patents Journal on May 27, 2020. This patent has an expiry date of October 8, 2037.

Our second UK patent, No GB2572023, was granted in June of 2020. This patent includes claims covering our crystalline psilocybin (including the form used in COMP360), pharmaceutical formulations of crystalline psilocybin, medical uses of crystalline psilocybin (including for treatment-resistant depression), and a method of manufacturing crystalline psilocybin. The Intention to Grant was sent in December 2019, and Third-Party Observations were filed in late January 2020. A notification of grant was mailed June 23, 2020, and grant was announced in the Patents Journal on July 22, 2020. This patent has an expiry date of June 27, 2038.

Our third UK patent application, No GB2576059, and two divisional applications, are pending, with claims directed to additional manufacturing methods and formulations of crystalline psilocybin. If granted, patents based on these applications have a projected expiry date of October 8, 2038.

Corresponding patent applications are pending in Australia, Brazil, Canada, China, Colombia, Eurasian Patent Organization, European Patent Office, Indonesia, Israel, India, Japan, Republic of Korea, Mexico, Malaysia, New Zealand, Philippines, Saudi Arabia, Singapore, Thailand, and South Africa. Any patents that may grant from these pending applications have a projected expiry date of October 9, 2038.

Three PCT applications and one Taiwanese application were filed on April 17, 2020. These applications cover additional formulations, administration, therapeutic supports, digital supports, combination treatments, and methods of using a therapeutically effective amount of psilocybin or active metabolite thereof to treat a variety of additional indications, including: various anxiety disorders, headache disorders, eating disorders, major and mild neurocognitive disorders, autism, epilepsy, inflammation, ADHD, substance use disorders, inflammatory bowel disease, stroke, ALS, multiple sclerosis, anti-social personality disorder, pain, sleep-wake disorders, and bipolar type II depression. Any patents that may grant from these pending applications have a projected expiry date of April 17, 2040.

We are committed to exploring additional opportunities with psilocybin through the continuous development of novel formulations, processes, and methods for the treatment of other mental health indications. We continue to innovate and strategically protect our innovations in the following four main areas:

1. novel high-purity crystalline psilocybin polymorphs;
2. manufacturing processes for large-scale manufacture of high-purity crystalline psilocybin;
3. novel formulations and unique pharmaceutical compositions; and
4. methods of treatment using high-purity crystalline psilocybin.

Psilocybin may be efficacious for other conditions of the CNS and related therapeutic areas. We have shortlisted opportunities in a number of other indications based on unmet medical need and commercial attractiveness. Some of the work completed by independent researchers with our COMP360 might generate additional IP, and we will have to agree to the basis on which we share the development cost and potential revenue this might bring as we move studies with a promise of helping patients from the lab into clinical development. Prioritized opportunities inform animal model studies and mechanism of action studies, as well as continuing to inform and guide IP filings.

Beyond psilocybin, we will grow by focusing efforts and investment on developing IP for new indications and substances with optimal therapeutic benefit and/or minimal psychoactive effect.

Trademarks

Our trademark portfolio includes two registered UK trademarks, for COMPASS and COMPASS PATHWAYS, in Classes 05, 09, 10, 35, 41, and 44.

Government Regulation

The FDA and other regulatory authorities at federal, state and local levels, as well as in foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, recordkeeping, approval, advertising, promotion, marketing, post-approval monitoring and post-approval reporting of drugs. We, along with our vendors, contract research organizations and contract manufacturers, will be required to navigate the various preclinical, clinical, manufacturing and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval of our product candidates. The process of obtaining regulatory approvals of drugs and ensuring subsequent compliance with appropriate federal, state, local and foreign statutes and regulations requires the expenditure of substantial time and financial resources.

In the United States, the FDA regulates drug products under the Federal Food, Drug, and Cosmetic Act, or FDCA, as amended, its implementing regulations and other laws. If we fail to comply with applicable FDA or other requirements at any time with respect to product development, clinical testing, approval or any other legal requirements relating to product manufacture, processing, handling, storage, quality control, safety, marketing, advertising, promotion, packaging, labeling, export, import, distribution, or sale, we may become subject to administrative or judicial sanctions or other legal consequences. These sanctions or consequences could include, among other things, the FDA's refusal to approve pending applications, issuance of clinical holds for ongoing studies, suspension or revocation of approved applications, warning or untitled letters, product withdrawals or recalls, product seizures, relabeling or repackaging, total or partial suspensions of manufacturing or distribution, injunctions, fines, civil penalties or criminal prosecution.

The process required by the FDA before our product candidates are approved as drugs for therapeutic indications and may be marketed in the United States generally involves the following:

- Completion of extensive preclinical studies in accordance with applicable regulations, including studies conducted in accordance with good laboratory practice, or GLP, requirements;
- Completion of the manufacture, under current Good Manufacturing Practices, or cGMP, conditions, of the drug substance and drug product that the sponsor intends to use in human clinical trials along with required analytical and stability testing;
- Submission to the FDA of an investigational new drug application, or IND, which must become effective before clinical trials may begin;
- Approval by an institutional review board, or IRB, or independent ethics committee at each clinical trial site before each trial may be initiated;
- Performance of adequate and well-controlled clinical trials in accordance with applicable IND regulations, good clinical practice, or GCP, requirements and other clinical trial-related regulations to establish the safety and efficacy of the investigational product for each proposed indication;
- Submission to the FDA of a New Drug Application, or NDA;
- Payment of user fees for FDA review of the NDA;
- A determination by the FDA within 60 days of its receipt of an NDA, to accept the filing for review;

- Satisfactory completion of one or more FDA pre-approval inspections of the manufacturing facility or facilities where the drug will be produced to assess compliance with cGMP requirements to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- Potentially, satisfactory completion of FDA audit of the clinical trial sites that generated the data in support of the NDA; and
- FDA review and approval of the NDA, including consideration of the views of any FDA advisory committee, prior to any commercial marketing or sale of the drug in the United States.

Preclinical Studies and Clinical Trials for Drugs

Before testing any drug in humans, the product candidate must undergo rigorous preclinical testing. Preclinical studies include laboratory evaluations of drug chemistry, formulation and stability, as well as *in vitro* and animal studies to assess safety and in some cases to establish the rationale for therapeutic use. The conduct of preclinical studies is subject to federal and state regulation, including GLP requirements for safety/toxicology studies. The results of the preclinical studies, together with manufacturing information and analytical data, must be submitted to the FDA as part of an IND. An IND is a request for authorization from the FDA to administer an investigational product to humans and must become effective before clinical trials may begin. Some long-term preclinical testing may continue after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises concerns or questions about the conduct of the clinical trial, including concerns that human research subjects will be exposed to unreasonable health risks, and imposes a full or partial clinical hold. FDA must notify the sponsor of the grounds for the hold and any identified deficiencies must be resolved before the clinical trial can begin. Submission of an IND may result in the FDA not allowing clinical trials to commence or not allowing clinical trials to commence on the terms originally specified in the IND. A clinical hold can also be imposed once a trial has already begun, thereby halting the trial until the deficiencies articulated by FDA are corrected.

The clinical stage of development involves the administration of the product candidate to healthy volunteers or patients under the supervision of qualified investigators, who generally are physicians not employed by or under the trial sponsor's control, in accordance with GCP requirements, which include the requirements that all research subjects provide their informed consent for their participation in any clinical trial. Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, administration procedures, subject selection and exclusion criteria and the parameters and criteria to be used in monitoring safety and evaluating effectiveness. Each protocol, and any subsequent amendments to the protocol, must be submitted to the FDA as part of the IND. Furthermore, each clinical trial must be reviewed and approved by an IRB for each institution at which the clinical trial will be conducted to ensure that the risks to individuals participating in the clinical trials are minimized and are reasonable compared to the anticipated benefits. The IRB also approves the informed consent form that must be provided to each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. The FDA, the IRB, or the sponsor may suspend or discontinue a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk. There also are requirements governing the reporting of ongoing clinical trials and completed clinical trials to public registries. Information about clinical trials, including results for clinical trials other than Phase I investigations, must be submitted within specific timeframes for publication on www.ClinicalTrials.gov, a clinical trials database maintained by the National Institutes of Health.

A sponsor who wishes to conduct a clinical trial outside of the United States may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, FDA will nevertheless accept the results of the study in support of an NDA if the study was conducted in accordance with GCP requirements, and the FDA is able to validate the data through an onsite inspection if deemed necessary.

Clinical trials to evaluate therapeutic indications to support NDAs for marketing approval are typically conducted in three sequential phases, which may overlap.

- *Phase I*—Phase I clinical trials involve initial introduction of the investigational product into healthy human volunteers or patients with the target disease or condition. These studies are typically designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, excretion, the side effects associated with increasing doses, and, if possible, to gain early evidence of effectiveness.
- *Phase II*—Phase II clinical trials typically involve administration of the investigational product to a limited patient population with a specified disease or condition to evaluate the drug's potential efficacy, to determine the optimal dosages and administration schedule and to identify possible adverse side effects and safety risks.
- *Phase III*—Phase III clinical trials typically involve administration of the investigational product to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval and physician labeling.

Post-approval trials, sometimes referred to as Phase IV clinical trials or post-marketing studies, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication and are commonly intended to generate additional safety data regarding use of the product in a clinical setting. In certain instances, the FDA may mandate the performance of Phase IV clinical trials as a condition of NDA approval.

Progress reports detailing the results of the clinical trials, among other information, must be submitted at least annually to the FDA. Written IND safety reports must be submitted to the FDA and the investigators fifteen days after the trial sponsor determines the information qualifies for reporting for serious and unexpected suspected adverse events, findings from other studies or animal or *in vitro* testing that suggest a significant risk for human volunteers and any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must also notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction as soon as possible but in no case later than seven calendar days after the sponsor's initial receipt of the information.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the product candidate and finalize a process for manufacturing the drug product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and manufacturers must develop, among other things, methods for testing the identity, strength, quality and purity of the final drug product. In addition, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

US Marketing Approval for Drugs

Assuming successful completion of the required clinical testing, the results of the preclinical studies and clinical trials, together with detailed information relating to the product's chemistry, manufacture, controls and proposed labeling, among other things, are submitted to the FDA as part of an NDA package requesting approval to market the product for one or more indications. An NDA is a request for approval to market a new drug for one or more specified indications and must contain proof of the drug's safety and efficacy for the requested indications. The marketing application is required to include both negative and ambiguous results of preclinical studies and clinical trials, as well as positive findings. Data may come

from company-sponsored clinical trials intended to test the safety and efficacy of a product's use or from a number of alternative sources, including studies initiated by investigators. To support marketing approval, the data submitted must be sufficient in quality and quantity to establish the safety and efficacy of the investigational product to the satisfaction of the FDA. FDA must approve an NDA before a drug may be marketed in the United States.

The FDA reviews all submitted NDAs before it accepts them for filing and may request additional information rather than accepting the NDA for filing. The FDA must make a decision on accepting an NDA for filing within 60 days of receipt, and such decision could include a refusal to file by the FDA. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the NDA. The FDA reviews an NDA to determine, among other things, whether the drug is safe and effective for the indications sought and whether the facility in which it is manufactured, processed, packaged or held meets standards designed to assure the product's continued safety, quality and purity. Under the goals and policies agreed to by the FDA under the Prescription Drug User Fee Act, or PDUFA, the FDA targets 10 months, from the filing date, in which to complete its initial review of a new molecular entity NDA and respond to the applicant, and six months from the filing date of a new molecular entity NDA for priority review. The FDA does not always meet its PDUFA goal dates for standard or priority NDAs, and the review process is often extended by FDA requests for additional information or clarification.

Further, under PDUFA, as amended, each NDA must be accompanied by a substantial user fee. The FDA adjusts the PDUFA user fees on an annual basis. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. In addition, no user fees are assessed on NDAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

The FDA also may require submission of a Risk Evaluation and Mitigation Strategy, or REMS, if it believes that a REMS is necessary to ensure that the benefits of the drug outweigh its risks. A REMS can include use of risk evaluation and mitigation strategies like medication guides, physician communication plans, assessment plans, and/or elements to assure safe use, such as restricted distribution methods, patient registries, or other risk-minimization tools.

The FDA may refer an application for a novel drug to an advisory committee. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, which reviews, evaluates and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA, the FDA typically will inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and are adequate to assure consistent production of the product within required specifications. In addition, before approving an NDA, the FDA may inspect one or more clinical trial sites to assure compliance with GCP and other requirements and the integrity of the clinical data submitted to the FDA.

After evaluating the NDA and all related information, including the advisory committee recommendation, if any, and inspection reports regarding the manufacturing facilities and clinical trial sites, the FDA may issue an approval letter, or, in some cases, a complete response letter. A complete response letter generally contains a statement of specific conditions that must be met in order to secure final approval of the NDA and may require additional clinical or preclinical testing in order for the FDA to reconsider the application. Even with submission of this additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval. If and when those conditions have been met to the FDA's satisfaction, the FDA will typically issue an approval letter. An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications.

Even if the FDA approves a product, depending on the specific risks to be addressed it may limit the approved indications for use of the product, require that contraindications, warnings or precautions be included in the product labeling, require that post-approval studies, including Phase IV clinical trials, be conducted to further assess a drug's safety after approval, require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution and use restrictions or other risk management mechanisms under a REMS, which can materially affect the potential market and profitability of the product. The FDA may prevent or limit further marketing of a product based on the results of post-marketing studies or surveillance programs. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes, and additional labeling claims, are subject to further testing requirements and FDA review and approval.

Expedited Development and Review Programs for Drugs

The FDA maintains several programs intended to facilitate and expedite development and review of new drugs to address unmet medical needs in the treatment of serious or life-threatening diseases or conditions. These programs include Fast Track designation, Breakthrough Therapy designation, Priority Review and Accelerated Approval, and the purpose of these programs is to either expedite the development or review of important new drugs to get them to patients more quickly than standard FDA review timelines typically permit.

A drug is eligible for Fast Track designation if it is intended to treat a serious or life-threatening disease or condition and demonstrates the potential to address unmet medical needs for such disease or condition. Fast Track designation provides increased opportunities for sponsor interactions with the FDA during preclinical and clinical development, in addition to the potential for rolling review once a marketing application is filed. Rolling review means that the agency may review portions of the marketing application before the sponsor submits the complete application. In addition, a drug may be eligible for Breakthrough Therapy designation if it is intended to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. Breakthrough Therapy designation provides all the features of Fast Track designation in addition to intensive guidance on an efficient drug development program, and FDA organizational commitment to expedited development, including involvement of senior managers and experienced review staff in a cross-disciplinary review, where appropriate.

Any product submitted to the FDA for approval, including a product with Fast Track or Breakthrough Therapy designation, may also be eligible for additional FDA programs intended to expedite the review and approval process, including Priority Review designation and Accelerated Approval. A product is eligible for Priority Review designation, once an NDA or BLA is submitted, if the drug that is the subject of the marketing application has the potential to provide a significant improvement in safety or effectiveness in the treatment, diagnosis or prevention of a serious disease or condition. Under priority review, the FDA's goal date to take action on the marketing application is six months compared to ten months for a standard review. Products are eligible for Accelerated Approval if they can be shown to have an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or an effect on an intermediate clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality, which is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments.

Accelerated Approval is usually contingent on a sponsor's agreement to conduct additional post-approval studies to verify and describe the product's clinical benefit. The FDA may withdraw approval of a drug or an indication approved under Accelerated Approval if, for example, the confirmatory trial fails to verify the predicted clinical benefit of the product. In addition, the FDA generally requires, as a condition for Accelerated Approval, that all advertising and promotional materials intended for dissemination or publication within 120 days of marketing approval be submitted to the agency for review during the pre-

approval review period. After the 120-day period has passed, all advertising and promotional materials must be submitted at least 30 days prior to the intended time of initial dissemination or publication.

Even if a product qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or the time period for FDA review or approval may not be shortened. Furthermore, Fast Track designation, Breakthrough Therapy designation, Priority Review and Accelerated Approval do not change the scientific or medical standards for approval or the quality of evidence necessary to support approval, though they may expedite the development or review process.

US Post-Approval Requirements for Drugs

Drugs manufactured or distributed pursuant to FDA approvals are subject to continuing regulation by the FDA, including, among other things, requirements relating to recordkeeping, periodic reporting, product sampling and distribution, reporting of adverse experiences with the product, complying with promotion and advertising requirements, which include restrictions on promoting products for unapproved uses or patient populations (known as “off-label use”) and limitations on industry-sponsored scientific and educational activities. Although physicians may prescribe legally available products for off-label uses, manufacturers may not market or promote such uses. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability, including investigation by federal and state authorities. Prescription drug promotional materials must be submitted to the FDA in conjunction with their first use or first publication. Further, if there are any modifications to the drug, including changes in indications, labeling or manufacturing processes or facilities, the applicant may be required to submit and obtain FDA approval of a new NDA or NDA supplement, which may require the development of additional data or preclinical studies and clinical trials.

The FDA may impose a number of post-approval requirements as a condition of approval of an NDA. For example, the FDA may require post-market testing, including Phase IV clinical trials, and surveillance to further assess and monitor the product's safety and effectiveness after commercialization. In addition, drug manufacturers and their subcontractors involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and certain state agencies and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with ongoing regulatory requirements, including cGMPs, which impose certain procedural and documentation requirements. Failure to comply with statutory and regulatory requirements may subject a manufacturer to legal or regulatory action, such as warning letters, suspension of manufacturing, product seizures, injunctions, civil penalties or criminal prosecution. There is also a continuing, annual prescription drug product program user fee.

Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information, requirements for post-market studies or clinical trials to assess new safety risks, or imposition of distribution or other restrictions under a REMS. Other potential consequences include, among other things:

- Restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- The issuance of safety alerts, Dear Healthcare Provider letters, press releases or other communications containing warnings or other safety information about the product;
- Fines, warning letters or holds on post-approval clinical trials;

- Refusal of the FDA to approve applications or supplements to approved applications, or suspension or revocation of product approvals;
- Product seizure or detention, or refusal to permit the import or export of products;
- Injunctions or the imposition of civil or criminal penalties; and
- Consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs; or mandated modification of promotional materials and labeling and issuance of corrective information.

Controlled Substances

The federal Controlled Substances Act of 1970, or CSA, and its implementing regulations establish a “closed system” of regulations for controlled substances. The CSA imposes registration, security, recordkeeping and reporting, storage, manufacturing, distribution, importation and other requirements under the oversight of the DEA. The DEA is the federal agency responsible for regulating controlled substances, and requires those individuals or entities that manufacture, import, export, distribute, research, or dispense controlled substances to comply with the regulatory requirements in order to prevent the diversion of controlled substances to illicit channels of commerce.

The DEA categorizes controlled substances into one of five schedules — Schedule I, II, III, IV or V — with varying qualifications for listing in each schedule. Schedule I substances by definition have a high potential for abuse, have no currently accepted medical use in treatment in the United States and lack accepted safety for use under medical supervision. Pharmaceutical products having a currently accepted medical use that are otherwise approved for marketing may be listed as Schedule II, III, IV or V substances, with Schedule II substances presenting the highest potential for abuse and physical or psychological dependence, and Schedule V substances presenting the lowest relative potential for abuse and dependence. COMP360, if approved in the United States, will require scheduling by the DEA before it can be marketed.

Facilities that manufacture, distribute, import or export any controlled substance must register annually with the DEA. The DEA registration is specific to the particular location, activity(ies) and controlled substance schedule(s).

The DEA inspects all manufacturing facilities to review security, recordkeeping, reporting and handling prior to issuing a controlled substance registration. The specific security requirements vary by the type of business activity and the schedule and quantity of controlled substances handled. The most stringent requirements apply to manufacturers of Schedule I and Schedule II substances. Required security measures commonly include background checks on employees and physical control of controlled substances through storage in approved vaults, safes and cages, and through use of alarm systems and surveillance cameras. Once registered, manufacturing facilities must maintain records documenting the manufacture, receipt and distribution of all controlled substances. Manufacturers must submit periodic reports to the DEA of the distribution of Schedule I and II controlled substances, Schedule III narcotic substances, and other designated substances. Registrants must also report any controlled substance thefts or significant losses, and must obtain authorization to destroy or dispose of controlled substances. Imports of Schedule I and II controlled substances for commercial purposes are generally restricted to substances not already available from a domestic supplier or where there is not adequate competition among domestic suppliers. In addition to an importer or exporter registration, importers and exporters must obtain a permit for every import or export of a Schedule I and II substance or Schedule III, IV and V narcotic, and submit import or export declarations for Schedule III, IV and V non-narcotics. In some cases, Schedule III non-narcotic substances may be subject to the import/export permit requirement, if necessary, to ensure that the United States complies with its obligations under international drug control treaties.

For drugs manufactured in the United States, the DEA establishes annually an aggregate quota for the amount of substances within Schedules I and II that may be manufactured or produced in the United States based on the DEA's estimate of the quantity needed to meet legitimate medical, scientific, research and industrial needs. The quotas apply equally to the manufacturing of the active pharmaceutical ingredient and production of dosage forms. The DEA may adjust aggregate production quotas a few times per year, and individual manufacturing or procurement quotas from time to time during the year, although the DEA has substantial discretion in whether or not to make such adjustments for individual companies.

The states also maintain separate controlled substance laws and regulations, including licensing, recordkeeping, security, distribution, and dispensing requirements. State authorities, including boards of pharmacy, regulate use of controlled substances in each state. Failure to maintain compliance with applicable requirements, particularly as manifested in the loss or diversion of controlled substances, can result in enforcement action that could have a material adverse effect on our business, operations and financial condition. The DEA may seek civil penalties, refuse to renew necessary registrations, or initiate proceedings to revoke those registrations. In certain circumstances, violations could lead to criminal prosecution.

U.S. Foreign Corrupt Practices Act

The U.S. Foreign Corrupt Practices Act, to which we are subject, prohibits corporations and individuals from engaging in certain activities to obtain or retain business or to influence a person working in an official capacity. It is illegal to pay, offer to pay or authorize the payment of anything of value to any foreign government official, government staff member, political party or political candidate in an attempt to obtain or retain business or to otherwise influence a person working in an official capacity.

Regulation and Procedures Governing Approval of Medicinal Products in the European Union

In order to market any product outside of the United States, a company must also comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of products. Whether or not it obtains FDA approval for a product, an applicant will need to obtain the necessary approvals by the comparable foreign regulatory authorities before it can initiate clinical trials or marketing of the product in those countries or jurisdictions. Specifically, the process governing approval of medicinal products in the European Union generally follows the same lines as in the United States, although the approval of a medicinal product in the United States is no guarantee of approval of the same product in the European Union, either at all or within the same timescale as approval may be granted in the United States. It entails satisfactory completion of pharmaceutical development, non-clinical studies and adequate and well-controlled clinical trials to establish the safety and efficacy of the medicinal product for each proposed indication. It also requires the submission to relevant competent authorities for clinical trials authorization for a marketing authorization application, or MAA, and granting of a marketing authorization by these authorities before the product can be marketed and sold in the European Union or its member states (as well as Iceland, Norway and Liechtenstein). If we fail to comply with applicable requirements, we may be subject to, among other things, fines, suspension of clinical trials, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Clinical Trial Approval

Pursuant to the currently applicable Clinical Trials Directive 2001/20/EC and the Directive 2005/28/EC on GCP, a system for the approval of clinical trials in the European Union has been implemented through national legislation of the member states. Under this system, an applicant must obtain approval from the competent national authority of a European Union member state in which the clinical trial is to be conducted or in multiple member states if the clinical trial is to be conducted in a number of member states. Furthermore, the applicant may only start a clinical trial at a specific study site after the independent ethics committee has issued a favorable opinion in relation to the clinical trial. The clinical trial application must be accompanied by an investigational medicinal product dossier with supporting

information prescribed by Directive 2001/20/EC and Directive 2005/28/EC and corresponding national laws of the member states and further detailed in applicable guidance documents.

In April 2014, the European Union adopted a new Clinical Trials Regulation (EU) No 536/2014, which is set to replace the current Clinical Trials Directive 2001/20/EC. It will overhaul the current system of approvals for clinical trials in the European Union. Specifically, the new legislation, which will be directly applicable in all EU member states (meaning that no national implementing legislation in each European Union member state is required), aims at simplifying and streamlining the approval of clinical trials in the European Union. For instance, the new Clinical Trials Regulation provides for a streamlined application procedure via a single-entry point and strictly defined deadlines for the assessment of clinical trial applications. It is expected that the new Clinical Trials Regulation (EU) No. 536/2014 will come into effect following confirmation of full functionality of the Clinical Trials Information System, the centralized EU portal and database for clinical trials foreseen by the new Clinical Trials Regulation, through an independent audit.

Marketing Authorization

To obtain a marketing authorization for a product under the European Union regulatory system, an applicant must submit an MAA, either under a centralized procedure administered by the EMA or one of the procedures administered by competent authorities in European Union member states (decentralized procedure, national procedure, or mutual recognition procedure). A marketing authorization may be granted only to an applicant established in the European Union.

The centralized procedure provides for the grant of a single marketing authorization by the European Commission that is valid for all European Union member states (as well as Iceland, Norway and Liechtenstein). Pursuant to Regulation (EC) No 726/2004, the centralized procedure is compulsory for specific products, including products with a new active substance indicated for the treatment of certain diseases, including products for the treatment of treatment-resistant depression. For those products for which the use of the centralized procedure is not mandatory, applicants may elect to use the centralized procedure where either the product contains a new active substance indicated for the treatment of other diseases, or where the applicant can show that the product constitutes a significant therapeutic, scientific or technical innovation, or for which a centralized process is in the interest of patients at a European Union level.

Under the centralized procedure, the Committee for Medicinal Products for Human use, or the CHMP, which is the EMA's committee that is responsible for human medicines, established at the EMA is responsible for conducting the assessment of whether a medicine meets the required quality, safety and efficacy requirements, and whether the product has a positive risk/benefit/risk profile. Under the centralized procedure, the maximum timeframe for the evaluation of an MAA is 210 days from the receipt of a valid MAA, excluding clock stops when additional information or written or oral explanation is to be provided by the applicant in response to questions of the CHMP. Clock stops may extend the timeframe of evaluation of an MAA considerably beyond 210 days. Where the CHMP gives a positive opinion, it provides the opinion together with supporting documentation to the European Commission, who make the final decision to grant a marketing authorization. Accelerated evaluation may be granted by the CHMP in exceptional cases, when a medicinal product is of major interest from the point of view of public health and, in particular, from the viewpoint of therapeutic innovation. If the CHMP accepts such a request, the timeframe of 210 days for assessment will be reduced to 150 days (excluding clock stops), but it is possible that the CHMP may revert to the standard time limit for the centralized procedure if it determines that the application is no longer appropriate to conduct an accelerated assessment.

PRIME Scheme

EMA now offers a scheme that is intended to reinforce early dialogue with, and regulatory support from, EMA in order to stimulate innovation, optimize development and enable accelerated assessment of PRiority MEDicines, or PRIME. It is intended to build upon the scientific advice scheme and accelerated

assessment procedure offered by EMA. The scheme is voluntary and eligibility criteria must be met for a medicine to qualify for PRIME.

The PRIME scheme is open to medicines under development and for which the applicant intends to apply for an initial marketing authorization application through the centralized procedure. Eligible products must target conditions for which there is an unmet medical need (there is no satisfactory method of diagnosis, prevention or treatment in the European Union or, if there is, the new medicine will bring a major therapeutic advantage) and they must demonstrate the potential to address the unmet medical need by introducing new methods or therapy or improving existing ones. Applicants will typically be at the exploratory clinical trial phase of development, and will have preliminary clinical evidence in patients to demonstrate the promising activity of the medicine and its potential to address to a significant extent an unmet medical need. In exceptional cases, applicants from the academic sector or SMEs (small and medium sized enterprises) may submit an eligibility request at an earlier stage of development if compelling non-clinical data in a relevant model provide early evidence of promising activity, and first in man studies indicate adequate exposure for the desired pharmacotherapeutic effects and tolerability.

If a medicine is selected for the PRIME scheme, EMA:

- Appoints a rapporteur from the Committee for Medicinal Products for Human Use (CHMP) or from the Committee for Advanced Therapies (CAT) to provide continuous support and to build up knowledge of the medicine in advance of the filing of a marketing authorization application;
- Issues guidance on the applicant's overall development plan and regulatory strategy;
- Organizes a kick-off meeting with the rapporteur and experts from relevant EMA committees and working groups;
- Provides a dedicated EMA contact person; and
- Provides scientific advice at key development milestones, involving additional stakeholders, such as health technology assessment bodies and patients, as needed.

Medicines that are selected for the PRIME scheme are also expected to benefit from EMA's accelerated assessment procedure at the time of application for marketing authorization. Where, during the course of development, a medicine no longer meets the eligibility criteria, support under the PRIME scheme may be withdrawn.

Orphan Drug Designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or 200,000 or more individuals in the United States and for which there is no reasonable expectation that the cost of developing and making a drug available in the United States for this type of disease or condition will be recovered from sales of the product. Orphan drug designation must be requested before submitting an NDA. After the FDA grants orphan drug designation, the identity of the drug and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in or shorten the duration of the regulatory review and approval process.

Orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. If a drug that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the drug is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications to market the same drug for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the drug with orphan exclusivity. Competitors, however, may receive approval of different drugs for the indication for which the orphan drug has

exclusivity or obtain approval for the same drug but for a different indication for which the orphan drug has exclusivity. Orphan drug exclusivity also could block the approval of one of our therapeutic candidates for seven years if a competitor obtains approval of the same drug as defined by the FDA or if our therapeutic candidate is determined to be contained within the competitor's drug for the same indication or disease. If a drug designated as an orphan drug receives marketing approval for an indication broader than what is designated, it may not be entitled to orphan drug exclusivity. Orphan drug status in the European Union has similar, but not identical, benefits.

Pediatric Development

In the European Union, companies developing a new medicinal product must agree upon a Pediatric Investigation Plan, or PIP, with the EMA, and must conduct pediatric clinical trials in accordance with that PIP, unless a waiver applies, (i.e., because the relevant disease or condition occurs only in adults). The marketing authorization application for the product must include the results of pediatric clinical trials conducted in accordance with the PIP, unless a waiver applies, or a deferral has been granted, in which case the pediatric clinical trials must be completed at a later date. Products that are granted a marketing authorization on the basis of the pediatric clinical trials conducted in accordance with the PIP are eligible for a six-month extension of the protection under a supplementary protection certificate (if any is in effect at the time of approval) or, in the case of orphan medicinal products, a two year extension of the orphan market exclusivity. This pediatric reward is subject to specific conditions and is not automatically available when data in compliance with the PIP are developed and submitted.

Regulatory Data Protection in the European Union

In the European Union, new chemical entities approved on the basis of a complete independent data package qualify for eight years of data exclusivity upon grant of a marketing authorization and an additional two years of market exclusivity pursuant to Regulation (EC) No. 726/2004, as amended, and Directive 2001/83/EC, as amended. Data exclusivity prevents regulatory authorities in the European Union from referencing the innovator's data to assess a generic (abbreviated) application for a period of eight years. During the additional two-year period of market exclusivity, a generic marketing authorization application can be submitted, and the innovator's data may be referenced, but no generic medicinal product can be marketed until the expiration of the market exclusivity period. The overall 10-year period will be extended to a maximum of 11 years if, during the first eight years of those 10 years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to authorization, is held to bring a significant clinical benefit in comparison with existing therapies. Even if a compound is considered to be a new chemical entity so that the innovator gains the prescribed period of data exclusivity, another company may market another version of the product if such company obtained marketing authorization based on an MAA with a complete independent data package of pharmaceutical tests, preclinical tests and clinical trials.

Periods of Authorization and Renewals

A marketing authorization is valid for five years, in principle, and it may be renewed after five years on the basis of a re-evaluation of the risk benefit balance by the EMA or by the competent authority of the authorizing member state. To that end, the marketing authorization holder must provide the EMA or the competent authority with a consolidated version of the file in respect of quality, safety and efficacy, including all variations introduced since the marketing authorization was granted, at least nine months before the marketing authorization ceases to be valid. Once renewed, the marketing authorization is valid for an unlimited period, unless the European Commission or the competent authority decides, on justified grounds relating to pharmacovigilance, to proceed with one additional five-year renewal period. Any authorization that is not followed by the placement of the product on the European Union market (in the case of the centralized procedure) or on the market of the authorizing member state within three years after authorization ceases to be valid.

Controlled Drugs Classification

In the UK, psilocybin and psilocin are considered Class A drugs under the Misuse of Drugs Act 1971, as amended, and as Schedule 1 drugs under the Misuse of Drugs Regulations 2001, as amended. Class A drugs are considered to be the most potentially harmful, and have the highest level of control exerted over them under the Misuse of Drugs Act 1971. Similarly, Schedule 1 of the Misuse of Drugs Regulations 2001 lists those drugs to which the most restrictive controls apply: they are considered to have no legitimate or medicinal use, and can only be imported, exported, produced, supplied and the like under a license issued by the UK Government's Home Office. If and when granted a marketing authorization by the MHRA in respect of the UK, psilocybin would still remain a Schedule 1 drug until rescheduled by the UK Government's Home Office. Unless and until psilocybin is rescheduled under the Misuse of Drugs Regulations 2001, and unless a statutory exemption was to be passed for COMP360 following the grant of a UK marketing authorization and before rescheduling, any prescribing doctors in the UK would require a Home Office license to prescribe COMP360, and similarly any patients to whom COMP360 was prescribed would require a Home Office license to possess COMP360. There can be no guarantee that such Home Office licenses would be granted or that rescheduling would be successful.

The position in the member states of the European Union is not harmonized: member states have implemented the relevant UN Conventions (the Single Convention of Narcotic Drugs 1961 and the Convention on Psychotropic Substances 1971) into their national legislation, which has led to differences in how controlled substances are regulated in different countries of the European Union. It is therefore important to determine at a national level whether a substance is controlled and to comply with the applicable legal requirements. If we are successful in obtaining a marketing authorization in key EU member states, it is likely that rescheduling of psilocybin will also be required to enable prescribing.

Regulatory Requirements After Marketing Authorization

Following approval, the holder of the marketing authorization is required to comply with a range of requirements applicable to the manufacturing, marketing, promotion and sale of the medicinal product.

These include compliance with the European Union's stringent pharmacovigilance or safety reporting rules, pursuant to which post-authorization studies and additional monitoring obligations can be imposed. The holder of a marketing authorization must establish and maintain a pharmacovigilance system and appoint an individual qualified person for pharmacovigilance, who is responsible for oversight of that system. Key obligations include expedited reporting of suspected serious adverse reactions and submission of periodic safety update reports, or PSURs.

In addition, all new MAAs must include a risk management plan, or RMP, describing the risk management system that the company will put in place and documenting measures to prevent or minimize the risks associated with the product. The regulatory authorities may also impose specific obligations as a condition of the marketing authorization. Such risk-minimization measures or post-authorization obligations may include additional safety monitoring, more frequent submission of PSURs, or the conduct of additional clinical trials or post-authorization safety studies. RMPs and PSURs are routinely available to third parties requesting access, subject to limited redactions.

Furthermore, the manufacturing of authorized products, for which a separate manufacturer's license is mandatory, must also be conducted in strict compliance with the EMA's cGMP requirements and comparable requirements of other regulatory bodies in the European Union, which mandate the methods, facilities and controls used in manufacturing, processing and packing of products to assure their safety and identity.

Finally, the marketing and promotion of authorized products, including industry-sponsored continuing medical education and advertising directed toward the prescribers of products, are strictly regulated in the European Union under Directive 2001/83/EC, as amended. The advertising of prescription-only medicines to the general public is not permitted in the European Union. Although general requirements for

advertising and promotion of medicinal products are established under EU Directive 2001/83/EC as amended, the details are governed by regulations in each European Union member state (as well as Iceland, Norway and Liechtenstein) and can differ from one country to another.

Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we obtain regulatory approval. In the United States and markets in other countries, sales of any psilocybin therapy for which we receive regulatory approval for commercial sale will depend, in part, on the availability of coverage and reimbursement for our products from third-party payors, such as government health care programs (e.g., Medicare, Medicaid), managed care providers, private health insurers, health maintenance organizations, and other organizations. These third-party payors decide which medications they will pay for and will establish reimbursement levels. The availability of coverage and extent of reimbursement by governmental and other third-party payors is essential for most patients to be able to afford treatments such as novel therapies. In the United States, the principal decisions about reimbursement for new medicines are typically made by CMS. CMS decides whether and to what extent our products will be covered and reimbursed under Medicare and private payors tend to follow CMS to a substantial degree. Factors payors consider in determining reimbursement are based on whether the product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Our ability to successfully commercialize our product candidates, whether as a single agent or combination therapy, will depend in part on the extent to which coverage and adequate reimbursement for our products and related treatments will be available from third-party payors. Moreover, a payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Even if coverage is provided, the approved reimbursement amount may not be high enough to allow us to establish or maintain price levels sufficient to realize an appropriate return on our investment in product development.

No uniform policy for coverage and reimbursement for products exist among third-party payors in the United States. Therefore, coverage and reimbursement for our products can differ significantly from payor to payor. The process for determining whether a payor will provide coverage for a product may be separate from the process for setting the reimbursement rate that the payor will pay for the product. One payor's determination to provide coverage for a medical product or service does not ensure that other payors will also provide coverage for the medical product or service, or will provide coverage at an adequate reimbursement rate. Third-party payors may also limit coverage to specific products on an approved list, or formulary, which might not include all of the FDA-approved products for a particular indication.

A decision by a third-party payor not to cover or not to separately reimburse for our medical products or therapies using our products could reduce physician utilization of our products once approved and have a material adverse effect on our sales, results of operations and financial condition. If there is coverage for our product candidates, or therapies using our product candidates by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high. We cannot be sure that coverage and reimbursement in the United States, will be available for our current or future product candidates, or for any procedures using such product

candidates, and any reimbursement that may become available may not be adequate or may be decreased or eliminated in the future. Further, if we or our collaborators develop therapies for use with our product candidates, we, or our collaborators, will be required to obtain coverage and reimbursement for these therapies separate and apart from the coverage and reimbursement we seek for our product candidates, once approved.

Further, third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. In order to secure coverage and reimbursement for any product candidate that might be approved for sale, we may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of such product, in addition to the costs required to obtain FDA or comparable regulatory approvals. Additionally, we may also need to provide discounts to purchasers, private health plans or government healthcare programs. Our product candidates may nonetheless not be considered medically necessary or cost-effective. If third-party payors do not consider a product to be cost-effective compared to other available therapies, they may not cover the product, after approval, as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit. A decision by a third-party payor not to cover a product could reduce physician utilization once the product is approved and have a material adverse effect on sales, our operations and financial condition. We expect to experience pricing pressures from third-party payors in connection with the potential sale of any of our product candidates.

Lastly, in some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, in the European Union, pricing and reimbursement schemes vary widely from country to country. Some EU member states provide that products may be marketed only after a reimbursement price has been agreed. Some EU member states may require the completion of additional studies that compare the cost effectiveness of a particular product candidate to currently available therapies (so called health technology assessments) in order to obtain reimbursement or pricing approval. For example, the European Union provides options for its member states to restrict the range of products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. EU member states may approve a specific price for a product or may instead adopt a system of direct or indirect controls on the profitability of the company placing the product on the market. Approaches between EU member states are diverging. For example, in France, effective market access will be supported by agreements with hospitals and products may be reimbursed by the Social Security Fund. The price of medicines is negotiated with the Economic Committee for Health Products, or CEPS. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our product candidates. Other EU member states allow companies to fix their own prices for products, but monitor and control prescription volumes and issue guidance to physicians to limit prescriptions. Recently, many countries in the European Union have increased the level of discounts required on pharmaceuticals and these efforts could continue as countries attempt to manage healthcare expenditures, especially in light of the severe fiscal and debt crises experienced by many countries in the European Union. The downward pressure on healthcare costs in general, particularly prescription products, has become intense. As a result, increasingly high barriers are being erected to the entry of new products. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various European Union member states and parallel trade (arbitrage between low-priced and high-priced member states) can further reduce prices. Acceptance of any medicinal product for reimbursement may come with cost, use and often volume restrictions, which again can vary by country. In addition, results-based rules of reimbursement may apply. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products, if approved in those countries. Historically, products launched in the European Union do not follow price structures of the United States and generally prices tend to be significantly lower.

Notwithstanding any of the above, as Schedule I substances under the Controlled Substances Act, psilocybin and psilocin are currently deemed to have no accepted medical use and therapies that use psilocybin or psilocin are currently precluded from reimbursement in the United States.

Other Healthcare Laws and Compliance Requirements

Healthcare providers, physicians, and third-party payors will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our business operations and any current or future arrangements with third-party payors, healthcare providers and physicians may expose us to broadly applicable federal and state fraud and abuse laws, as well as other healthcare laws and regulations. These laws may impact, among other things, our business or financial arrangements and relationships through which we research, as well as market, sell and distribute the psilocybin therapies for which we obtain approval. In addition, we may be subject to health information privacy regulation by both the federal government and the states in which we conduct our business. In the United States the laws that may affect our ability to operate include, among others:

- The federal Anti-Kickback Statute, which prohibits, among other things, persons and entities from knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce, or in return for, either the referral of an individual, or the purchase, lease, order, arrangement or recommendation of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as Medicare and Medicaid. The term remuneration has been interpreted broadly to include anything of value. Further, courts have found that if “one purpose” of remuneration is to induce referrals, the federal Anti-Kickback Statute is violated. The federal Anti-Kickback Statute has been interpreted to apply to arrangements between manufacturers on one hand and prescribers, purchasers, and formulary managers on the other. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it to have committed a violation. Violations are subject to significant administrative civil and criminal fines and penalties for each violation, plus up to three times the remuneration involved, imprisonment, and exclusion from government healthcare programs. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act, or FCA, or federal civil money penalties statute. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution; but the exceptions and safe harbors are drawn narrowly and require strict compliance in order to offer protection;
- The federal civil and criminal false claims laws, such as the FCA, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented claims for payment or approval from Medicare, Medicaid, or other third-party payors, that are false, fictitious, or fraudulent; from knowingly making, using or causing to be made or used, a false statement or record material to a false or fraudulent claim or obligation to pay or transmit property to the federal government; or from knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay money to the federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to “cause” the submission of false or fraudulent claims. The FCA also permits a private individual acting as a “whistleblower” to bring qui tam actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. When an entity is determined to have violated the FCA, the government may impose civil fines and penalties for each false claim, plus treble damages, and exclude the entity from participation in Medicare, Medicaid and other federal healthcare programs;
- The federal civil monetary penalties laws, which impose civil fines for, among other things, the offering or transferring of remuneration, which includes, without limitation, any transfer of items or

services for free or for less than fair market value (with limited exceptions), to a Medicare or Medicaid beneficiary that the person knows or should know is likely to influence the beneficiary's selection of a particular provider, practitioner, or supplier of items or services reimbursable by a federal or state healthcare program;

- The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal liability for knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (i.e., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false, fictitious, or fraudulent statements or representations in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and its respective implementing regulations, which imposes, among other things, certain requirements on certain covered healthcare providers, health plans, and healthcare clearinghouses as well as their respective business associates relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to business associates, those independent contractors or agents of covered entities that create, receive, maintain, transmit or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney's fees and costs associated with pursuing federal civil actions;
- The federal Physician Payment Sunshine Act, created under the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, collectively, the Affordable Care Act, or ACA, which requires applicable manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program to report annually to the U.S. Department of Health and Human Services, or HHS, information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by the physicians described above and their immediate family members. Effective January 1, 2022, these reporting obligations will extend to include transfers of value made during the previous year to certain non-physician providers, such as physician assistants and nurse practitioners;
- Federal government price reporting laws, which require us to calculate and report complex pricing metrics in an accurate and timely manner to government programs;
- Federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers; and
- Analogous state and foreign equivalents of each of the healthcare laws and regulations described above, such as anti-kickback and false claims laws, which may apply to items or services reimbursed by any third-party payor, including commercial insurers or patients; state and local marketing and/or transparency laws applicable to manufacturers that may be broader in scope than the federal requirements; state laws that require pharmaceutical companies to comply with

the pharmaceutical industry voluntary compliance guidelines and other relevant compliance guidance promulgated by the federal government, such as the April 2003 Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or the Pharmaceutical Research and Manufacturers of America's Code on Interactions with Healthcare Professionals; state laws that require the reporting of information related to drug pricing; state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures and pricing information; state and local laws that require the licensure and/or registration of pharmaceutical sales representatives; and state and foreign laws governing the privacy and security of health information that may be more stringent than those in the United States (such as the European Union, which adopted GDPR, which became effective on May 25, 2018), many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive record-keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

The full scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform. Federal and state enforcement bodies have continued to increase their scrutiny on interactions between healthcare companies and healthcare providers, which has led to a number of significant investigations, prosecutions, convictions and settlements in the healthcare industry. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations, including our arrangements with physicians and other healthcare providers and entities, such as our Centers of Excellence or therapists, are found to be in violation of any of such laws or any other governmental regulations that apply to us, we may be subject to significant penalties, including, without limitation, administrative, civil and criminal penalties, damages, fines, disgorgement, contractual damages, reputational harm, diminished profits and future earnings, the curtailment or restructuring of our operations, exclusion from participation in federal and state healthcare programs (such as Medicare and Medicaid), imprisonment, and additional oversight and reporting obligations if we become subject to a corporate integrity agreement or similar settlement to resolve allegations of non-compliance with these laws and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our financial results. If any of the physicians or other healthcare providers or entities with whom we expect to do business, including our Centers of Excellence and therapists, are found to be not in compliance with applicable laws, they may be subject to similar actions, penalties and sanctions.

Ensuring that our current and future business arrangements with third parties, and our business generally, comply with applicable healthcare laws and regulations, as well as responding to possible investigations by government authorities, can be time- and resource-consuming and can divert a company's attention from its business.

European Data Collection is Governed by Restrictive Regulations Governing the Use, Processing and Cross-border Transfer of Personal Information.

In the event we decide to conduct future clinical trials in the European Union, we may be subject to additional privacy and data protection requirements and restrictions. The collection, use, storage, disclosure, transfer, or other processing of personal data regarding individuals in the EEA, including personal health data, is subject to European Union and national level data protection and privacy laws including, most notably GDPR, which became effective on May 25, 2018. The GDPR is wide-ranging in scope and imposes numerous requirements on entities that process personal data, including requirements relating to processing health and other sensitive data, obtaining consent of the individuals to whom the personal data relates, providing information to individuals regarding data processing activities, implementing safeguards to protect the security and confidentiality of personal data, providing notification

of data breaches, and taking certain measures when engaging third-party processors that will have access to personal data. The GDPR also imposes strict rules on the transfer of personal data to countries outside the EEA, including the United States. Entities that fail to comply with the requirements of the GDPR may be subject to very significant penalties, including potential fines of up to the greater of €20 million or 4%. The GDPR may increase our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including as implemented by individual countries. Compliance with the GDPR will be a rigorous, costly and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with our European personal data processing activities. Further, the UK's decision to leave the EU, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the UK and how transfers from the EU to the UK will be regulated once the UK's departure from the European Union is finalized.

Healthcare Reform

In the United States and in some foreign jurisdictions, there have been, and likely will continue to be, a number of legislative and regulatory changes and proposed changes regarding the healthcare system directed at broadening the availability of healthcare, improving the quality of healthcare, and containing or lowering the cost of healthcare. For example, in March 2010, the ACA was enacted, which, among other things, increased rebates for drugs sold to Medicaid programs owed by most manufacturers under the Medicaid Drug Rebate Program and extends the rebate program to individuals enrolled in Medicaid managed organizations; introduced a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected; imposes mandatory discounts for certain Medicare Part D beneficiaries in which manufacturers must agree to offer 50% (increased to 70% pursuant to the Bipartisan Budget Act of 2018, or BBA, effective as of January 2019) point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period as a condition for manufacturers' outpatient drugs coverage under Medicare Part D; subjects drug manufacturers of certain branded prescription drugs to new annual, nondeductible fees and taxes; expanded healthcare fraud and abuse laws (including the FCA and the Anti-Kickback Statute), government investigative powers and enhances penalties for non-compliance; expands eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability; expands the entities eligible for discounts under the 340B Drug Pricing Program; created new requirements to report financial arrangements with physicians, as defined by such law, and teaching hospitals, commonly referred to as the Physician Payments Sunshine Act; created a new requirement to annually report the identity and quantity of drug samples that manufacturers and authorized distributors of record provide to physicians; created a new Patient Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research; and established the Center for Medicare and Medicaid Innovation at the Centers for Medicare & Medicaid Services, or CMS, an agency within HHS, to test innovative payment and service delivery models to lower Medicare and Medicaid spending.

Since its enactment, there have been numerous judicial, administrative, executive, and legislative challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA in the future. Various portions of the ACA are currently undergoing legal and constitutional challenges in the United States Supreme Court; the Trump Administration has issued various Executive Orders which eliminated cost sharing subsidies and various provisions that would impose a fiscal burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices; and Congress has introduced several pieces of legislation aimed at significantly revising or repealing the ACA. Also, in December 2018, CMS issued a final rule permitting further collections and payments to and from

certain ACA qualified health plans and health insurance issuers under the ACA risk adjustment program. Since then, the ACA risk adjustment program payment parameters have been updated annually. It is unclear whether the ACA will be overturned, repealed, replaced, or further amended.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. For example, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. Specifically, the Joint Select Committee on Deficit Reduction was created to recommend to Congress proposals in spending reductions. The Joint Select Committee on Deficit Reduction did not achieve a targeted deficit reduction of at least \$1.2 trillion for the years 2012 through 2021, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of up to 2% per fiscal year that will, due to subsequent legislative amendments, remain in effect through 2030 unless additional Congressional action is taken. However, pursuant to the Coronavirus Aid, Relief and Economic Security Act, or CARES Act, the 2% Medicare sequester reductions have been suspended from May 1, 2020 through December 31, 2020 due to the COVID-19 pandemic. On January 2, 2013, the American Taxpayer Relief Act was signed into law, which, among other things, reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Further, on May 30, 2018, the Right to Try Act was signed into law. The law, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase I clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a drug manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, CMS may develop new payment and delivery models, such as bundled payment models. Recently, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products. Such scrutiny has resulted in several recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare, and reform government program reimbursement methodologies for pharmaceutical products. For example, at the federal level, the Trump administration's budget proposal for fiscal year 2021 includes a \$135 billion allowance to support legislative proposals seeking to reduce drug prices, increase competition, lower out-of-pocket drug costs for patients, and increase patient access to lower-cost generic and biosimilar drugs. On March 10, 2020, the Trump administration sent "principles" for drug pricing to Congress, calling for legislation that would, among other things, cap Medicare Part D beneficiary out-of-pocket pharmacy expenses, provide an option to cap Medicare Part D beneficiary monthly out-of-pocket expenses, and place limits on pharmaceutical price increases. Additionally, the Trump administration previously released a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contained proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out of pocket costs of drug products paid by consumers. HHS has solicited feedback on some of these measures and has implemented others under its existing authority. For example, in May 2019, CMS issued a final rule to allow Medicare Advantage Plans the option of using step therapy, a type of prior authorization, for Part B drugs beginning January 1, 2020. This final rule codified CMS's policy change that was effective January 1, 2019. On July 24, 2020, the Trump administration announced four executive orders related to prescription drug pricing. Although a number of these and other measures may require additional authorization to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

We expect that additional foreign, federal and state healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in limited coverage and reimbursement and reduced demand for our products, once approved, or additional pricing pressures.

Legal Proceedings

From time to time, we may be a party to litigation or subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not have a material adverse effect on our results of operations, cash flows and financial position. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors. We were not a party to any material litigation as of June 30, 2020. We were not a party to any material litigation and did not have material contingency reserves established for any liabilities as of December 31, 2019 and June 30, 2020.

Facilities

We lease a facility of 4750 square feet of office space, located at 19 Eastbourne Terrace, London, W2 6LG, United Kingdom. The lease expires in 2021. We also lease 200 square feet of office space at 180 Varick Street, New York, New York 10014, United States. The lease expires in 2021.

In New York City, we are part of the BioLabs@NYULangone incubator space on the New York University School of Medicine campus. We are also participants in the START-UP NY program, which is an initiative from the New York State Department of Economic Development. Together, BioLabs@NYULangone and START-UP NY include tax and other incentive programs for us and our local employees.

We believe our facilities are adequate for our current needs, including our short-term needs, and that suitable additional or substitute space would be available in London or New York City if needed.

Employees

As of June 30, 2020, we had 48 full-time employees and five part-time employees. Of these, nine employees hold M.D. and/or Ph.D. degrees.

Of our workforce, 29 full-time equivalent, or FTE, employees are directly engaged in research and development with the rest providing administrative, business and operations support.

None of our employees are represented by labor unions or covered by collective bargaining agreements. We have not experienced any employee litigation or claims and consider our employee relations to be good. We have a comprehensive employee engagement program in place and carry out regular surveys with our whole team to obtain feedback and ideas for improvement.

MANAGEMENT

Executive Officers and Directors

The following table sets forth the name, age and position of our executive officers and directors as of August 28, 2020.

NAME	AGE	POSITION(S)
Executive Officers:		
George Goldsmith	65	Chief Executive Officer, Co-Founder, Chair of our Board of Directors
Lars Christian Wilde	35	President, Chief Business Officer, Co-Founder
Piers Morgan	54	Chief Financial Officer
Nate Poulsen	41	General Counsel and Head of Legal, Intellectual Property and Licensing
Ekaterina Malievskaja, M.D., MScPH.	54	Chief Innovation Officer, Co-Founder, Director
Non-Executive Directors:		
Florian Brand	33	Director
Annalisa Jenkins, MBBS	55	Director
Thomas Lönngren	69	Director
David York Norton	69	Director
Jason Camm	32	Director
Robert McQuade	63	Director

Executive Officers

George Goldsmith has served as our Chief Executive Officer and Chair of our board of directors since June 2017. Previously, Mr. Goldsmith served as Chairman and Chief Executive Officer at Tapestry Networks, which he co-founded in 2002, until 2005, and continues to serve as Non-Executive Chairman. Mr. Goldsmith was Chief Executive Officer of TomorrowLab@McKinsey from 2000 to 2001, and prior to that served as Senior Advisor to McKinsey & Company from 1997 to 2000. Prior to that he served as Managing Director of the Lotus Institute after the Lotus Development Corporation's acquisition of his first company, The Human Interface Group. Mr. Goldsmith also serves on the board of directors of COMPASS Pathways Limited. Mr. Goldsmith received his bachelor's degree in Psychology from the University of Rochester and his masters in Clinical Psychology from the University of Connecticut.

Lars Christian Wilde has served as our President since June 2019 and previously served as Chief Operating Officer since our formation. Previously, Mr. Wilde was the founder and CEO of Springlane GmbH, or Springlane, which he founded in 2012, and was also a co-founder of ATAI Life Sciences AG. Prior to founding Springlane, Mr. Wilde served as an investor at Waterland Private Equity. Mr. Wilde received his bachelor's degree in Business Administration from Rotterdam School of Management, Erasmus University in the Netherlands and his masters in Finance from IE Business School in Spain.

Piers Morgan has served as our Chief Financial Officer since March 2020. Previously, Mr. Morgan served as Chief Financial Officer of Verona Pharma plc from 2016 to 2020. From November 2015 to September 2016, Mr. Morgan was an independent consultant. From May 2014 to November 2015, Mr. Morgan was the Chief Executive Officer of C4X Discovery plc, a biotechnology company. Prior to C4X, Mr. Morgan co-founded uniQure N.V., a biotechnology company in Amsterdam, where he served as Chief Financial Officer from December 2009 to May 2014. Mr. Morgan is a director of Ikarovec Ltd and a member of the Institute of Chartered Accountants in England and Wales and received an M.A. in Law and Management Studies from the University of Cambridge.

Nate Poulsen, J.D., has served as our General Counsel and Head of Legal, Intellectual Property, and Licensing, since joining us in 2019. Previously, Mr. Poulsen worked as a lawyer with Cooley LLP, since 2012. Mr. Poulsen is a registered patent attorney. Prior to beginning his legal career in 2006, Mr. Poulsen served as a medicinal chemist for NPS Pharmaceuticals, as a researcher in the Department of Neurology at Columbia Presbyterian Medical Center, and consulted on strategy in the medical device and consumer healthcare industries. Mr. Poulsen received his undergraduate degrees in mathematics, physics, and chemistry from Westminster College, MA in pharmacology from Columbia University, MBA from Cornell University's Johnson School of Management, and JD from Fordham University School of Law.

Ekaterina Malievskaia M.D., MScPH, has served as our Chief Innovation Officer since January 2020. Prior to her role as our Chief Innovation Officer, Dr. Malievskaia served as our Head of Research and Development from January 2019 to January 2020, and as our Chief Medical Officer from June 2017 to 2019. Dr. Malievskaia served as clinical faculty at Mount Sinai School of Medicine and as a research professor in Public Health at the City University of New York. Prior to these roles, Dr. Malievskaia worked in clinical, academic and public health since 1999 until co-founding COMPASS. Dr. Malievskaia received her Doctor of Medicine from St. Petersburg Medical Academy and her Master of Science in Public Health from Mount Sinai Grossman School of Medicine at New York University.

Non-Executive Directors

Florian Brand has served as a member of our board of directors since March 2019. Mr. Brand is the Co-Founder and Chief Executive Officer of ATAI, where he has served since 2018. From 2018 to 2019, Mr. Brand served as Chief Executive Officer of Perception Neurosciences, and from 2015 to 2018, Mr. Brand served as Managing Director of Springlane GmbH. Mr. Brand serves as a member of the board of directors of Perception Neuroscience, GABA Therapeutics, EntheogeniX Biosciences, DemeRX IB, Viridia Life Sciences, IntroSpect Digital Therapeutics and Innoplexus. Mr. Brand received his bachelor's in Economics from LMU Munich and his Masters in Management from ESCP Europe, Paris. We believe that Mr. Brand is qualified to serve on our board of directors because of his experience, qualifications, attributes and skills, including his extensive executive experience.

Annalisa Jenkins, MBBS, FRCP, has served as a member of our board of directors since May 2018. From November 2017 until April 2019, Dr. Jenkins served as the Chief Executive Officer of PlaqueTec Ltd., a biotechnology company focusing on coronary artery disease treatment and prevention. Previously, Dr. Jenkins served as the Chief Executive Officer and a member of the board of directors of Dimension Therapeutics, Inc., a biotechnology company focused on rare and metabolic diseases associated with the liver, from September 2014 until its sale to Ultragenyx Pharmaceutical Inc. in November 2017. From October 2013 to March 2014, Dr. Jenkins served as Executive Vice President, Head of Global Research and Development for Merck Serono Pharmaceuticals, a biopharmaceutical company. Previously, from September 2011 to October 2013, she served as Merck Serono's Executive Vice President, Global Development and Medical, and was a member of Merck Serono's executive committee. Prior to that, Dr. Jenkins pursued a 15-year career at Bristol-Myers Squibb Company, a biopharmaceutical company, where, from July 2009 to June 2011, she was a Senior Vice President and Head of Global Medical Affairs. Dr. Jenkins is currently a committee member of the science board to the FDA, which advises FDA leadership on complex scientific and technical issues, and chairs the Court of the London School of Hygiene and Tropical Medicine and sits on the Council. Dr. Jenkins serves on the board of directors of AgeX Therapeutics, Inc. (NYSE American: AGE), AvroBio, Inc. (Nasdaq: AVRO), Oncimmune Holdings plc (LSE: ONC) and a number of privately held biotechnology and life science companies. Dr. Jenkins graduated with a degree in medicine from St. Bartholomew's Hospital in the University of London and subsequently trained in cardiovascular medicine in the UK National Health Service. Earlier in her career, Dr. Jenkins served as a Medical Officer in the British Royal Navy. We believe Dr. Jenkins is qualified to serve on our board of directors based on her industry experience in the field in which we operate and her executive experience with companies in our industry.

Thomas Lönngren has served as a member of our board of directors since May 2018. Mr. Lönngren currently serves as the Director at PharmaExec Consulting AB and as a Strategic Advisor at the NDA Group, which he has done since 2010. From 2001 until 2010, Mr. Lönngren served as the Executive Director of the European Medical Agency. Mr. Lönngren currently serves on the board of directors of Analytica Brisbane, Global Kinetics corporation Melbourne Australia and NDA Group Sweden. Mr. Lönngren received his MSc in Pharmacy and his masters in Social and Regulatory Pharmacy from Uppsala University. We believe that Mr. Lönngren is qualified to serve on our board of directors because of his experience, qualifications, attributes and skills, including his extensive pharmaceutical consulting experience.

David Norton has served as a member of our board of directors since May 2018. Until his retirement in September 2011, Mr. Norton was Company Group Chairman, Global Pharmaceuticals for Johnson & Johnson, a public healthcare company. Mr. Norton began his Johnson & Johnson career in 1979, and held a number of positions at the company, including Company Group Chairman, Worldwide Commercial and Operations for the CNS, Internal Medicine franchise from 2006 to 2009, Company Group Chairman for the pharmaceutical businesses in Europe, the Middle East and Africa from 2004 to 2006, and Company Group Chairman for the pharmaceutical businesses in North America from 2003 to 2004. Mr. Norton currently serves as Chairman on the board of directors Vivus, Inc. (Nasdaq: VVUS), and serves on the board of directors of Mallinckrodt, PLC and Forepont Capital, LLC. Mr. Norton is a graduate of Control Data Institute, Australia and the College of Distributive Trades, United Kingdom. We believe that Mr. Norton is qualified to serve on our board of directors because of his experience, qualifications, attributes and skills, including his extensive global pharmaceutical experience.

Jason Camm has served as a member of our board of directors since February 2020. Mr. Camm currently serves as a Managing Director and the Chief Medical Officer at Thiel Capital, where he has worked since 2013. Mr. Camm currently serves on the board of directors of The Thiel Foundation, on the supervisory board of ATAI, which is a major shareholder of our company, and on the board of advisors of the Gerald J. and Dorothy R. Friedman School of Nutrition Science and Policy at Tufts University. Mr. Camm also serves on the board of directors of several privately held biotech companies in the United States and abroad. Mr. Camm received his master's degree in Osteopathy from The British School of Osteopathy. We believe that Mr. Camm is qualified to serve on our board of directors because of his experience, qualifications, attributes and skills, including his extensive medical experience.

Robert McQuade, Ph.D. has served as a member of our board of directors since April 2020. Dr. McQuade currently serves as the Executive Vice President & Chief Strategic Officer at Otsuka Pharmaceutical Development & Commercialization, Inc., or Otsuka, where he has served since 2004. Dr. McQuade is also the President of the McQuade Center for Strategic Research and Development LLC since 2020. Dr. McQuade currently serves on the board of directors of Otsuka America Pharmaceutical, Inc., Astex Pharmaceutical, Inc., Astex Pharmaceutical, Ltd., Avanir Pharmaceuticals, Visterra, Inc., Otsuka Pharmaceutical Development & Commercialization, Inc., Medical University of South Carolina Foundation for Research and Development, The Technology Accelerator Co., and Clinical Biotechnology Research Institute. Dr. McQuade received his degree in biology from Davidson College and completed his Ph.D. in biochemistry from University of North Carolina at Chapel Hill. Prior to joining Otsuka, Dr. McQuade worked in drug discovery research at Schering-Plough Corp. and in global medical affairs at Bristol-Myers Squibb company. We believe that Dr. McQuade is qualified to serve on our board of directors because of his experience, qualifications, attributes and skills, including his extensive pharmaceutical experience.

Family Relationships

George Goldsmith, our Chief Executive Officer and Chairman of our board of directors, is married to Ekaterina Malievskaja, our Chief Innovation Officer and a member of our board of directors. On August 19, 2020, the son of Dr. Malievskaja, who is currently employed by ATAI, one of our largest shareholders, entered into a contract of employment with us as Stakeholder Engagement and Operations

Associate and will begin work on or around October 1, 2020. As of August 28, 2020, there were no other family relationships between our executive officers and any of our directors.

Corporate Governance Practices

We are a “foreign private issuer,” as defined by the Securities and Exchange Commission, or SEC. As a result, in accordance with Nasdaq listing requirements, we may rely on home country governance requirements and certain exemptions thereunder rather than complying with Nasdaq corporate governance standards. While we intend to voluntarily follow most Nasdaq corporate governance rules, we may choose to take advantage of the following limited exemptions:

- Exemption from filing quarterly reports on Form 10-Q containing unaudited financial and other specified information or current reports on Form 8-K upon the occurrence of specified significant events.
- Exemption from Section 16 rules requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades in a short period of time, which will provide less data in this regard than shareholders of U.S. companies that are subject to the Exchange Act receive.
- Exemption from the Nasdaq requirement requiring disclosure of any waivers of the code of business conduct and ethics for directors and officers.
- Exemption from the requirement to obtain shareholder approval for certain issuances of securities, including shareholder approval of share option plans.
- Exemption from the requirement that our audit committee have review and oversight over all “related party transactions,” as defined in Item 7.B of Form 20-F.
- Exemption from the requirement that our board of directors have a compensation committee that is composed entirely of independent directors with a written charter addressing the committee’s purpose and responsibilities.
- Exemption from the requirement to have independent director oversight of director nominations.

Although we may rely on certain home country corporate governance practices, we must comply with Nasdaq’s Notification of Noncompliance requirement (Nasdaq Rule 5625) and the Voting Rights requirement (Nasdaq Rule 5640). Further, we must have an audit committee that satisfies Nasdaq Rule 5605(c)(3), which addresses audit committee responsibilities and authority and requires that the audit committee consist of members who meet the independence requirements of Nasdaq Rule 5605(c)(2)(A)(ii).

Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Securities Exchange Act of 1934, or the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act, the rules adopted by the SEC and Nasdaq listing rules.

Accordingly, our shareholders will not have the same protections afforded to shareholders of companies that are subject to all of the corporate governance requirements of Nasdaq. For an overview

of our corporate governance principles, see the section titled “Description of Share Capital and Articles of Association—Differences in Corporate Law.”

Composition of Our Board of Directors

Our board of directors is currently composed of eight members. As a foreign private issuer, under the listing requirements and rules of Nasdaq, we are not required to have independent directors on our board of directors, except that our audit and risk committee is required to consist fully of independent directors, subject to certain phase-in schedules. However, our board of directors has determined that, of our eight directors, no director other than _____ has a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of director and that each of these directors is “independent” as that term is defined under Nasdaq rules.

In addition, upon the completion of this offering and pursuant to our Amended and Restated Shareholders’ Agreement, ATAI and McQuade Center for Strategic Research and Development, or MSRD, are each entitled to appoint one member of our board of directors, and for so long as ATAI owns at least 22.5% of our fully diluted share capital, ATAI is entitled to appoint a second member of our board of directors. As of the date of this prospectus, MSRD has appointed Mr. McQuade to our board, and ATAI has exercised this right and appointed _____ and _____ to our board, each such appointment to be effective upon the completion of this offering.

Our Articles that will be in effect upon completion of this offering provide that, our board of directors will be divided into three classes, designated as “Class I,” “Class II” and “Class III,” each of which will consist, as nearly as possible, of one-third of the total number of directors constituting our entire board of directors and which will serve staggered three-year terms. At each annual general meeting, the successors of directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Directors of the class retiring at the annual general meeting shall be eligible for re-appointment by ordinary resolution at such annual general meeting.

At every subsequent annual general meeting any director who has been appointed by our board of directors since the last annual general meeting must retire from office and may offer themselves for reappointment by our shareholders by ordinary resolution. See “Description of Share Capital and Articles of Association—Post-IPO Articles of Association—Board of Directors.”

Committees of Our Board of Directors

Our board of directors has three standing committees: an audit and risk committee, a compensation and leadership development committee and a nominating and corporate governance committee.

Audit and Risk Committee

Our audit and risk committee consists of _____, _____ and _____ and assists our board of directors in overseeing our accounting and financial reporting processes. _____ will serve as chair of our audit and risk committee. Our audit and risk committee consists exclusively of members of our board of directors who are financially literate, and _____ is considered an “audit committee financial expert” as defined by applicable SEC rules and has the requisite financial sophistication as defined under the applicable Nasdaq rules and regulations. Our board of directors has determined that all of the members of our audit and risk committee satisfy the “independence” requirements set forth in Rule 10A-3 under the Exchange Act. Our audit and risk committee will meet at least four times per year and oversee and review our internal controls, accounting policies and financial reporting, and provide a forum through which our independent registered public accounting firm reports. Our audit and risk committee will meet regularly with our independent registered public accounting firm without management present. Upon the listing of our ADSs on Nasdaq, the audit and risk committee will operate under a written charter that satisfies the applicable standards of the SEC and Nasdaq.

Our audit and risk committee's responsibilities will include:

- recommending the appointment of the independent auditor to the annual general meeting of shareholders;
- the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- pre-approving the audit services and non-audit services to be provided by our independent auditor before the auditor is engaged to render such services;
- evaluating the independent auditor's qualifications, performance and independence, and presenting its conclusions to our full board of directors on at least an annual basis;
- reviewing and discussing with management and our independent registered public accounting firm our financial statements and our financial reporting process; and
- reviewing, approving or ratifying any related party transactions.

Compensation and Leadership Development Committee

Our compensation and leadership development committee consists of _____, _____ and _____. _____ will serve as chair of our compensation and leadership development committee. Under SEC and Nasdaq rules, there are heightened independence standards for members of our compensation and leadership development committee, including a prohibition against the receipt of any compensation from us other than standard board member fees. Although foreign private issuers are not required to meet this heightened standard, all of our compensation and leadership development committee members are expected to meet this heightened standard.

Our compensation and leadership development committee's responsibilities will include:

- identifying, reviewing and proposing policies relevant to the compensation and benefits of our directors and executive officers;
- evaluating the performance of our principal executive officers in light of such corporate goals and objectives and based on such evaluation: (i) determining cash compensation of our principal executive officer; and (ii) reviewing and approving grants and awards to our principal executive officer under equity-based plans;
- overseeing and administering our employee share option scheme or equity incentive plans in operation from time to time;
- annually reviewing and recommending to our board of directors the corporate goals and objectives relevant to the compensation of our principal executive officer;
- reviewing and approving or recommending to our board of directors the cash compensation of our other executive officers;
- reviewing and establishing our overall management compensation, philosophy and policy;
- evaluating and assessing potential and current compensation advisors in accordance with the independence standards identified in the applicable rules;
- reviewing and recommending to our board of directors the compensation of our directors;

- preparing the compensation committee report required by SEC rules, if and when required, to be included in our annual proxy statement; and
- reviewing and approving the retention, termination or compensation of any consulting firm or outside advisor to assist in the evaluation of compensation matters.

Each member of our compensation and leadership development committee will be a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act.

Nominating and Corporate Governance Committee

Our nominating committee consists of _____, _____ and _____ will serve as chair of our nominating and corporate governance committee.

Our nominating and corporate governance committee's responsibilities will include:

- drawing up selection criteria and appointment procedures for directors;
- assessing the functioning of individual members of our board of directors and executive officers and reporting the results of such assessment to our board of directors;
- establishing procedures for identifying and evaluating board of director candidates, including nominees recommended by shareholders;
- reviewing the composition of our board of directors to ensure that it is composed of members containing the appropriate skills and expertise to advise us;
- recommending to our board of directors the persons to be nominated for election as directors and to each of our board of directors' committees;
- developing and recommending to our board of directors a code of business conduct and ethics and a set of corporate governance guidelines; and
- overseeing the evaluation of our board of directors and management.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics, or Code of Ethics, applicable to our and our subsidiaries' employees, independent contractors, senior management and directors, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. A current copy of the Code of Ethics is posted on our website, which is located at www.compasspathways.com. Information contained on, or that can be accessed through, our website does not constitute a part of this prospectus and is not incorporated by reference herein.

Compensation of Executive Officers and Directors

For the year ended December 31, 2019, the aggregate compensation accrued or paid to the members of our board of directors and our executive officers for services in all capacities was £2,427,664, including the estimated grant date fair value of share-based compensation awarded in the fiscal year ended December 31, 2019. This share-based compensation included (i) options to purchase an aggregate of 1,771,686 ordinary shares with an exercise price of less than £0.01 per share and options to purchase an aggregate of 2,013,714 ordinary shares with an exercise price of £0.13 per share, in each case that expire 10 years after the date of grant and (ii) a share award of 871,911 shares at a purchase price less than £0.01 per share. The total amounts accrued to provide pension, retirement or similar benefits for our directors and officers for the fiscal year ended December 31, 2019 was £4,715.

Non-Executive Director Appointment Letters

We have entered into appointment letters with each non-executive director who is not affiliated with one of our investor shareholders. The appointment letters provide for a share option grant as compensation for services. In accordance with each appointment letter, such non-executive director's directorship may be terminated on the final day of any month by either party giving 30 days' written notice.

Executive Employment Contracts

We engage our executive officers using standard terms as set out in our executive offer letter agreements. These agreements entitle the executive officers to receive an annual base salary. These agreements also entitle the executive officer to participate in a discretionary bonus scheme, the amount of any such bonus to be determined at the compensation and leadership development committee's sole discretion. This agreement also entitles the executive officer to participate in our equity incentive plans, the amount of such equity participation to be determined at the compensation and leadership development committee's sole discretion. We also contribute a certain percentage of the executive officer's basic salary to a group personal pension scheme. The executive officer is entitled to a number of additional benefits generally available to our employees.

The agreements entered into by Messrs. Morgan, Goldsmith and Wilde and Dr. Malievskaja may be terminated by either party giving the other party notice (six months' notice, in the case of Mr. Morgan, three months' notice in the case of Dr. Malievskaja and Mr. Goldsmith, and the applicable statutory notice period under German law, in the case of Mr. Wilde). We reserve the right to place the executive officer on garden leave at any time after notice has been given by either party, and to pay in lieu of notice. We may terminate the agreement without notice or payment in lieu of notice in certain circumstances as a result of the executive officer's behavior or conduct, including for example, repeated breach of the service agreement after warning from us, dishonesty, gross misconduct or willful neglect in the discharge of their duties under the service agreement.

These agreements (other than the agreement with Mr. Wilde) contain standard intellectual property and confidentiality provisions, which survive termination and also contain 12-month non-competition and non-solicitation restrictive covenants, which may be reduced by any time spent on garden leave. Mr. Wilde is subject to a noncompetition covenant during his employment with us and is subject to intellectual property and confidentiality provisions in accordance with German law.

Outstanding Equity Program

In 2017, we established an option pool for purposes of granting share options and allotting shares to our employee and non-employee service providers.

As of December 31, 2019, we had reserved 26,849,286 ordinary shares for the employee share option pool (amounts to 13.2% of our issued share capital on a fully diluted basis) of which 1,771,686 ordinary shares have been issued, options for 13,551,192 ordinary shares have been granted and 11,526,408 ordinary shares remain unallocated in the employee share option pool. On March 9, 2020, we increased the share option pool to 15.0% of our issued share capital on a fully-diluted basis.

In connection with a sale, our board of directors may provide that such options shall be exchanged for options of the acquirer. If such exchange does not occur, such options shall be exercisable in full (and if not so exercised, shall lapse). In connection with an asset sale, such options may be exercised in full within such period of time as specified by our board of directors (and if not so exercised, shall lapse). In connection with this offering, options shall immediately vest in full, subject to such rules as we adopt in connection to dealings in shares and options by our employees. In connection with any variation in share capital, our board of directors has discretion to take action to prevent the dilution or enlargement of intended benefits.

Any amendment may not affect an award which has already been granted without the consent of the affected grantee.

2020 Share Option and Incentive Plan

We intend to adopt the 2020 Share Option and Incentive Plan, or the 2020 Plan, which will be effective the day prior to the listing of our ADSs on Nasdaq. The 2020 Plan allows the compensation and leadership development committee to make equity-based and cash-based incentive awards to our officers, employees, directors and other key persons (including consultants). The material terms of the 2020 Plan are summarized below. Except where the context indicates otherwise, references hereunder to our ordinary shares shall be deemed to include a number of ADSs equal to an ordinary share.

We have initially reserved _____ ordinary shares, or the Initial Limit, for the issuance of awards under the 2020 Plan. The 2020 Plan provides that the number of shares reserved and available for issuance under the plan will automatically increase each January 1, beginning on January 1, 2021, by _____ of the outstanding number of ordinary shares on the immediately preceding December 31, or such lesser number of shares as determined by our compensation and leadership development committee, or the Annual Increase. This number is subject to adjustment in the event of a sub-division, consolidation, share dividend or other change in our capitalization.

The ordinary shares underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without any issuance of shares, expire or are otherwise terminated (other than by exercise) under the 2020 Plan will be added back to the ordinary shares available for issuance under the 2020 Plan.

The maximum aggregate number of shares that may be issued in the form of incentive share options shall not exceed the Initial Limit cumulatively increased on January 1, 2021 and on each January 1 thereafter by the lesser of the Annual Increase for such year or _____ ordinary shares.

The 2020 Plan will be administered by our compensation and leadership development committee. Our compensation and leadership development committee has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2020 Plan. Persons eligible to participate in the 2020 Plan will be those full or part-time officers, employees, non-employee directors and other key persons (including consultants) as selected from time to time by our compensation and leadership development committee in its discretion.

The 2020 Plan permits the granting of both options to purchase ordinary shares intended to qualify as incentive share options under Section 422 of the Code, and options that do not so qualify. The option exercise price of each option will be determined by our compensation and leadership development committee but may not be less than 100% of the fair market value of our ordinary shares on the date of grant. The term of each option will be fixed by our compensation and leadership development committee and may not exceed 10 years from the date of grant. Our compensation and leadership development committee will determine at what time or times each option may be exercised.

Our compensation and leadership development committee may award share appreciation rights subject to such conditions and restrictions as it may determine. Share appreciation rights entitle the recipient to ordinary shares, or cash, equal to the value of the appreciation in our share price over the exercise price. The exercise price of each share appreciation right may not be less than 100% of the fair market value of the ordinary shares on the date of grant.

Our compensation and leadership development committee may award restricted shares and restricted share units to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or

continued employment with us through a specified vesting period. Our compensation and leadership development committee may also grant ordinary shares that are free from any restrictions under the 2020 Plan. Unrestricted shares may be granted to participants in recognition of past services or other valid consideration and may be issued in lieu of cash compensation due to such participant. Our compensation and leadership development committee may grant cash bonuses under the 2020 Plan to participants, subject to the achievement of certain performance goals.

The 2020 Plan provides that in the case of, and subject to, the consummation of a “sale event” as defined in the 2020 Plan, all outstanding awards may be assumed, substituted or otherwise continued by the successor entity. To the extent that the successor entity does not assume, substitute or otherwise continue such awards, then (i) all share options and share appreciation rights will automatically become fully exercisable and the restrictions and conditions on all other awards with time-based conditions will automatically be deemed waived, and awards with conditions and restrictions relating to the attainment of performance goals may become vested and non-forfeitable in connection with a sale event in the compensation and leadership development committee’s discretion and (ii) upon the effectiveness of the sale event, the 2020 Plan and all awards will automatically terminate. In the event of such termination, (i) individuals holding options and share appreciation rights will be permitted to exercise such options and share appreciation rights (to the extent exercisable) prior to the sale event; or (ii) we may make or provide for a cash payment to participants holding options and share appreciation rights equal to the difference between the per share cash consideration payable to shareholders in the sale event and the exercise price of the options or share appreciation rights (to the extent then exercisable).

Our board of directors may amend or discontinue the 2020 Plan and our compensation and leadership development committee may amend the exercise price of options and amend or cancel outstanding awards for purposes of satisfying changes in law or any other lawful purpose but no such action may adversely affect rights under an award without the holder’s consent. Certain amendments to the 2020 Plan require the approval of our shareholders. No awards may be granted under the 2020 Plan after the date that is 10 years from the date of shareholder approval. No awards under the 2020 Plan have been made prior to the date of this prospectus.

Pension Plan

We currently maintain a personal pension plan provided by Royal London where we make contributions to our UK eligible employee’s personal pension plan as we select. Each participant may make additional contributions at his or her discretion.

RELATED PARTY TRANSACTIONS

Since January 1, 2017, we have engaged in the following transactions with our directors, executive officers or holders of more than 5% of our outstanding share capital and their affiliates, which we refer to as our related parties.

Loans and Advances by Tapestry

Before COMPASS Pathfinder Holdings Limited became our holding company in August 2017, we operated our business through COMPASS Pathways Limited, which was subsequently renamed COMPASS Pathfinder Limited as part of our corporate reorganization. In July 2017, COMPASS Pathways Limited entered into a loan agreement with Tapestry Networks Inc., or Tapestry, a U.S. S-corp incorporated in the state of Delaware, in which George Goldsmith, our Chief Executive Officer, Co-Founder and Chairman of our board of directors owns 100% of the issued and outstanding shares of capital stock. Pursuant to the loan agreement, Tapestry issued an interest-free loan in the principal amount of \$672,337 to COMPASS Pathways Limited to fund COMPASS Pathways Limited's payments to its vendors, or the Tapestry Loan. COMPASS Pathways Limited repaid \$443,102 of the Tapestry Loan on the date of the loan agreement. After such partial repayment, COMPASS Pathways Limited and Tapestry entered into a new loan agreement with respect to the remaining outstanding principal, in the amount of \$229,235 of the Tapestry Loan. In October 2018, the remaining \$229,235 of the Tapestry Loan was paid in full by COMPASS Pathways Limited.

Accounting and Professional Services by Tapestry

Since our formation, Tapestry has provided, and continues to provide, certain accounting and professional services to us. In September 2017, we entered into an informal arrangement with Tapestry, pursuant to which we paid monthly service fees to Tapestry. In March 2020, we entered into a consulting agreement with Tapestry to govern this arrangement from that point on. We accrued accounting and professional fees totaling \$0.1 million and \$0.2 million for the years ended December 31, 2018 and 2019, respectively. As of May 31, 2020, a balance of \$33 thousand in the aggregate was due and payable to Tapestry.

Shareholder Loans

In August 2017, Mr. George Goldsmith and Dr. Ekaterina Malievskaia, our Chief Innovation Officer, Co-Founder and director, entered into a loan agreement with COMPASS Pathways Technologies Limited, or the 2017 Shareholder Loan Agreement. Pursuant to the 2017 Shareholder Loan Agreement, Mr. Goldsmith and Dr. Malievskaia issued an interest free loan, payable on demand, in the aggregate principal amount of £40,000, to COMPASS Pathways Limited. The loan was deemed to have been repaid in full upon the issuance of 2,902,500 shares at an issue price of £0.01 per share by COMPASS Pathways Limited to each of Mr. Goldsmith and Dr. Malievskaia in August 2017. See "—Founder Share Issuance."

In August 2017, Mr. Goldsmith and Dr. Malievskaia entered into a loan agreement with COMPASS Pathways Limited, or the 2017 Loan Agreement. Pursuant to the 2017 Loan Agreement, Mr. Goldsmith and Dr. Malievskaia issued an interest free loan, payable on demand, in the aggregate principal amount of £62,740 to COMPASS Pathways Limited. The loan was deemed as having been repaid in full upon the issuance of 4,527,900 shares at an issue price of £0.01 per share by COMPASS Pathways Limited to each of Mr. Goldsmith and Dr. Malievskaia in August 2017. See "—Founder Share Issuance."

Founder Share Issuance

In August 2017, COMPASS Pathways Limited issued certain ordinary shares to each of Mr. Goldsmith and Dr. Malievskaja pursuant to the following transactions:

- Pursuant to a subscription agreement entered into by and among COMPASS Pathways Limited, Mr. Goldsmith and Dr. Malievskaja, dated August 1, 2017, COMPASS Pathways Limited issued 25,077,600 ordinary shares to each of Mr. Goldsmith and Dr. Malievskaja at an issue price of £0.01 per share, which each of Mr. Goldsmith and Dr. Malievskaja paid in full at the time of issuance.
- Pursuant to a subscription agreement entered into by and among COMPASS Pathways Limited, Mr. Goldsmith and Dr. Malievskaja, dated August 1, 2017, COMPASS Pathways Limited issued 2,902,500 ordinary shares to each of Mr. Goldsmith and Dr. Malievskaja at an issue price of £0.01 per share, which issue price was deemed as having been paid in full upon Mr. Goldsmith and Dr. Malievskaja's release of COMPASS Pathways Limited from its obligations Pursuant to the 2016 Shareholder Loan Agreement. See "—Shareholder Loans."
- Pursuant to a subscription agreement entered into by and among COMPASS Pathways Limited, Mr. Goldsmith and Dr. Malievskaja, dated August 1, 2017, COMPASS Pathways Limited issued 4,527,900 ordinary shares to each of Mr. Goldsmith and Dr. Malievskaja at an issue price of £0.01 per share, in consideration of Mr. Goldsmith and Dr. Malievskaja's release of COMPASS Pathways Limited from its obligations pursuant to the 2017 Loan Agreement. See "—Shareholder Loans."

After the share issuances by COMPASS Pathways Limited to each of Mr. Goldsmith and Dr. Malievskaja in August 2017, as described above, COMPASS Pathfinder Holdings Ltd issued 40,635,000 ordinary shares to each of Mr. Goldsmith and Dr. Malievskaja in exchange for the 40,635,000 ordinary shares of COMPASS Pathways Limited held by each of them pursuant to a share exchange agreement dated August 17, 2017. Upon closing of such share exchange, COMPASS Pathways Limited became our wholly-owned subsidiary. The 40,635,000 ordinary shares issued to Mr. Goldsmith and Dr. Malievskaja are subject to a vesting schedule. On August 17, 2020, all of such ordinary shares received by Mr. Goldsmith and Dr. Malievskaja will have fully vested.

Preferred Share Financings

Seed Financing

In August 2017, we sold an aggregate of 23,336,100 preferred shares at an issue price of £0.13 per share to certain investors, pursuant to the share purchase agreements entered into with these investors.

The following table summarizes the preferred shares purchased by members of our board of directors or their affiliates and holders of more than 5% of our outstanding share capital. The terms of these purchases were the same for all purchasers of our preferred shares.

Name	Preferred Shares	Aggregate Purchase Price Paid
Apeiron Investment Group Limited ⁽¹⁾	7,778,700	£1,000,000
Rivendell Investments 2017-9 LLC ⁽²⁾	7,778,700	£1,000,000

(1) Apeiron Investment Group Limited holds a 27.16% share interest in ATAI Life Sciences AG, or ATAI, which currently holds 29.21% of our issued and outstanding share capital. See section titled "Series B Preferred Financing." and has appointed a director to our board of directors. Mr. Goldsmith and Dr. Malievskaja together hold a 7.4% equity interest in ATAI Life Sciences AG. 7,778,700 preferred shares purchased by Apeiron Investment Group Limited in our seed financing were transferred to ATAI Life Sciences AG in December 2018.

(2) Rivendell Investments 2017-9 LLC holds 5.52% of our issued and outstanding share capital.

2019 Convertible Loan Notes

In each of February and March 2018, we entered into a loan note instrument pursuant to which we sold an aggregate of £6,050,000 of convertible loan notes, or the 2019 Convertible Loan Notes, to certain investors. All 2019 Convertible Loan Notes were converted into our Series A preferred shares at a conversion price of £0.32 per share upon the completion of our Series A financing in September 2018.

The following table summarizes the 2019 Convertible Loan Notes purchased by members of our board of directors or their affiliates and holders of more than 5% of our outstanding share capital. The terms of these purchases were the same for all purchasers of our 2019 Convertible Loan Notes.

Name	Principal Amount of 2019 Convertible Loan Notes	Series A Preferred Shares Converted
Apeiron Investment Group Limited ⁽¹⁾	£100,000	308,826

(1) Apeiron Investment Group Limited purchased £100,000 of 2019 Convertible Loan Notes, which were converted into 308,826 Series A preferred shares. All such shares were transferred to ATAI in December 2018.

Series A Preferred Financing

In September 2018, we completed our Series A financing by issuing an aggregate of 44,044,857 Series A preferred shares at an issue price of £0.43 per share to certain investors, pursuant to the share purchase agreements entered into with these investors.

The following table summarizes the Series A preferred shares purchased by members of our board of directors or their affiliates and holders of more than 5% of our outstanding share capital. The terms of these purchases were the same for all purchasers of our Series A preferred shares.

Name	Series A Preferred Shares	Aggregate Purchase Price Paid
Apeiron Investment Group Limited ⁽¹⁾	23,243,220	£9,999,990

(1) Apeiron Investment Group Limited purchased 23,243,220 Series A preferred shares in our Series A financing, which shares were transferred to ATAI Life Sciences AG in December 2018.

2020 Convertible Loan Notes

In August 2019, we entered into a loan note instrument pursuant to which we sold an aggregate of £15,000,000 of convertible loan notes, or the 2020 Convertible Loan Notes, to certain investors. All 2020 Convertible Loan Notes were converted into our Series B preferred shares at a conversion price of £0.99 per share in April 2020.

The following table summarizes the 2020 Convertible Loan Notes purchased by members of our board of directors or their affiliates and holders of more than 5% of our outstanding share capital. The terms of these purchases were the same for all purchasers of our 2020 Convertible Loan Notes.

Name	Principal Amount of 2020 Convertible Loan Notes	Series B Preferred Shares Converted
ATAI Life Sciences AG	£6,181,986	6,255,468
TT6, LLC, Series 1 ⁽¹⁾	£318,590	321,597

(1) Jason Camm, our director, holds a more than 10% share interest in TT6, LLC, Series 1.

Series B Preferred Financing

In April 2020, we completed the initial closings of our Series B financing by issuing an aggregate of 34,940,295 Series B preferred shares at an issue price of \$1.42 per share to certain investors, pursuant to the share purchase agreements entered into with these investors.

The following table summarizes the Series B preferred shares purchased by members of our board of directors or their affiliates and holders of more than 5% of our outstanding share capital in the initial closings of our Series B financing. The terms of these purchases were the same for all purchasers of our Series B preferred shares.

Name	Series B Preferred Shares	Aggregate Purchase Price Paid
McQuade Center for Strategic Research and Development LLC ⁽¹⁾	14,037,651	£19,998,514

(1) McQuade Center for Strategic Research and Development LLC holds 5.84% of our issued and outstanding share capital and has appointed a director to our board of directors.

In April 2020, ATAI signed an irrevocable undertaking in favor of us, pursuant to which ATAI undertook to purchase 3,748,869 Series B preferred shares at a purchase price of \$1.42 per share no later than September 17, 2020. This purchase was completed on August 10, 2020.

Share Transfer between Founders and ATAI

In December 2018, Mr. Goldsmith and Dr. Malievskaia each transferred 3,889,350 ordinary shares (7,778,700 total) to ATAI as contemplated by the shareholders' agreement entered into by and among us and certain of our shareholders in connection with our Series A preferred financing. In exchange, Mr. Goldsmith and Dr. Malievskaia each received 209,666 bearer shares of capital stock, or approximately 3.7% (7.4% total), of ATAI.

Share Option Contract

In May 2020, we and Lars Christian Wilde, our President, Chief Business Officer and Co-Founder, entered into a share option contract pursuant to which Mr. Wilde has an option to purchase 8,942,022 ordinary shares from us at an exercise price less than £0.01 per share. The shares underlying the share option are subject to a vesting schedule. On August 17, 2020, all of the shares underlying the share option will have fully vested. The unvested shares underlying the share option will be repurchased by us or transferred to a new director or employee of ours if Mr. Wilde ceases to be employed by us, subject to customary exceptions.

Call Option Agreements

In May 2020, we and Lars Christian Wilde entered into a call option agreement with each of Mr. Goldsmith and Dr. Malievskaia. Pursuant to the call option agreements, Mr. Wilde has an option to purchase 6,835,968 of our ordinary shares from each of Mr. Goldsmith and Dr. Malievskaia, exercisable at any time upon the earlier of (i) May 19, 2021, (ii) the date on which 50% or more of our ordinary shares or all our material assets are transferred, or (iii) upon our initial public offering, but in any case, no later than May 19, 2030. The option will terminate if Mr. Wilde ceases to be employed by us at any time prior to May 19, 2021. These call option agreements were amended and restated on July 21, 2020 in order to allow the wholly-owned holding company of Mr. Wilde to acquire the ordinary shares from Mr. Goldsmith and Dr. Malievskaia on Mr. Wilde's behalf.

Agreements with Shareholders

In connection with our preferred, Series A preferred and Series B preferred financings, we entered into subscription and shareholders' agreements containing registration rights, information rights and rights of first refusal, among other things, with certain holders of our preferred, Series A preferred and

Series B preferred shares. These shareholder agreements will terminate upon the closing of this offering, except for the registration rights granted under our shareholders' agreement, dated April 17, 2020 and amended and restated on August 7, 2020, entered into in connection with our Series B preferred financing, as more fully described in "Description of Share Capital and Articles of Association—Registration Rights."

Agreements with Our Executive Officers and Directors

We have entered into employment agreements with our executive officers and service agreements with our non-executive directors, except Florian Brand, Jason Camm and Robert McQuade. These agreements contain customary provisions and representations, including confidentiality, non-competition, non-solicitation and inventions assignment undertakings by the executive officers. However, the enforceability of the non-competition provisions may be limited under applicable law.

Director Appointment Rights

Upon the completion of this offering, pursuant to our amended and restated shareholders' agreement, ATAI and MSRD are each entitled to appoint one member of our board of directors, and for so long as ATAI owns at least 22.5% of our fully diluted share capital, ATAI is entitled to appoint a second member of our board of directors. As of the date of this prospectus, MSRD has appointed Mr. McQuade to our board of directors, and ATAI has appointed _____ and _____ to our board, each such appointment to be effective upon closing of this offering.

Insurance and Indemnification

To the extent permitted by the Companies Act 2006 and in accordance with our Articles, which will be adopted immediately prior to the completion of this offering, we are empowered to indemnify our directors against any liability they incur by reason of their directorship. We will, prior to the completion of this offering, obtain and maintain directors' and officers' insurance to insure such persons against certain liabilities. We expect to enter into a deed of indemnity with each of our directors and members of our senior management prior to the completion of this offering.

Directed ADS Program

At our request, the underwriters have reserved up to five (5%) percent of the ADSs offered by this prospectus for sale, at the initial public offering price per ADS, to certain of our directors, officers and employees and persons having relationships with us. The sales will be made by Empire Asset Management Co. as the directed ADS program administrator. We do not currently know the extent to which these related persons will participate in the directed ADS program.

Related Party Transaction Policy

Prior to the completion of this offering, we intend to adopt a related party transaction policy. Pursuant to this policy, the audit and risk committee has the primary responsibility for reviewing and approving or disapproving "related party transactions," which are transactions between us and related parties in which the related party has a direct or indirect material interest. For purposes of this policy, a related party will be defined as a director, executive director, nominee for director, or greater than 5% beneficial owner of any class of our voting securities, and their immediate family members.

PRINCIPAL SHAREHOLDERS

The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of August 28, 2020, for:

- each beneficial owner of 5% or more of our outstanding ordinary shares;
- each of our directors and executive officers; and
- all of our directors and executive officers as a group.

The following table does not reflect any ADSs that may be purchased pursuant to our directed ADS program described under “Related Party Transactions—Directed ADS Program.” If any ADSs are purchased by our existing principal shareholders, directors or their affiliated entities, the number and percentage of our ordinary shares beneficially owned by them after this offering will differ from those set forth in the following table.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission, or SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities and include ordinary shares that can be acquired within 60 days of August 28, 2020. Percentage ownership calculations are based on 240,364,152 ordinary shares outstanding as of August 28, 2020.

Except as otherwise indicated, all of the shares reflected in the table are ordinary shares and all persons listed below have sole voting and investment power with respect to the shares beneficially owned by them, subject to applicable community property laws. The information is not necessarily indicative of beneficial ownership for any other purpose.

As of August 28, 2020, 80,677,890 ordinary shares, representing 33.6% of our issued and ordinary shares, were held by 38 U.S. shareholders of record.

Except as otherwise indicated in the table below, addresses of the directors, executive officers and named beneficial owners are in care of COMPASS Pathways plc, 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT, United Kingdom.

NAME OF BENEFICIAL OWNER	ORDINARY SHARES BENEFICIALLY OWNED			
	NUMBER BEFORE OFFERING	PERCENT BEFORE OPENING	NUMBER AFTER OFFERING	PERCENT AFTER OFFERING
<i>5% or greater shareholders:</i>				
ATAI Life Sciences AG ⁽¹⁾	69,856,209	29.06 %		
George Goldsmith ⁽²⁾	39,802,563	16.56 %		
Ekaterina Malievskaia ⁽³⁾	39,802,563	16.56 %		
Entities affiliated with Peter Thiel ⁽⁴⁾	18,119,727	7.54 %		
McQuade Center for Strategic Research and Development LLC ⁽⁵⁾	14,037,651	5.84 %		
Directors and Officers				
George Goldsmith ⁽²⁾	39,802,562	16.56 %		
Lars Christian Wilde ⁽⁶⁾	7,300,077	3.04 %		
Piers Morgan ⁽⁷⁾	1,572,864	*%		
Nate Poulsen ⁽⁸⁾	2,058,453	*%		
Ekaterina Malievskaia ⁽³⁾	39,802,563	16.56 %		
Florian Brand				
Annalisa Jenkins ⁽⁹⁾	1,001,943	*%		
Thomas Lönngren ⁽¹⁰⁾	1,054,188	*%		
David York Norton ⁽¹¹⁾	1,001,943	*%		
Jason Camm				
Robert McQuade ⁽¹²⁾	14,037,651	5.84 %		
All current directors and executive officers as a group (11 persons)	107,632,245	44.78 %		

* Represents beneficial ownership of less than one percent.

- (1) Represents (i) 7,778,700 ordinary shares, 15,557,400 preferred shares, 36,515,772 Series A preferred shares and 10,004,377 Series B preferred shares, in each case held by ATAI Life Sciences AG, or ATAI. ATAI Life Sciences AG is a German public limited company. Its address is Barer Straße 7, 80333 München, Germany. Pursuant to our Amended and Restated Shareholders' Agreement, ATAI will have the right to appoint up to two directors to our board of directors (See "Certain Related Party Transactions — Director Appointment Rights".)
- (2) Represents 39,802,563 ordinary shares held by Mr. Goldsmith. Mr. Goldsmith and Dr. Malievskaia are married but they expressly disclaim beneficial ownership of each other's shares in the Company.
- (3) Represents 39,802,563 ordinary shares held by Dr. Malievskaia. Mr. Goldsmith and Dr. Malievskaia are married but they expressly disclaim beneficial ownership of each other's shares in the Company.
- (4) Represents (i) 7,778,700 preferred shares and 5,431,158 Series A preferred shares held by Rivendell Investments 2017-9 LLC, a limited liability company formed under the laws of the State of Delaware, (ii) 4,350,267 Series B preferred shares held by The Founders Fund VII, LP, a limited partnership formed under the laws of the State of Delaware, (iii) 521,289 Series B preferred shares held by The Founders Fund VII Principals Fund, LP, a limited partnership formed under the laws of the state of Delaware, and (iv) 38,313 Series B preferred shares held by The Founders Fund VII Entrepreneurs Fund, LP, a limited partnership formed under the laws of the State of Delaware. Mr. Thiel is the beneficial owner of Rivendell Investments 2017-9 LLC and has sole voting and investment power over the securities held by Rivendell Investments 2017-9 LLC. Mr. Thiel is one of three Managing Members of the General Partner of each of The Founders Fund VII, LP, The Founders Fund VII Principals Fund, LP and The Founders Fund VII Entrepreneurs Fund, LP and may be deemed to share voting and investment power over the securities held by The Founders Fund VII, LP, The Founders Fund VII Principals Fund, LP and The Founders Fund VII Entrepreneurs Fund, LP. The other two Managing Members are Brian Singerman and Keith Rabois. The address of Rivendell Investments 2017-9 LLC is 1209 Orange Street, Wilmington, Delaware 19801. The address of each of The Founders Fund VII, LP, The Founders Fund VII Principals Fund, LP and The Founders Fund VII Entrepreneurs Fund, LP is One Letterman Drive, Building D, 5th Floor, San Francisco, California 94129.
- (5) Represents 14,037,651 Series B preferred shares held by McQuade Center for Strategic Research and Development LLC, or MSRD, a Delaware limited liability company. Its address is 508 Carnegie Center Drive, Princeton, New Jersey 08540. Pursuant to our Amended and Restated Shareholders' Agreement, MSRD will have the right to appoint one member of our board of directors (See "Certain Related Party Transactions — Director Appointment Rights".)
- (6) Represents (i) options to purchase 7,201,683 ordinary shares from the Company, exercisable by Mr. Wilde within 60 days after August 28, 2020, and (ii) option to purchase 98,394 ordinary shares from the Company, exercisable by Mr. Wilde as a

- result of the accelerated vesting of such options upon completion of this offering. The business address of Mr. Wilde is Reichswaldallee 25, 40472 Düsseldorf, Germany.
- (7) Represents options to purchase 1,572,864 ordinary shares from the Company, exercisable by Mr. Morgan within 60 days after August 28, 2020 as a result of the accelerated vesting of such options upon completion of this offering.
 - (8) Represents (i) options to purchase 686,151 ordinary shares from the Company, exercisable by Mr. Poulsen within 60 days after August 28, 2020, and (ii) options to purchase 1,372,302 ordinary shares exercisable by Mr. Poulsen as a result of the accelerated vesting of such options upon completion of this offering.
 - (9) Represents (i) options to purchase a total of 779,289 ordinary shares exercisable by Ms. Jenkins within 60 days after August 28, 2020, and (ii) options to purchase 222,654 ordinary shares from the Company, exercisable by Ms. Jenkins as a result of the accelerated vesting of such options upon completion of this offering. The business address of Ms. Jenkins is PO BOX 1152, Princeton, New Jersey 08542.
 - (10) Represents (i) 871,911 ordinary shares, of which 170,667 are subject to forfeiture and our repurchase pursuant to a restricted share agreement between us and Mr. Lönngren dated January 31, 2020, (ii) options to purchase a total of 104,748 ordinary shares exercisable by Mr. Lönngren within 60 days after August 28, 2020, and (iii) options to purchase 77,529 ordinary shares exercisable by Mr. Lönngren as a result of accelerated vesting of such options upon completion of this offering. The business address of Mr. Lönngren is Fröviboda 37, 755 91 Uppsala, Sweden.
 - (11) Represents (i) options to purchase a total of 807,120 ordinary shares exercisable by Mr. Norton within 60 days after August 28, 2020, and (ii) options to purchase 194,823 ordinary shares exercisable by Mr. Norton as a result of the accelerated vesting of such options upon completion of this offering.
 - (12) Represents 14,037,651 Series B preferred shares held by McQuade Center for Strategic Research and Development LLC. Dr. McQuade, the president of McQuade Center for Strategic Research and Development LLC, may be deemed to have voting and investment power over the shares beneficially owned by McQuade Center for Strategic Research and Development LLC, but he disclaims beneficial ownership of such shares.

DESCRIPTION OF SHARE CAPITAL AND ARTICLES OF ASSOCIATION

The following describes our issued share capital, summarizes the material provisions of our new articles of association that will be adopted immediately prior to the completion of this offering, or Articles, and highlights certain differences in corporate law in the United Kingdom and the United States.

We were incorporated pursuant to the laws of England and Wales as COMPASS Rx Limited in June 2020 to become the holding company for COMPASS Pathfinder Holdings Limited. Pursuant to the terms of a share for share exchange agreement entered into on August 7, 2020 as part of our corporate reorganization, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited and, as a result, COMPASS Pathfinder Holdings Limited became a wholly owned subsidiary of COMPASS Rx Limited. Subsequently, we re-registered COMPASS Rx Limited as a public limited company and renamed it as COMPASS Pathways plc. See “Corporate Reorganization” on page 112 for more information.

We are registered with the Registrar of Companies in England and Wales under number 12696098, and our registered office is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT, United Kingdom.

As part of our corporate reorganization, certain resolutions will be required to be passed by our shareholders prior to the completion of this offering. These will include resolutions for the:

- adoption of our Articles. See “Post-IPO Articles of Association” below;
- general authorization of our directors for purposes of section 551 of the Companies Act 2006 to issue our shares and grant rights to subscribe for or convert any securities into our shares up to a maximum aggregate nominal amount of £ for a period of years; and
- empowering of our directors pursuant to section 570 of the Companies Act 2006 to issue equity securities for cash pursuant to the section 551 authority referred to above as if the statutory preemption rights under section 561(1) of the Companies Act 2006 did not apply to such allotments.

Issued Share Capital

Prior to our corporate reorganization, as of August 6, 2020, the issued share capital of COMPASS Pathfinder Holdings Limited was 83,025 ordinary shares, 20,100 preferred shares, 54,072 Series A preferred shares and 47,091 Series B preferred shares. The nominal value of COMPASS Pathfinder Holdings Limited's ordinary shares was £0.01 per share and the nominal value of its preferred shares, Series A preferred shares and Series B preferred shares was £0.01 per share and each issued ordinary share, preferred share, Series A preferred share and Series B preferred share was fully paid. On August 7, 2020, pursuant to a share for share exchange agreement, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited. As part of the exchange of shares, COMPASS Pathfinder Holdings Limited became a wholly-owned subsidiary of COMPASS Rx Limited. In August 2020, COMPASS Rx Limited repurchased 563,085 unvested restricted ordinary shares upon a certain employee's resignation and issued an aggregate 3,748,869 Series B preferred shares to a significant shareholder pursuant to an agreement entered into with the relevant significant shareholder.

The nominal value of COMPASS Rx Limited's ordinary shares, preferred shares, Series A preferred shares and Series B preferred shares is £0.001 per share following the capital reduction by COMPASS Rx Limited, effective on August 19, 2020, and each issued ordinary share, preferred share, Series A preferred share and Series B preferred share is fully paid. COMPASS Rx Limited was subsequently re-

registered as a public limited company and renamed as COMPASS Pathways plc on August 21, 2020. The re-registration of COMPASS Rx Limited as a public limited company did not alter our issued share capital. As of August 28, 2020, the issued share capital of COMPASS Pathways plc consisted of 95,828,940 ordinary shares, 23,336,100 preference shares, 62,777,592 Series A preference shares and 58,421,520 Series B preference shares, each with a nominal value of £0.001 per share. As of the completion of our corporate reorganization and this offering, in each case, assuming an initial public offering price of \$ per ADS, the midpoint of the range set forth on the cover page of this prospectus, our issued share capital will be ordinary shares.

Ordinary Shares

Our ordinary shares have the rights and restrictions described in “Key Provisions of our Post-IPO Articles of Association” below. In accordance with our Articles, the following summarizes the rights of holders of our ordinary shares:

- each holder of our ordinary shares is entitled to one vote per ordinary share on all matters to be voted on by shareholders generally;
- the holders of our ordinary shares shall be entitled to receive notice of, attend, speak and vote at our general meetings and receive a copy of every report, accounts, circular or other documents sent out by us to our shareholders; and
- holders of our ordinary shares are entitled to receive such dividends as are recommended by our directors and declared by our shareholders.

Registered Shares

We are required by the Companies Act 2006 to keep a register of our shareholders. Under English law, the ordinary shares are deemed to be issued when the name of the shareholder is entered in our share register. The share register therefore is prima facie evidence of the identity of our shareholders, and the shares that they hold. The share register generally provides limited, or no, information regarding the ultimate beneficial owners of our ordinary shares. Our share register is maintained by our registrar, Neville Registrars Limited. Holders of our ADSs will not be treated as our shareholders and their names will therefore not be entered in our share register. The depositary, the custodian or their nominees will be the holder of the shares underlying our ADSs. Holders of our ADSs have a right to receive the ordinary shares underlying their ADSs. For discussion on our ADSs and ADS holder rights, see “Description of American Depositary Shares” in this prospectus.

Under the Companies Act 2006, we must enter an allotment of shares in our share register as soon as practicable and in any event within two months of the allotment. We will perform all procedures necessary to update the share register to reflect the ordinary shares being sold in this offering, including updating the share register with the number of ordinary shares to be issued to the depositary upon the closing of this offering. We also are required by the Companies Act 2006 to register a transfer of shares (or give the transferee notice of and reasons for refusal as the transferee may reasonably request) as soon as practicable and in any event within two months of receiving notice of the transfer.

We, any of our shareholders or any other affected person may apply to the court for rectification of the share register if:

- the name of any person, without sufficient cause, is wrongly entered in or omitted from our share register; or
- there is a default or unnecessary delay in entering on the register the fact of any person having ceased to be a shareholder or on which we have a lien, provided that such delay does not prevent dealings in the shares taking place on an open and proper basis.

Registration Rights

Upon the completion of this offering, the holders of _____ of our ordinary shares issuable upon the conversion of our preferred shares, Series A preferred shares and Series B preferred shares, will be entitled to rights with respect to the registration of these securities under the Securities Act. These rights are provided under the terms of a shareholders' agreement between us and holders of our shares, or the shareholders' agreement. The shareholders' agreement includes demand registration rights, short-form registration rights and piggyback registration rights.

Demand Registration Rights

Beginning 180 days after the effective date of this registration statement, the holders of _____ of our ordinary shares issuable upon the conversion of preferred shares upon closing of this offering are entitled to demand registration rights. Under the terms of the shareholders' agreement, we will be required, upon the written request of holders of a majority of these securities to file a registration statement and use best efforts to effect the registration of all or a portion of these shares for public resale. We are required to effect only two registrations pursuant to this provision of the shareholders' agreement.

Short-Form Registration Rights

Pursuant to the shareholders' agreement, if we are eligible to file a registration statement on Form F-3 or Form S-3, upon the written request of holders of a majority of these securities at an aggregate offer price of at least \$5.0 million, we will be required to effect a registration of such shares. We are required to effect only two registrations in any twelve (12) month period pursuant to this provision of the shareholders' agreement. The right to have such shares registered on Form F-3 or Form S-3 is further subject to other specified conditions and limitations.

Piggyback Registration Rights

Pursuant to the shareholders' agreement, if we register any of our securities either for our own account or for the account of other shareholders, other than in connection with our initial public offering or a registration for any employee benefit plan, corporate reorganization, or the offer or sale of debt securities, the holders of these shares are entitled to include their shares in the registration. Subject to certain exceptions contained in the shareholders' agreement, we and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which we and the underwriters determine in our sole discretion will not jeopardize the success of the offering.

Indemnification

Our shareholders' agreement contains customary cross-indemnification provisions, under which we are obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

Expiration of Registration Rights

The registration rights granted under the shareholders' agreement will terminate on the earliest of (i) a deemed liquidation event, as defined in our Articles, and (ii) the fifth anniversary of the completion of this offering.

Key Provisions of our Post-IPO Articles of Association

Our Articles were approved by our shareholders on _____ and will be adopted immediately prior to the completion of the offering. A summary of certain key provisions of our Articles is set out below. The summary below is not a complete copy of the terms of our Articles. For further information, please refer to the full version of our Articles filed as an exhibit to the registration statement of which this prospectus forms a part.

Our Articles contain no specific restrictions on our purpose and therefore, by virtue of section 31(1) of the Companies Act 2006, our purpose is unrestricted.

Our Articles contain, among other things, provisions to the following effect:

Share Capital

Our share capital will consist of ordinary shares. We may, in accordance with section 551 of the Companies Act 2006, be authorized by our shareholders to generally and unconditionally allot our shares or grant rights to subscribe for or to convert any security into our shares by way of an ordinary resolution. We may issue these shares with such rights and restrictions as may be determined by the ordinary resolution, or if no ordinary resolution is passed or so far as the resolution does not make specific provision, as our board of directors may determine, including shares which are to be redeemed, or are liable to be redeemed at our option or the option of the holder of such shares. However, an amendment to our Articles, which requires the passing of a special resolution, will be required to issue any shares other than ordinary shares.

Voting

The shareholders have the right to receive notice of, and to attend and vote at, our general meetings. Subject to any other provisions of our Articles and without prejudice to any special rights, privileges or restrictions as to voting attached to any shares forming part of our share capital, each shareholder who is present in person (or, in the case of a corporation, by representative) or by proxy at a general meeting on a show of hands has one vote and, on a poll, every such shareholder who is present in person (or, being a corporation, by representative) or by proxy has one vote in respect of every share held by him or her.

Variation of Rights

Whenever our share capital is divided into different classes of shares, the special rights attached to any class may be varied or abrogated either: (i) with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), or (ii) with the authority of a special resolution passed at a general meeting of the holders of the shares of that class, and may be so varied and abrogated while we are a going concern.

Dividends

We may, subject to the provisions of the Companies Act 2006 and our Articles, by ordinary resolution from time to time declare dividends to be paid to shareholders according to their respective rights and interests in our profits, however no dividend shall exceed the amount recommended by our board of directors.

Subject to the provisions of the Companies Act 2006, our board of directors may declare interim dividends (including any dividend at a fixed rate) as appears our board of directors to be justified by our profits available for distribution. Except as provided otherwise by the rights attached to shares, all dividends may be declared or paid in any currency. Our board of directors may decide the rate of exchange for any currency conversions that may be required and how any costs involved in such conversions are to be met.

All dividends that remain unclaimed after a period of twelve (12) years from the date after they were first declared or became due for payment shall, if our board of directors so resolves, be forfeited and shall cease to remain owing by us.

Unless otherwise provided by the rights attached to the share, no dividend or other monies payable by us or in respect of a share shall bear interest as against us.

Liquidation

On a distribution of assets on a liquidation, dissolution or winding-up the surplus assets remaining after payment of our liabilities shall be distributed among the holders of our ordinary shares in proportion to the number of our ordinary shares held, irrespective of the amount paid or credited as paid on any share.

Transfer of Ordinary Shares

Each shareholder may transfer all or any of his shares which are in certificated form by means of an instrument of transfer in any usual form or in any other form which our board of directors may approve. Each shareholder may transfer all or any of his shares which are in uncertificated form by means of a "relevant system" (i.e., the CREST System) in such manner provided for, and subject as provided in, the uncertificated securities rules (as defined in our Articles) (i.e., the CREST Regulations).

Our board of directors may, in its absolute discretion, refuse to register a transfer of shares in certificated form unless:

- (i) it is for a share which is fully paid up;
- (ii) it is for a share upon which we have no lien;
- (iii) it is only for one class of share;
- (iv) it is in favor of a single transferee or no more than four joint transferees;
- (v) it is duly stamped or is duly certificated or otherwise shown to the satisfaction of our board of directors to be exempt from stamp duty; and
- (vi) it is delivered for registration to our registered office (or such other place as our board of directors may determine), accompanied (except in the case of a transfer by a person to whom we are not required by law to issue a certificate and to whom a certificate has not been issued or in the case of a renunciation) by the certificate for the shares to which it relates and such other evidence as our board of directors may reasonably require to prove the title of the transferor (or person renouncing) and the due execution of the transfer or renunciation by such transferor or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so.

Our board of directors shall not refuse to register any transfer of partly paid shares in respect of which ADSs are admitted to Nasdaq on the grounds that they are partly paid shares in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

Our board of directors may refuse to register a transfer of uncertificated shares in any circumstances that are allowed or required by the uncertificated securities rules and the relevant system (in each case as defined in our Articles) (i.e., the CREST Regulations and the CREST System).

Allotment of Shares and Preemption Rights

Subject to the Companies Act 2006 and to any rights attached to existing shares, any share may be issued with or have attached to it such rights and restrictions as we may by ordinary resolution determine, or if no ordinary resolution has been passed or so far as the resolution does not make specific provision, as our board of directors may determine (including shares which are to be redeemed, or are liable to be redeemed at our option or the holder of such shares). However, an amendment to our Articles, which requires the passing of a special resolution, will be required to issue any shares other than ordinary shares.

In accordance with section 551 of the Companies Act 2006, our board of directors may be generally and unconditionally authorized to exercise all of our powers to allot shares or grant rights to subscribe for or to convert any security into our shares up to an aggregate nominal amount equal to the amount stated in the relevant ordinary resolution authorizing such allotment. The authorities referred to above were included in the ordinary resolution of our shareholders passed on _____, 2020 and remain in force at the date of this prospectus.

Pursuant to section 561 of the Companies Act 2006, shareholders are granted preemptive rights when new shares are issued for cash. However, it is possible for our Articles, or shareholders at a general meeting representing at least 75% of our ordinary shares present (in person or by proxy) and eligible to vote at that general meeting, to disapply these preemptive rights. Such a disapplication of preemption rights may be for a maximum period of up to five years from the date of the shareholder resolution. In either case, this disapplication would need to be renewed by our shareholders upon its expiration (i.e., at least every five years).

On _____, 2020, our shareholders approved the disapplication of preemptive rights for a period of five years from the date of approval by way of a special resolution of our shareholders. This included the disapplication of preemption rights in relation to the allotment of our ordinary shares in connection with this offering. This disapplication will need to be renewed upon expiration (i.e., at least every five years) to remain effective, but may be sought more frequently for additional five-year terms (or any shorter period).

Alteration of Share Capital

We may, in accordance with the Companies Act 2006, by ordinary resolution consolidate all or any of our share capital into a smaller number of shares of a larger nominal amount than our existing shares, or cancel any shares which, at the date of that ordinary resolution, have not been taken or agreed to be taken by any person and diminish the amount of our share capital by the amount of shares so cancelled, or sub-divide our shares, or any of them, into shares of a smaller nominal amount than our existing shares.

We may, in accordance with the Companies Act 2006, reduce or cancel our share capital or any capital redemption reserve or share premium account in any manner and with and subject to any conditions, authorities and consents required by law.

Board of Directors

Appointment of Directors

Unless otherwise determined by ordinary resolution, the number of directors (other than any alternate directors) shall not be less than two, but there shall be no maximum number of directors.

Subject to our Articles and the Companies Act 2006, we may by ordinary resolution appoint a person who is willing to act as a director and our board of directors shall have power at any time to appoint any person who is willing to act as a director, in both cases either to fill a vacancy or as an addition to the existing board of directors.

Our Articles provide that, our board of directors will be divided into three classes, designated as "Class I", "Class II" and "Class III", each of which will consist, as nearly as possible, of one-third of the total number of directors constituting our entire board of directors and which will serve staggered three-year terms. At each annual general meeting, the successors of directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Directors of the class retiring at the annual general meeting shall be eligible for re-appointment by ordinary resolution at such annual general meeting.

At every subsequent annual general meeting any director who has been appointed by our board of directors since the last annual general meeting must retire from office and may offer themselves for reappointment by the shareholders by ordinary resolution.

Proceedings of Directors

Subject to the provisions of our Articles, our board of directors may regulate their proceedings as they deem appropriate. A director may, and the secretary at the request of a director shall, call a meeting of the directors.

The quorum for a meeting of our board of directors shall be fixed from time to time by decision of the board of directors, but it must never be fewer than two directors (or duly appointed alternate directors).

Questions and matters requiring resolution arising at a meeting shall be decided by a majority of votes of the participating directors, with each director having one vote. In the case of an equality of votes, the chairperson will have a second or casting vote (unless the chairperson is not entitled to vote on the resolution in question).

Directors' Compensation

Directors shall be entitled to receive such fees as our board of directors shall determine for their services as our directors, and for any other service which they undertake on our behalf provided that the aggregate fees payable to the directors must not exceed £750,000 per annum or such higher amount as may from time to time be decided by ordinary resolution. Directors shall be entitled to reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) for any special duties or services performed or rendered to us, as determined by our board of directors, and in respect of any employment or executive office. The directors shall also be entitled to be paid reasonable travel, hotel and other expenses properly incurred by them in connection with their attendance at meetings of shareholders or class meetings, board of director or committee meetings or otherwise in connection with the performance of their duties as directors.

Conflicts of Interest

Our board of directors may, in accordance with the requirements in our Articles, authorize any matter proposed to them by any director which would, if not authorized, involve a director breaching his duty under the Companies Act 2006, to avoid conflicts of interests.

A director seeking authorization in respect of such conflict shall declare to our board of directors the nature and extent of his interest in a conflict as soon as is reasonably practicable. The director shall provide our board of directors with such details of the matter as are necessary for our board of directors to decide how to address the conflict together with such additional information as may be requested by our board of directors.

Any authorization by our board of directors will be effective only if:

- (i) to the extent permitted by the Companies Act 2006, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of our Articles;
- (ii) any requirement as to the quorum for consideration of the relevant matter is met without counting the conflicted director and any other conflicted director; and
- (iii) the matter is agreed to without the conflicted director voting or would be agreed to if the conflicted director's and any other interested director's vote is not counted.

Permitted Interests

Under our Articles, certain transactions which would otherwise give rise to a conflict are considered to be permitted interests of our directors. In the event that these permitted interests arise, the director in question will still count towards the quorum requirements of the relevant meeting and be entitled to vote on resolutions relating to such permitted interests, including but not limited to the following matters:

- (i) the giving by such director of any security, guarantee or indemnity for any money or any liability which such director, or any other person, has lent or obligations such director or any other person has undertaken at the request, or for the benefit, of us or any of our subsidiary undertakings;
- (ii) the giving of any security, guarantee or indemnity to any other person for a debt or obligation which is owed by us or any of our subsidiary undertakings, to that other person if such director has taken responsibility for some or all of that debt or obligation. Such director can take this responsibility by giving a guarantee, indemnity or security;
- (iii) a proposal or contract relating to an offer of any shares or debentures or other securities for subscription or purchase by us or any of our subsidiary undertakings, if such director takes part because such director is a holder of shares, debentures or other securities, or if such director takes part in the underwriting or subunderwriting of the offer;
- (iv) any arrangement for the benefit of our employees or the employees of any of our subsidiary undertakings which only gives such director benefits which are also generally given to employees to whom the arrangement relates;
- (v) any arrangement involving any other company if such director (together with any person connected with such director) has an interest of any kind in that company (including an interest by holding any position in that company or by being a shareholder of that company). This does not apply if such director knows that that such director has a relevant interest in a company. A company shall be deemed to be one in which such director has a relevant interest if and so long as (but only if and so long as) such director is to their knowledge (either directly or indirectly) the holder of or beneficially interested in one percent or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to shareholders of that company;
- (vi) a contract relating to insurance which we can buy or renew for the benefit of our directors or a group of people which includes our directors; and
- (vii) a contract relating to a pension, superannuation or similar scheme or a retirement, death, disability benefits scheme or employees' share scheme which gives such director benefits which are also generally given to the employees to whom the scheme relates.

A director is not permitted to vote (or count towards the quorum) on a resolution relating to their own appointment or the settlement or variation of the terms of their appointment to an office or place of profit with us, or any other company in which we have an interest.

Directors' Indemnity

Subject to the provisions of the Companies Act 2006, all of our directors, secretaries or other officers (other than an auditor) shall be indemnified against any loss or liability incurred by them in connection with their duties or powers in relation to us or any of our subsidiaries or any pension fund or employees' share scheme of us or any of our subsidiaries or in relation to our activities as trustee of any occupational pension scheme which is operated by us from time to time. This indemnity includes any liability incurred by a director in defending any civil or criminal proceedings in which judgment is given in that director's favor or the director is acquitted or the proceedings are otherwise disposed of without any finding or

admission of any material breach of duty on his part and we may provide the director with funds to meet expenditure incurred in connection with the proceedings set out above.

General Meetings

We must convene and hold annual general meetings once a year in accordance with the Companies Act 2006. Under the Companies Act 2006, an annual general meeting must be called by notice of at least 21 clear days and a general meeting must be called by notice of at least 14 clear days.

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairperson of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by our Articles, shareholders holding thirty-three and one-third percent (33 $\frac{1}{3}$ %) of our issued shares (excluding any shares held as treasury shares) present in person or by proxy (or in the case of a corporation, by a representative) and entitled to vote shall be a quorum for all purposes.

Choice of Forum/Governing Law

Our articles of association provide that the courts of England and Wales will be the exclusive forum for resolving all shareholder complaints other than shareholder complaints asserting a cause of action arising under the Securities Act and the Exchange Act, for which, unless we consent by ordinary resolution to the selection of an alternative forum, the United States District Court for the Southern District of New York will be the exclusive forum. As a company incorporated in England and Wales, the choice of the courts of England and Wales as our exclusive forum for resolving all shareholder complaints, other than complaints arising under the Securities Act and the Exchange Act, allows us to more efficiently and affordably respond to such actions, and provides consistency in the application of the laws of England and Wales to such actions. Similarly, we have selected the United States District Court for the Southern District of New York as our exclusive forum for resolving shareholder complaints arising under the Securities Act and the Exchange Act in order to more efficiently and affordably respond to such claims. This choice of forum also provides both us and our shareholders with a forum that is familiar with and regularly reviews cases involving U.S. securities law. Although we believe this choice of forum benefits us by providing increased consistency in the application of U.S. securities law for the specified types of action, it may have the effect of discouraging lawsuits against our directors and officers. Any person or entity purchasing or otherwise acquiring any interest in our ordinary shares will be deemed to have notice of and consented to the provisions of our articles of association, including the exclusive forum provision. However, it is possible that a court could find our forum selection provision to be inapplicable or unenforceable. The enforceability of similar exclusive forum provisions (including exclusive federal forum provisions for actions, suits or proceedings asserting a cause of action arising under the Securities Act) in other companies' organizational documents has been challenged in legal proceedings, and there is uncertainty as to whether courts would enforce the exclusive forum provisions in our articles of association. Additionally, our shareholders cannot waive compliance with the federal securities laws and the rules and regulations thereunder. See "Risk Factors—Risks Related to this Offering and Ownership of Our ADSs—Our new articles of association, to be adopted immediately prior to the completion of this offering, or Articles, will provide that the courts of England and Wales will be the exclusive forum for the resolution of all shareholder complaints other than complaints asserting a cause of action arising under the Securities Act or the Exchange Act, and that the United States District Court for the Southern District of New York will be the exclusive forum for the resolution of any shareholder complaint asserting a cause of action arising under the Securities Act or the Exchange Act."

Borrowing Powers

Subject to our Articles and the Companies Act 2006, our board of directors may exercise all of our powers to:

- (a) borrow money;

- (b) indemnify and guarantee;
- (c) mortgage or charge;
- (d) create and issue debentures and other securities; and
- (e) give security either outright or as collateral security for any of our debt, liability or obligation or any of a third party.

Capitalization of Profits

The directors may, if they are so authorized by an ordinary resolution of the shareholders, decide to capitalize any of our undivided profits not required for paying any preferential dividend (whether or not they are available for distribution), or any sum standing to the credit of any reserve or fund which is available for distribution or standing to the credit of our share premium account, capital redemption reserve or other undistributable reserve. The directors may also, subject to the aforementioned ordinary resolution, appropriate any sum which they so decide to capitalize to the persons who would have been entitled to it if it were distributed by way of dividend and in the same proportions.

Limitation on Owning Securities

Neither English law nor our Articles restrict in any way the ownership or voting of our shares by non-residents.

Uncertificated Shares

Subject to the Companies Act 2006 and any applicable uncertificated securities rules (as defined in our Articles), our board of directors may permit title to shares of any class to be issued or held otherwise than by a certificate and to be transferred by means of a “relevant system” (i.e., the CREST System) without a certificate and may make arrangements for a class of shares to be transferred to that relevant system.

Our board of directors may, subject to compliance with the uncertificated securities rules (as defined in our Articles), determine at any time that title to any class of shares must be in certificated form and that such class of shares will cease to be transferred to a relevant system from a date specified by our board of directors. Our board of directors may take such steps as it sees fit in relation to the evidencing of and transfer of title to uncertificated shares, any records relating to the holding of uncertificated shares and the conversion of uncertificated shares to certificated shares, or vice-versa. Ordinary shares may be changed from uncertificated to certified form (and vice versa) in accordance with and subject to the uncertificated securities rules (as defined in our Articles).

We may, by notice to the holder of an uncertificated share, require that share to be converted into certificated form.

If, and subject to under our Articles or pursuant to the Companies Act 2006, we are entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, such entitlement shall include the right of our board of directors to:

- (i) require the holder of the uncertified share by notice in writing to change that share from uncertified to certificated form;
- (ii) appoint any person to act on behalf of the holder of the uncertified share to take such steps as may be required in order to effect the transfer of that share; and

- (iii) take such other action that our board of directors considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

Unless our board of directors determines otherwise, shares which a shareholder holds in uncertificated form shall be treated as separate holdings from any shares which that shareholder holds in certificated form and any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.

Our board of directors may take such other action that our board of directors considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.

Other Relevant UK Laws and Regulations

Mandatory Bid

We believe that, as of the date of this prospectus, our place of central management and control is not in the UK (or the Channel Islands or the Isle of Man) for the purposes of the jurisdictional criteria of the Takeover Code. Accordingly, we believe that we are not currently subject to the Takeover Code and, as a result, our shareholders are not currently entitled to the benefit of certain takeover offer protections provided under the Takeover Code, including the rules regarding mandatory takeover bids (a summary of which is set out below). In the event that this changes, or if the interpretation and application of the Takeover Code by the Takeover Panel changes (including changes to the way in which the Takeover Panel assesses the application of the Takeover Code to English companies whose shares are listed outside of the UK), the Takeover Code may apply to us in the future.

The Takeover Code provides a framework within which takeovers of companies subject to it are conducted. In particular, the Takeover Code contains certain rules in respect of mandatory offers. Under the Takeover Code:

- (a) any person who acquires, whether by a series of transactions over a period of time or not, an interest in shares which (taken together with shares in which he is already interested, and in which persons acting in concert with him or her are interested) carry 30% or more of the voting rights of a company; or
- (b) any person who, together with persons acting in concert with him or her, is interested in shares which in the aggregate carry not less than 30% of the voting rights of a company but does not hold shares carrying more than 50% of such voting rights and such person, or any person acting in concert with him or her, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested,

such person shall, except in limited circumstances, be obliged to extend offers, on the basis set out in Rules 9.3, 9.4 and 9.5 of the Takeover Code, to the holders of any class of equity share capital, whether voting or non-voting, and also to the holders of any other class of transferable securities carrying voting rights. Offers for different classes of equity share capital must be comparable; the Takeover Panel should be consulted in advance in such cases.

- (i) An offer under Rule 9 of the Takeover Code must be in cash and at the highest price paid for any interest in the shares by the person required to make an offer or any person acting in concert with him or her during the 12 months prior to the announcement of the offer.
- (ii) Under the Takeover Code, a “concert party” arises where persons acting together pursuant to an agreement or understanding (whether formal or informal and whether or not in writing) actively

cooperate, through the acquisition by them of an interest in shares in a company, to obtain or consolidate control of the company. "Control" means holding, or aggregate holdings, of an interest in shares carrying 30% or more of the voting rights of the company, irrespective of whether the holding or holdings give *de facto* control.

Squeeze-out

- (i) Under Sections 979 to 982 of the Companies Act 2006, where a takeover offer has been made for us and the offeror has acquired, or unconditionally contracted to acquire, not less than 90% in value of the shares to which the offer relates and not less than 90% of the voting rights carried by those shares, it could then compulsorily acquire the remaining 10%. It would do so by sending a notice to the outstanding shareholders telling them that it will compulsorily acquire their shares, provided that no such notice may be served after the end of: (a) the period of three months beginning with the day after the last day on which the offer can be accepted; or (b) if earlier, and the offer is not one to which section 943(1) of the Companies Act 2006 applies, the period of six months beginning with the date of the offer.
- (ii) Six weeks following service of the notice, the offeror must send a copy of it to the company together with the consideration for the ordinary shares to which the notice relates, and an instrument of transfer executed on behalf of the outstanding shareholder(s) by a person appointed by the offeror.
- (iii) The company will hold the consideration on trust for the outstanding shareholders.

Sell-out

- (i) Sections 983 to 985 of the Companies Act 2006 also give minority shareholders in the company a right to be bought out in certain circumstances by an offeror who has made a takeover offer. If a takeover offer relating to all the ordinary shares of the company is made and the offeror has acquired or unconditionally agreed to acquire not less than 90% in value of the voting shares and not less than 90% of the voting rights carried by those shares, at any time before the end of the period within which the offer could be accepted, any holder of shares to which the offer related who had not accepted the offer could by a written communication to the offeror require it to acquire those shares. The offeror is required to give any shareholder notice of his right to be bought out within one month of that right arising. The offeror may impose a time limit on the rights of minority shareholders to be bought out, but that period cannot end less than three months after the end of the acceptance period, or, if longer a period of three months from the date of the notice.
- (ii) If a shareholder exercises his rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

Disclosure of Interest in Shares

Pursuant to Part 22 of the Companies Act 2006, a company incorporated in England and Wales is empowered by notice in writing to require any person whom the company knows to be, or has reasonable cause to believe to be, interested in the company's shares or at any time during the three years immediately preceding the date on which the notice is issued to have been so interested, within a reasonable time to disclose to the company details of that person's interest and (so far as is within such person's knowledge) details of any other interest that subsists or subsisted in those shares.

Under our Articles, if a shareholder defaults in supplying us with the required details in relation to the shares in question, or the Default Shares, within the prescribed period of 14 days, the shareholder shall not be entitled to vote or exercise any other right conferred by membership in relation to general meetings. Where the Default Shares represent 0.25% or more in nominal value of the issued shares of

the class in question (calculated exclusive of any shares held as treasury shares), the directors may direct that:

- any dividend or other money payable in respect of the Default Shares shall be retained by us without any liability to pay interest on it when such dividend or other money is finally paid to the shareholder; and/or
- no transfer by the relevant shareholder of shares (other than a transfer permitted in accordance with the provisions of our Articles) may be registered (unless such shareholder is not in default and the transfer does not relate to Default Shares).

Purchase of Own Shares

English law permits a public limited company to purchase its own shares out of the distributable profits of the company or the proceeds of a fresh issue of shares made for the purpose of financing the purchase, subject to complying with procedural requirements under the Companies Act 2006 and provided that its articles of association do not prohibit it from doing so. Our Articles, a summary of which is provided above, do not prohibit us from purchasing our own shares. A public limited company must not purchase its own shares if, as a result of the purchase, there would no longer be any issued shares of the company other than redeemable shares or shares held as treasury shares. Shares must be fully paid in order to be repurchased.

Any such purchase will be either a “market purchase” or “off-market purchase,” each as defined in the Companies Act 2006. A “market purchase” is a purchase made on a “recognized investment exchange” (other than an overseas exchange) as defined in the UK Financial Services and Markets Act 2000, as amended, or FSMA. An “off-market purchase” is a purchase that is not made on a “recognized investment exchange.” Both “market purchases” and “off-market purchases” require prior shareholder approval by way of an ordinary resolution. In the case of an “off-market purchase,” a company’s shareholders, other than the shareholders from whom the company is purchasing shares, must approve the terms of the contract to purchase shares and in the case of a “market purchase,” the shareholders must approve the maximum number of shares that can be purchased and the maximum and minimum prices to be paid by the company. Both resolutions authorizing “market purchases” and “off-market purchases” must specify a date, not later than five years after the passing of the resolution, on which the authority to purchase is to expire.

Nasdaq is an “overseas exchange” for the purposes of the Companies Act 2006 and does not fall within the definition of a “recognized investment exchange” for the purposes of FSMA and any purchase made by us would need to comply with the procedural requirements under the Companies Act 2006 that regulate “off-market purchases.”

A share buy-back by a company of its shares will give rise to UK stamp duty reserve tax and stamp duty at the rate of 0.5% of the amount or value of the consideration payable by the company (rounded up to the next £5.00). The charge to stamp duty reserve tax will be cancelled or, if already paid, repaid (generally with interest), where a transfer instrument for stamp duty purposes has been duly stamped within six years of the charge arising (either by paying the stamp duty or by claiming an appropriate relief) or if the instrument is otherwise exempt from stamp duty.

Our Articles do not have conditions governing changes to our capital which are more stringent than those required by law.

Distributions and Dividends

Under the Companies Act 2006, before a company can lawfully make a distribution or dividend, it must ensure that it has sufficient distributable reserves, as determined on a non-consolidated basis. The basic rule is that a company’s profits available for the purpose of making a distribution are its

accumulated, realized profits, so far as not previously utilized by distribution or capitalization, less its accumulated, realized losses, so far as not previously written off in a reduction or reorganization of capital duly made. The requirement to have sufficient distributable reserves before a distribution or dividend can be paid applies to us and to each of our subsidiaries that has been incorporated under English law.

As a public company, it is also not sufficient that we have made a distributable profit for the purpose of making a distribution. An additional capital maintenance requirement is imposed on us to ensure that our net worth is at least equal to the amount of our capital. A public company can only make a distribution:

- if, at the time that the distribution is made, the amount of its net assets (that is, the total excess of assets over liabilities) is not less than the total of its called up share capital and undistributable reserves; and
- if, and to the extent that, the distribution itself, at the time that it is made, does not reduce the amount of the net assets to less than that total.

Shareholder Rights

Certain rights granted under the Companies Act 2006, including the right to requisition a general meeting or require a resolution to be put to shareholders at the annual general meeting, are only available to our members. For English law purposes, our members are the persons who are registered as the owners of the legal title to the shares and whose names are recorded in our share register. If a person who holds their ADSs in DTC wishes to exercise certain of the rights granted under the Companies Act 2006, they may be required to first take steps to withdraw their ADSs from the settlement system operated by DTC and become the registered holder of the shares in our share register. A withdrawal of shares from DTC may have tax implications. For additional information on the potential tax implications of withdrawing your shares from the settlement system operated by DTC, see “Material Income Tax Considerations—UK Taxation.”

Exchange Controls

There are no governmental laws, decrees, regulations or other legislation in the UK that may affect the import or export of capital, including the availability of cash and cash equivalents for use by us, or that may affect the remittance of dividends, interest, or other payments by us to non-resident holders of our ordinary shares or ADSs, other than, on current law, withholding tax requirements that may apply in respect of interest. There is no limitation imposed by English law or in our Articles on the right of non-residents to hold or vote shares.

Differences in Corporate Law

The applicable provisions of the Companies Act 2006 differ from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain differences between the provisions of the Companies Act 2006 applicable to us and the General Corporation Law of the State of Delaware relating to shareholders' rights and protections.

	ENGLAND AND WALES	DELAWARE
Number of Directors	Under the Companies Act 2006, a public limited company must have at least two directors and the number of directors may be fixed by or in the manner provided for in a company's articles of association.	Under Delaware law, a corporation must have at least one director and the number of directors shall be fixed by or in the manner provided in the bylaws.

Removal of Directors	Under the Companies Act 2006, shareholders may remove a director without cause by an ordinary resolution (which is passed by a simple majority of those voting in person or by proxy at a general meeting) irrespective of any provisions of any service contract the director has with the company, provided 28 clear days' notice of the resolution has been given to the company and its shareholders. On receipt of notice of an intended resolution to remove a director, the company must forthwith send a copy of the notice to the director concerned. Certain other procedural requirements under the Companies Act 2006 must also be followed, such as allowing the director to make representations against his or her removal either at the meeting or in writing.	Under Delaware law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except (i) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board of directors is classified, shareholders may effect such removal only for cause, or (ii) in the case of a corporation having cumulative voting, if less than the entire board of directors is to be removed, no director may be removed without cause if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which he is a part.
Vacancies on the Board of Directors	Under English law, the procedure by which directors, other than a company's initial directors, are appointed is generally set out in a company's articles of association, provided that where two or more persons are appointed as directors of a public limited company by resolution of the shareholders, resolutions appointing each director must be voted on individually.	Under Delaware law, vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) or by a sole remaining director unless (i) otherwise provided in the certificate of incorporation or bylaws of the corporation or (ii) the certificate of incorporation directs that a particular class of stock is to elect such director, in which case a majority of the other directors elected by such class, or a sole remaining director elected by such class, will fill such vacancy.
Annual General Meeting	Under the Companies Act 2006, a public limited company must hold an annual general meeting within the six-month period beginning with the day following the company's annual accounting reference date.	Under Delaware law, the annual meeting of shareholders shall be held at such place, on such date and at such time as may be designated from time to time by the board of directors or as provided in the certificate of incorporation or by the bylaws.
General Meeting	Under the Companies Act 2006, a general meeting of the shareholders of a public limited company may be called by the directors.	Under Delaware law, special meetings of the shareholders may be called by the board of directors or by such person or persons as may be authorized by the certificate of incorporation or by the bylaws.
	Shareholders holding at least 5% of the paid-up capital of the company carrying voting rights at general meetings (excluding any paid up capital held as treasury shares) can require the directors to call a general meeting and, if the directors fail to do so within a certain period, may themselves (or any of them representing more than one half of the total voting rights of all of them) convene a general meeting.	

Notice of General Meetings	Under the Companies Act 2006, at least 21 clear days' notice must be given for an annual general meeting and any resolutions to be proposed at the meeting, subject to a company's articles of association providing for a longer period. Subject to a company's articles of association providing for a longer period, at least 14 clear days' notice is required for any other general meeting of a public limited company. In addition, certain matters, such as the removal of directors or auditors, require special notice, which is 28 clear days' notice. The shareholders of a company may in all cases consent to a shorter notice period, the proportion of shareholders' consent required being 100% of those entitled to attend and vote in the case of an annual general meeting and, in the case of any other general meeting, a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% in nominal value of the shares giving a right to attend and vote at the meeting.	Under Delaware law, unless otherwise provided in the certificate of incorporation or bylaws, written notice of any meeting of the shareholders must be given to each shareholder entitled to vote at the meeting not less than ten nor more than 60 days before the date of the meeting and shall specify the place, date, hour and purpose or purposes of the meeting.
Quorum	Subject to the provisions of a company's articles of association, the Companies Act 2006 provides that two shareholders present at a meeting (in person, by proxy or authorized representative under the Companies Act 2006) shall constitute a quorum for companies with more than one shareholder.	The certificate of incorporation or bylaws may specify the number of shares, the holders of which shall be present or represented by proxy at any meeting in order to constitute a quorum, but in no event shall a quorum consist of less than one third of the shares entitled to vote at the meeting. In the absence of such specification in the certificate of incorporation or bylaws, a majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders.
Proxy	Under the Companies Act 2006, at any meeting of shareholders, a shareholder may designate another person to attend, speak and vote at the meeting on their behalf by proxy.	Under Delaware law, at any meeting of shareholders, a shareholder may designate another person to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A director of a Delaware corporation may not issue a proxy representing the director's voting rights as a director.

Preemptive Rights	Under the Companies Act 2006, “equity securities,” being (i) shares in the company other than shares that, with respect to dividends and capital, carry a right to participate only up to a specified amount in a distribution, referred to as “ordinary shares,” or (ii) rights to subscribe for, or to convert securities into, ordinary shares, proposed to be allotted for cash must be offered first to the existing equity shareholders in the company in proportion to the respective nominal value of their holdings, unless an exception applies or a special resolution to the contrary has been passed by shareholders in a general meeting or the articles of association provide otherwise in each case in accordance with the provisions of the Companies Act 2006.	Under Delaware law, shareholders have no preemptive rights to subscribe to additional issues of stock or to any security convertible into such stock unless, and except to the extent that, such rights are expressly provided for in the certificate of incorporation.
Authority to Allot	Under the Companies Act 2006, the directors of a company must not allot shares or grant rights to subscribe for or convert any security into shares unless an exception applies or an ordinary resolution has been passed by shareholders in a general meeting authorizing such allotment or the articles of association provide for such authorization, in each case in accordance with the provisions of the Companies Act 2006.	Under Delaware law, if the corporation’s charter or certificate of incorporation so provides, the board of directors has the power to authorize the issuance of stock. The board of directors may authorize capital stock to be issued for consideration consisting of cash, any tangible or intangible property or any benefit to the corporation or any combination thereof. It may determine the amount of such consideration by approving a formula. In the absence of actual fraud in the transaction, the judgment of the directors as to the value of such consideration is conclusive.

Liability of
Directors and
Officers

Under the Companies Act 2006, any provision, whether contained in a company's articles of association or any contract or otherwise, that purports to exempt a director of a company, to any extent, from any liability that would otherwise attach to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company, is void. Any provision by which a company directly or indirectly provides an indemnity, to any extent, for a director of the company or of an associated company against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he or she is a director is also void except as permitted by the Companies Act 2006, which provides exceptions for the company to (i) purchase and maintain insurance against such liability; (ii) provide a "qualifying third party indemnity," or an indemnity against liability incurred by the director to a person other than the company or an associated company as long as he or she is successful in defending the claim or criminal proceedings; and (iii) provide a "qualifying pension scheme indemnity," or an indemnity against liability incurred in connection with the company's activities as trustee of an occupational pension plan.

Under Delaware law, a corporation's certificate of incorporation may include a provision eliminating or limiting the personal liability of a director to the corporation and its shareholders for damages arising from a breach of fiduciary duty as a director. However, no provision can limit the liability of a director for:

- any breach of the director's duty of loyalty to the corporation or its shareholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- intentional or negligent payment of unlawful dividends or stock purchases or redemptions; or
- any transaction from which the director derives an improper personal benefit.

Voting Rights	<p>For an English company it is usual for the articles of association to provide that, unless a poll is demanded by the shareholders of a company or is required by the chairperson of the meeting or the company's articles of association, shareholders shall vote on all resolutions on a show of hands. Under the Companies Act 2006, a poll may be demanded by (i) not fewer than five shareholders having the right to vote on the resolution; (ii) any shareholder(s) representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attaching to treasury shares); or (iii) any shareholder(s) holding shares in the company conferring a right to vote on the resolution (excluding any voting rights attaching to treasury shares) being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right. A company's articles of association may provide more extensive rights for shareholders to call a poll. Under English law, an ordinary resolution is passed on a show of hands if it is approved by a simple majority (more than 50%) of the votes cast by shareholders present (in person or by proxy) and entitled to vote. If a poll is demanded, an ordinary resolution is passed if it is approved by holders representing a simple majority of the total voting rights of shareholders present, in person or by proxy, who, being entitled to vote on the resolution. Special resolutions require the affirmative vote of not less than 75% of the votes cast by shareholders present, in person or by proxy, at the meeting.</p>	<p>Delaware law provides that, unless otherwise provided in the certificate of incorporation, each shareholder is entitled to one vote for each share of capital stock held by such shareholder.</p>
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Shareholder Vote
on Certain
Transactions

The Companies Act 2006 provides for schemes of arrangement, which are arrangements or compromises between a company and any class of shareholders or creditors and used in certain types of reconstructions, amalgamations, capital reorganizations or takeovers. These arrangements require:

- the approval at a shareholders' or creditors' meeting convened by order of the court, of a majority in number of shareholders or creditors or a class thereof representing 75% in value of the capital held by, or debt owed to, the class of shareholders or creditors, or class thereof present and voting, either in person or by proxy; and
- the approval of the court.

Generally, under Delaware law, unless the certificate of incorporation provides for the vote of a larger portion of the stock, completion of a merger, consolidation, sale, lease or exchange of all or substantially all of a corporation's assets or dissolution requires:

- the approval of the board of directors; and
- the approval by the vote of the holders of a majority of the outstanding stock or, if the certificate of incorporation provides for more or less than one vote per share, a majority of the votes of the outstanding stock of the corporation entitled to vote on the matter.

Standard of Conduct for Directors	<p>Under English law, a director owes various statutory and fiduciary duties to the company, including:</p> <ul style="list-style-type: none"> • to act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to: (i) the likely consequences of any decision in the long-term, (ii) the interests of the company's employees, (iii) the need to foster the company's business relationships with suppliers, customers and others, (iv) the impact of the company's operations on the community and the environment, (v) the desirability to maintain a reputation for high standards of business conduct, and (vi) the need to act fairly as between members of the company; • to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly conflicts, with the interests of the company; • to act in accordance with the company's constitution and only exercise his powers for the purposes for which they are conferred; • to exercise independent judgment; • to exercise reasonable care, skill and diligence; • not to accept benefits from a third party conferred by reason of his being a director or doing, or not doing, anything as a director; and • a duty to declare any interest that he has, whether directly or indirectly, in a proposed or existing transaction or arrangement with the company. 	<p>Delaware law does not contain specific provisions setting forth the standard of conduct of a director. The scope of the fiduciary duties of directors is generally determined by the courts of the State of Delaware. In general, directors have a duty to act without self-interest, on a well-informed basis and in a manner they reasonably believe to be in the best interest of the shareholders.</p> <p>Directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and to its shareholders. The duty of care generally requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself or herself of all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his corporate position for personal gain or advantage. In general, but subject to certain exceptions, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Delaware courts have also imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation.</p> <p>In addition, under Delaware law, when the board of directors of a Delaware corporation approves the sale or break-up of a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available to the shareholders.</p>
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Shareholder Suits Under English law, generally, the company, rather than its shareholders, is the proper claimant in an action in respect of a wrong done to the company or where there is an irregularity in the company's internal management. Notwithstanding this general position, the Companies Act 2006 provides that (i) a court may allow a shareholder to bring a derivative claim (that is, an action in respect of and on behalf of the company) in respect of a cause of action arising from a director's negligence, default, breach of duty or breach of trust and (ii) a shareholder may bring a claim for a court order where the company's affairs have been or are being conducted in a manner that is unfairly prejudicial to some of its shareholders.

Under Delaware law, a shareholder may initiate a derivative action to enforce a right of a corporation if the corporation fails to enforce the right itself. The complaint must:

- state that the plaintiff was a shareholder at the time of the transaction of which the plaintiff complains or that the plaintiff's shares thereafter devolved on the plaintiff by operation of law; and
- allege with particularity the efforts made by the plaintiff to obtain the action the plaintiff desires from the directors and the reasons for the plaintiff's failure to obtain the action; or
- state the reasons for not making the effort.

Additionally, the plaintiff must remain a shareholder through the duration of the derivative suit. The action will not be dismissed or compromised without the approval of the Delaware Court of Chancery.

Stock Exchange Listing

We have applied to list our ADSs on the Nasdaq Global Market under the symbol "CMPS."

Transfer Agent and Registrar of Shares

Our share register will be maintained by Neville Registrars Limited upon the closing of this offering. The share register reflects only record owners of our ordinary shares. Holders of our ADSs will not be treated as our shareholders and their names will therefore not be entered in our share register. The depositary, the custodian or their nominees will be the holder of the ordinary shares underlying our ADSs. Holders of our ADSs have a right to receive the ordinary shares underlying their ADSs. For discussion on our ADSs and ADS holder rights, see "Description of American Depositary Shares" in this prospectus.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

Citibank, N.A. has agreed to act as the depositary bank for the American Depositary Shares. Citibank's depositary offices are located at 388 Greenwich Street, New York, New York 10013. American Depositary Shares are frequently referred to as "ADSs" and represent ownership interests in securities that are on deposit with the depositary bank. ADSs may be represented by certificates that are commonly known as "American Depositary Receipts," or "ADRs." The depositary bank typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Citibank, N.A. (London), located at Citigroup Centre, Canary Wharf, London, E14 5LB, United Kingdom.

We have appointed Citibank, N.A. as depositary pursuant to a deposit agreement. A copy of the deposit agreement is on file with the SEC under cover of a registration statement on Form F-6. You may obtain a copy of the deposit agreement from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the SEC's website (www.sec.gov). Please refer to registration number 333- when retrieving such copy.

We are providing you with a summary description of the material terms of our ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs will be determined by reference to the terms of the deposit agreement and not by this summary. We urge you to review the deposit agreement in its entirety. The portions of this summary description that are italicized describe matters that may be relevant to the ownership of ADSs but that may not be contained in the deposit agreement.

Each ADS represents the right to receive, and to exercise the beneficial ownership interests in one ordinary share that is on deposit with the depositary and/or custodian. An ADS also represents the right to receive, and to exercise the beneficial interests in, any other property received by the depositary or the custodian on behalf of the owner of our ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations. We and the depositary may agree to change our ADS-to-ordinary share ratio by amending the deposit agreement. This amendment may give rise to, or change, the depositary fees payable by ADS owners. The custodian, the depositary and their respective nominees will hold all deposited property for the benefit of the holders and beneficial owners of ADSs. The deposited property does not constitute the proprietary assets of the depositary, the custodian or their nominees. Beneficial ownership in the deposited property will under the terms of the deposit agreement be vested in the beneficial owners of our ADSs. The depositary, the custodian and their respective nominees will be the record holders of the deposited property represented by our ADSs for the benefit of the holders and beneficial owners of the corresponding ADSs. A beneficial owner of ADSs may or may not be the holder of ADSs. Beneficial owners of ADSs will be able to receive, and to exercise beneficial ownership interests in, the deposited property only through the registered holders of our ADSs, the registered holders of our ADSs (on behalf of the applicable ADS owners) only through the depositary, and the depositary (on behalf of the owners of the corresponding ADSs) directly, or indirectly, through the custodian or their respective nominees, in each case upon the terms of the deposit agreement.

If you become an owner of our ADSs, you will become a party to the deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement and the ADR specify our rights and obligations as well as your rights and obligations as owner of ADSs and those of the depositary. As an ADS holder you appoint the depositary to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, our obligations to the holders of ordinary shares will continue to be governed by the laws of England and Wales, which may be different from the laws of the United States.

In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. Neither the depositary, the custodian, us or any of their or our respective agents or affiliates shall be required to take any actions whatsoever on your behalf to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

The manner in which you own the ADSs (i.e., in a brokerage account vs. as registered holder, or as holder of certificated vs. uncertificated ADSs) may affect your rights and obligations, and the manner in which, and extent to which, the depositary bank's services are made available to you. As an owner of ADSs, we will not treat you as one of our shareholders and you will not have direct shareholder rights. The depositary will hold on your behalf the shareholder rights attached to the ordinary shares underlying your ADSs. As an owner of ADSs you will be able to exercise the shareholders rights for the ordinary shares represented by your ADSs through the depositary only to the extent contemplated in the deposit agreement. To exercise any shareholder rights not contemplated in the deposit agreement you will, as an ADS owner, need to arrange for the cancellation of your ADSs and become a direct shareholder.

As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary (commonly referred to as the direct registration system or DRS). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary to the holders of our ADSs. The direct registration system includes automated transfers between the depositary and The Depository Trust Company, or DTC, the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as our ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the name of a nominee of DTC. This summary description assumes you have opted to own our ADSs directly by means of an ADS registered in your name and, as such, we will refer to you as the "holder." When we refer to "you," we assume the reader owns ADSs and will own ADSs at the relevant time.

The registration of the ordinary shares in the name of the depositary or the custodian shall, to the maximum extent permitted by applicable law, vest in the depositary or the custodian the record ownership in the applicable ordinary shares with the beneficial ownership rights and interests in such ordinary shares being at all times vested with the beneficial owners of our ADSs representing the ordinary shares. The depositary or the custodian shall at all times be entitled to exercise the beneficial ownership rights in all deposited property, in each case only on behalf of the holders and beneficial owners of our ADSs representing the deposited property.

Dividends and Other Distributions

As a holder of ADSs, you generally have the right to receive the distributions we make on the securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders of ADSs will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of the specified record date, after deduction the applicable fees, taxes and expenses.

Distributions of Cash

Whenever we make a cash distribution for the securities on deposit with the custodian, we will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the

depository will arrange for the funds received in a currency other than U.S. dollars to be converted into U.S. dollars and for the distribution of the U.S. dollars to the holders, subject to the laws and regulations of England and Wales.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The depository will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. The depository will hold any cash amounts it is unable to distribute in a non-interest bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or the funds that the depository holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States.

Distributions of Shares

Whenever we make a free distribution of ordinary shares for the securities on deposit with the custodian, we will deposit the applicable number of ordinary shares with the custodian. Upon receipt of confirmation of such deposit, the depository will either distribute to holders new ADSs representing the ordinary shares deposited or modify our ADS-to-ordinary shares ratio, in which case each ADS you hold will represent rights and interests in the additional ordinary shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of our ADS-to-ordinary share ratio upon a distribution of ordinary shares will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depository may sell all or a portion of the new ordinary shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (i.e., the U.S. securities laws) or if it is not operationally practicable. If the depository does not distribute new ADSs as described above, it may sell the ordinary shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

Distributions of Rights

Whenever we intend to distribute rights to purchase additional ordinary shares, we will give prior notice to the depository and we will assist the depository in determining whether it is lawful and reasonably practicable to distribute rights to purchase additional ADSs to holders.

The depository will establish procedures to distribute rights to purchase additional ADSs to holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available to holders of ADSs, and if we provide all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes and other governmental charges to subscribe for the new ADSs upon the exercise of your rights. The depository is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to purchase new ordinary shares other than in the form of ADSs.

The depository will *not* distribute the rights to you if:

- we do not timely request that the rights be distributed to you or we request that the rights not be distributed to you; or

- we fail to deliver satisfactory documents to the depositary; or
- it is not reasonably practicable to distribute the rights.

The depositary will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to holders as in the case of a cash distribution. If the depositary is unable to sell the rights, it will allow the rights to lapse.

Elective Distributions

Whenever we intend to distribute a dividend payable at the election of shareholders either in cash or in additional shares, we will give prior notice thereof to the depositary and will indicate whether we wish the elective distribution to be made available to you. In such case, we will assist the depositary in determining whether such distribution is lawful and reasonably practicable.

The depositary will make the election available to you only if it is reasonably practicable and if we have provided all of the documentation contemplated in the deposit agreement. In such case, the depositary will establish procedures to enable you to elect to receive either cash or additional ADSs, in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a shareholder in England and Wales would receive upon failing to make an election, as more fully described in the deposit agreement.

Other Distributions

Whenever we intend to distribute property other than cash, ordinary shares or rights to purchase additional ordinary shares, we will notify the depositary in advance and will indicate whether we wish such distribution to be made to you. If so, we will assist the depositary in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if we provide all of the documentation contemplated in the deposit agreement, the depositary will distribute the property to the holders in a manner it deems practicable.

The distribution will be made net of fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes and governmental charges, the depositary may sell all or a portion of the property received.

The depositary will *not* distribute the property to you and will sell the property if:

- we do not request that the property be distributed to you or if we ask that the property not be distributed to you; or
- we do not deliver satisfactory documents to the depositary; or
- the depositary determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

Redemption

Whenever we decide to redeem any of the securities on deposit with the custodian, we will notify the depositary in advance. If it is practicable and if we provide all of the documentation contemplated in the deposit agreement, the depositary will provide notice of the redemption to the holders.

The custodian will be instructed to surrender the shares being redeemed against payment of the applicable redemption price. The depositary will convert the redemption funds received into U.S. dollars upon the terms of the deposit agreement and will establish procedures to enable holders to receive the net proceeds from the redemption upon surrender of their ADSs to the depositary. You may have to pay fees, expenses, taxes and other governmental charges upon the redemption of your ADSs. If less than all ADSs are being redeemed, our ADSs to be retired will be selected by lot or on a pro rata basis, as the depositary may determine.

Changes Affecting Ordinary Shares

The ordinary shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of such ordinary shares or a recapitalization, reorganization, merger, consolidation or sale of our assets.

If any such change were to occur, your ADSs would, to the extent permitted by law, represent the right to receive the property received or exchanged in respect of the ordinary shares held on deposit. The depositary may in such circumstances deliver new ADSs to you, amend the deposit agreement, the ADRs and the applicable Registration Statement(s) on Form F-6, call for the exchange of your existing ADSs for new ADSs and take any other actions that are appropriate to reflect as to our ADSs the change affecting the ordinary shares. If the depositary may not lawfully distribute such property to you, the depositary may sell such property and distribute the net proceeds to you as in the case of a cash distribution.

Issuance of ADSs upon Deposit of Ordinary Shares

Upon completion of this offering, the ordinary shares being offered pursuant to this prospectus will be deposited by us with the custodian. Upon receipt of confirmation of such deposit, the depositary will issue ADSs to the underwriters named in this prospectus. After the completion of this offering, the ordinary shares that are being offered for sale pursuant to this prospectus will be deposited by us with the custodian. Upon receipt of confirmation of such deposit, the depositary will issue ADSs to the underwriters named in this prospectus.

After the closing of this offer, the depositary may create ADSs on your behalf if you or your broker deposit ordinary shares with the custodian. The depositary will deliver these ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of the ordinary shares to the custodian. Your ability to deposit ordinary shares and receive ADSs may be limited by United States and England and Wales legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary or the custodian receives confirmation that all required approvals have been given and that the ordinary shares have been duly transferred to the custodian. The depositary will only issue ADSs in whole numbers.

When you make a deposit of ordinary shares, you will be responsible for transferring good and valid title to the depositary. As such, you will be deemed to represent and warrant that:

- the ordinary shares are duly authorized, validly issued, fully paid, non-assessable and legally obtained;
- all preemptive (and similar) rights, if any, with respect to such ordinary shares have been validly waived or exercised;
- you are duly authorized to deposit the ordinary shares;

- the ordinary shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and our ADSs issuable upon such deposit will not be, “restricted securities” (as defined in the deposit agreement); and
- the ordinary shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, we and the depositary may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

Transfer, Combination and Split Up of ADRs

As an ADR holder, you will be entitled to transfer, combine or split up your ADRs and our ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary and also must:

- ensure that the surrendered ADR is properly endorsed or otherwise in proper form for transfer;
- provide such proof of identity and genuineness of signatures as the depositary deems appropriate;
- provide any transfer stamps required by the State of New York or the United States; and
- pay all applicable fees, charges, expenses, taxes and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary with your request to have them combined or split up, and you must pay all applicable fees, charges and expenses payable by ADR holders, pursuant to the terms of the deposit agreement, upon a combination or split up of ADRs.

Withdrawal of Ordinary Shares Upon Cancellation of ADSs

As a holder, you will be entitled to present your ADSs to the depositary for cancellation and then receive the corresponding number of underlying ordinary shares at the custodian's offices. Your ability to withdraw the ordinary shares held in respect of our ADSs may be limited by United States and England and Wales considerations applicable at the time of withdrawal. In order to withdraw the ordinary shares represented by your ADSs, you will be required to pay to the depositary the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the ordinary shares. You assume the risk for delivery of all funds and securities upon withdrawal. Once canceled, our ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary may deem appropriate before it will cancel your ADSs. The withdrawal of the ordinary shares represented by your ADSs may be delayed until the depositary receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the securities represented by your ADSs at any time except as a result of:

- temporary delays that may arise because (i) the transfer books for the ordinary shares or ADSs are closed, or (ii) ordinary shares are immobilized on account of a shareholders' meeting or a payment of dividends;

- obligations to pay fees, taxes and similar charges; and/or
- restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

Voting Rights

As a holder, you generally have the right under the deposit agreement to instruct the depositary to exercise the voting rights for the ordinary shares represented by your ADSs. The voting rights of holders of ordinary shares are described in “Description of Share Capital and Articles of Association—Articles of Association” in this prospectus.

At our request, the depositary will distribute to you any notice of shareholders’ meeting received from us together with information explaining how to instruct the depositary to exercise the voting rights of the ordinary shares represented by ADSs.

If the depositary timely receives voting instructions from a holder of ADSs, it will endeavor to vote the securities (in person or by proxy) represented by the holder’s ADSs as follows:

- In the event of voting by show of hands, the depositary will vote (or cause the custodian to vote) all ordinary shares held on deposit at that time in accordance with the voting instructions received from a majority of holders of ADSs who provide timely voting instructions.
- In the event of voting by poll, the depositary will vote (or cause the custodian to vote) the ordinary shares held on deposit in accordance with the voting instructions received from the holders of ADSs.

Securities for which no voting instructions have been received will not be voted (except as otherwise contemplated by the deposit agreement). Please note that the ability of the depositary to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary in a timely manner.

Fees and Charges

As an ADS holder, you will be required to pay the following fees under the terms of the deposit agreement:

SERVICE	FEE
Issuance of ADSs (i.e., an issuance of ADS upon a deposit of ordinary shares or upon a change in our ADS(s)-to-ordinary shares ratio), excluding ADS issuances as a result of distributions of ordinary shares	Up to U.S. 5¢ per ADS issued
Cancellation of ADSs (i.e., a cancellation of ADSs for delivery of deposited property, upon a change in our ADS(s)-to-ordinary shares ratio, or for any other reason)	Up to U.S. 5¢ per ADS cancelled
Distribution of cash dividends or other cash distributions (i.e., upon a sale of rights and other entitlements)	Up to U.S. 5¢ per ADS held
Distribution of ADSs pursuant to (i) share dividends or other free share distributions, or (ii) exercise of rights to purchase additional ADSs	Up to U.S. 5¢ per ADS held
Distribution of securities other than ADSs or rights to purchase additional ADSs (i.e., upon a spin-off)	Up to U.S. 5¢ per ADS held
ADS Services	Up to U.S. 5¢ per ADS held on the applicable record date(s) established by the depositary bank
Registration of ADS transfers (i.e., upon a registration of the transfer of registered ownership of ADSs, upon a transfer of ADSs into DTC and vice versa, or for any other reason)	Up to U.S. 5¢ per ADS (or fraction thereof) transferred
Conversion of ADSs of one series for ADSs of another series (i.e., upon conversion of Partial Entitlement ADSs for Full Entitlement ADSs, or upon conversion of Restricted ADSs (each as defined in the Deposit Agreement) into freely transferable ADSs, and vice versa)	Up to U.S. 5¢ per ADS (or fraction thereof) transferred

As an ADS holder you will also be responsible to pay certain charges such as:

- taxes (including applicable interest and penalties) and other governmental charges;
- the registration fees as may from time to time be in effect for the registration of ordinary shares on the share register and applicable to transfers of ordinary shares to or from the name of the custodian, the depositary or any nominees upon the making of deposits and withdrawals, respectively;
- certain cable, telex and facsimile transmission and delivery expenses;
- the fees, expenses, spreads, taxes and other charges of the depositary and/or service providers (which may be a division, branch or affiliate of the depositary) in the conversion of foreign currency;
- the reasonable and customary out of pocket expenses incurred by the depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to ordinary shares, ADSs and ADRs; and
- the fees, charges, costs and expenses incurred by the depositary, the custodian or any nominee in connection with the ADR program.

ADS fees and charges for (i) the issuance of ADSs, and (ii) the cancellation of ADSs are charged to the person for whom our ADSs are issued (in the case of ADS issuances) and to the person for whom ADSs are cancelled (in the case of ADS cancellations). In the case of ADSs issued by the depositary into DTC, our ADS issuance and cancellation fees and charges may be deducted from distributions made through DTC, and may be charged to the DTC participant(s) receiving our ADSs being issued or the DTC participant(s) holding our ADSs being cancelled, as the case may be, on behalf of the beneficial owner(s) and will be charged by the DTC participant(s) to the account of the applicable beneficial owner(s) in accordance with the procedures and practices of the DTC participants as in effect at the time. ADS fees and charges in respect of distributions and our ADS service fee are charged to the holders as of the applicable ADS record date. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) our ADS service fee, holders as of our ADS record date will be invoiced for the amount of our ADS fees and charges and such ADS fees and charges may be deducted from distributions made to holders of ADSs. For ADSs held through DTC, our ADS fees and charges for distributions other than cash and our ADS service fee may be deducted from distributions made through DTC, and may be charged to the DTC participants in accordance with the procedures and practices prescribed by DTC and the DTC participants in turn charge the amount of such ADS fees and charges to the beneficial owners for whom they hold ADSs. In the case of (i) registration of ADS transfers, the ADS transfer fee will be payable by the ADS Holder whose ADSs are being transferred or by the person to whom the ADSs are transferred, and (ii) conversion of ADSs of one series for ADSs of another series, the ADS conversion fee will be payable by the Holder whose ADSs are converted or by the person to whom the converted ADSs are delivered.

In the event of refusal to pay the depositary fees, the depositary may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to our ADS holder. Certain of the depositary fees and charges (such as our ADS services fee) may become payable shortly after the closing of our ADS offering. Note that the fees and charges you may be required to pay may vary over time and may be changed by us and by the depositary. You will receive prior notice of such changes. The depositary may reimburse us for certain expenses incurred by us in respect of the ADR program, by making available a portion of our ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary agree from time to time.

Amendments and Termination

We may agree with the depositary to modify the deposit agreement at any time without your consent. We undertake to give holders 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. We will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for our ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, we may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the ordinary shares represented by your ADSs (except as permitted by law).

We have the right to direct the depositary to terminate the deposit agreement. Similarly, the depositary may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary must give notice to the holders at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

Termination

After termination, the depositary will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and may sell the securities held on deposit. After the sale, the depositary will hold the proceeds from such sale and any other funds then held for the holders of ADSs in a non-interest bearing account. At that point, the depositary will have no further obligations to holders other than to account for the funds then held for the holders of ADSs still outstanding (after deduction of applicable fees, taxes and expenses).

In connection with any termination of the deposit agreement, the depositary may make available to owners of ADSs a means to withdraw the ordinary shares represented by ADSs and to direct the depositary of such ordinary shares into an unsponsored American depositary share program established by the depositary. The ability to receive unsponsored American depositary shares upon termination of the deposit agreement would be subject to satisfaction of certain U.S. regulatory requirements applicable to the creation of unsponsored American depositary shares and the payment of applicable depositary fees.

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to our ADSs and the deposit agreement.

The depositary will maintain in New York facilities to record and process the issuance, cancellation, combination, split-up and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

Limitations on Obligations and Liabilities

The deposit agreement limits our obligations and the depositary's obligations to you. Please note the following:

- We and the depositary are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.
- The depositary disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- The depositary disclaims any liability for any failure to determine the lawfulness or practicality of any action, for the content of any document forwarded to you on our behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in ordinary shares, for the validity or worth of the ordinary shares, for any tax consequences that result from the ownership of ADSs, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of our notices or for our failure to give notice.
- We and the depositary will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.
- We and the depositary disclaim any liability if we or the depositary are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future of any law or regulation, or by reason of present or future provision of any provision of our Articles, or any provision of or governing the securities on deposit, or by reason of any act of God or war or other circumstances beyond our control.

- We and the depositary disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our Articles or in any provisions of or governing the securities on deposit.
- We and the depositary further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting ordinary shares for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of us in good faith to be competent to give such advice or information.
- We and the depositary also disclaim liability for the inability by a holder to benefit from any distribution, offering, right or other benefit that is made available to holders of ordinary shares but is not, under the terms of the deposit agreement, made available to you.
- We and the depositary may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- We and the depositary also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.
- No disclaimer of any Securities Act liability is intended by any provision of the deposit agreement.

Taxes

You will be responsible for the taxes and other governmental charges payable on our ADSs and the securities represented by our ADSs. We, the depositary and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary may refuse to issue ADSs, to deliver, transfer, split and combine ADRs or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary and the custodian may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary and to the custodian proof of taxpayer status and residence and such other information as the depositary and the custodian may require to fulfill their legal obligations. You are required to indemnify us, the depositary and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.

Foreign Currency Conversion

The depositary will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary may take the following actions in its discretion:

- Convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the holders for whom the conversion and distribution is lawful and practical.
- Distribute the foreign currency to holders for whom the distribution is lawful and practical.
- Hold the foreign currency (without liability for interest) for the applicable holders.

Governing Law/Waiver of Jury Trial

The deposit agreement, the ADRs and the ADSs will be interpreted in accordance with the laws of the State of New York. The rights of holders of ordinary shares (including ordinary shares represented by ADSs) are governed by the laws of England and Wales.

As an owner of ADSs, you irrevocably agree that any legal action arising out of the Deposit Agreement, the ADSs or the ADRs, involving the Company or the Depositary, may only be instituted in as state or federal court in the City of New York.

AS A PARTY TO THE DEPOSIT AGREEMENT, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THE DEPOSIT AGREEMENT OR THE ADRs AGAINST US AND/OR THE DEPOSITARY.

ORDINARY SHARES AND ADSs ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our ordinary shares or ADSs. Upon completion of this offering, we will have ADSs outstanding, representing ordinary shares. Future sales of ADSs in the public market after this offering, and the availability of ADSs for future sale, could adversely affect the market price of our ADSs prevailing from time to time. Some of the ADSs underlying our ordinary shares are subject to contractual and legal restrictions on resale as described below. There may be sales of substantial amounts of our ADSs or ordinary shares in the public market after such restrictions lapse, which could adversely affect prevailing market prices of our ADSs.

We expect ADSs, or ADSs if the underwriters exercise in full their option to purchase additional ADSs, sold in this offering will be freely transferable without restriction, except for any shares purchased by one or more of our existing "affiliates," as that term is defined in Rule 144 under the Securities Act of 1933, or the Securities Act. We expect the remaining ADSs will be subject to the contractual 180-day lock-up period described below. This may adversely affect the prevailing market price of our ADSs and our ability to raise equity capital in the future.

Rule 144

In general, persons who have beneficially owned restricted ordinary shares for at least six months, and any of our affiliates who own either restricted or unrestricted securities, are entitled to sell their securities without registration with the Securities and Exchange Commission, or SEC, under an exemption from registration provided by Rule 144 under the Securities Act.

Non-Affiliates

Any person who is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale may sell an unlimited number of restricted securities under Rule 144 if:

- the restricted securities have been held for at least six months, including the holding period of a prior owner other than one of our affiliates;
- we have been subject to the Securities Exchange Act of 1934, or the Exchange Act, periodic reporting requirements for at least 90 days before the sale; and
- we are current in our Exchange Act reporting at the time of sale.

Any person who is not deemed to have been an affiliate of ours at the time of, or at any time during the three months preceding, a sale and has held the restricted securities for at least one year, including the holding period of any prior owner other than one of our affiliates, will be entitled to sell an unlimited number of restricted securities without regard to the length of time we have been subject to Exchange Act periodic reporting or whether we are current in our Exchange Act reporting.

Affiliates

Persons seeking to sell restricted securities who are our affiliates at the time of, or any time during the three months preceding, a sale, would be subject to the restrictions described above. They are also subject to additional restrictions, by which such person would be required to comply with the manner of sale and notice provisions of Rule 144 and would be entitled to sell within any three-month period only that number of securities that does not exceed the greater of either of the following:

- 1% of the number of ordinary shares then outstanding, which will equal approximately shares immediately after the closing of this offering based on the number of ordinary shares outstanding as of ; or

- the average weekly trading volume of our ADSs on the Nasdaq Global Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Additionally, persons who are our affiliates at the time of, or any time during the three months preceding, a sale may sell unrestricted securities under the requirements of Rule 144 described above, without regard to the six-month holding period of Rule 144, which does not apply to sales of unrestricted securities.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and in the section of this prospectus titled "Underwriting" and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Regulation S

Regulation S provides generally that sales made in offshore transactions are not subject to the registration or prospectus delivery requirements of the Securities Act, provided that no directed selling efforts (as that term is defined in Regulation S) are made in the United States, subject to certain other conditions. In general, this means that our ordinary shares may be sold in some manner outside the United States without requiring registration in the United States.

Lock-up Agreements

All of our directors, executive officers and substantially all of our shareholders have agreed, subject to limited exceptions, not to offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly, or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of our ADSs, ordinary shares or such other securities for a period of 180 days after the date of this prospectus, without the prior written consent of Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC may waive the provisions of these agreements, in full or in part, at any time in their sole discretion. See "Underwriting."

MATERIAL INCOME TAX CONSIDERATIONS

The following summary contains a description of material UK and U.S. federal income tax consequences of the acquisition, ownership and disposition of our ordinary shares or ADSs. This summary should not be considered a comprehensive description of all the tax considerations that may be relevant to the decision to acquire ordinary shares or ADSs in this offering.

Material U.S. Federal Income Tax Considerations for U.S. Holders

The following is a description of the material U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of our ordinary shares or ADSs. It is not a comprehensive description of all tax considerations that may be relevant to a particular person's decision to acquire securities. This discussion applies only to a U.S. Holder that is an initial purchaser of the ordinary shares or ADSs pursuant to the offering and that holds our ordinary shares or ADSs as a capital asset for tax purposes (generally, property held for investment). In addition, it does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including state and local tax consequences, estate tax consequences, alternative minimum tax consequences, the potential application of the Medicare contribution tax, and tax consequences applicable to U.S. Holders subject to special rules, such as:

- banks, insurance companies, and certain other financial institutions;
- U.S. expatriates and certain former citizens or long-term residents of the United States;
- dealers or traders in securities who use a mark-to-market method of tax accounting;
- persons holding ordinary shares or ADSs as part of a hedging transaction, "straddle," wash sale, conversion transaction or integrated transaction or persons entering into a constructive sale with respect to ordinary shares or ADSs;
- persons whose "functional currency" for U.S. federal income tax purposes is not the U.S. dollar;
- brokers, dealers or traders in securities, commodities or currencies;
- tax-exempt entities or government organizations;
- S corporations, partnerships, or other entities or arrangements classified as partnerships for U.S. federal income tax purposes;
- regulated investment companies or real estate investment trusts;
- persons that own or are deemed to own 10% or more of the voting power or value of our ordinary shares or ADSs;
- persons who acquired our ordinary shares or ADSs pursuant to the exercise of any employee share option or otherwise as compensation;
- persons holding our ordinary shares or ADSs in connection with a trade or business, permanent establishment, or fixed base outside the United States; and
- persons who own (directly or through attribution) 10% or more (by vote or value) of our outstanding ordinary shares.

If an entity that is classified as a partnership for U.S. federal income tax purposes holds ordinary shares or ADSs, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships holding ordinary shares or ADSs and partners in such partnerships are encouraged to consult their tax advisers as to the particular U.S. federal income tax consequences of holding and disposing of ordinary shares or ADSs.

The discussion is based on the Internal Revenue Code of 1986, as amended, or the Code, administrative pronouncements, judicial decisions, final, temporary and proposed Treasury Regulations, and the income tax treaty between the UK and the United States, all as of the date hereof, changes to any of which may affect the tax consequences described herein—possibly with retroactive effect.

A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of ordinary shares or ADSs and is:

- (i) An individual who is a citizen or individual resident of the United States;
- (ii) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia;
- (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- (iv) a trust if (1) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (2) the trust has a valid election to be treated as a U.S. person under applicable U.S. Treasury Regulations.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms. Generally, a U.S. Holder of an ADS should be treated for U.S. federal income tax purposes as holding the ordinary shares represented by our ADS. Accordingly, no gain or loss will be recognized upon an exchange of ADSs for ordinary shares. The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying our ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security. Accordingly the creditability of foreign taxes, if any, as described below, could be affected by actions taken by intermediaries in the chain of ownership between the holders of ADSs and our company if as a result of such actions the holders of ADSs are not properly treated as beneficial owners of the underlying ordinary shares. These actions would also be inconsistent with the claiming of the reduced tax rate, described below, applicable to dividends received by certain non-corporate holders.

PERSONS CONSIDERING AN INVESTMENT IN ORDINARY SHARES OR ADSs SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM RELATING TO THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE ORDINARY SHARES OR ADSs, INCLUDING THE APPLICABILITY OF U.S. FEDERAL, STATE AND LOCAL TAX LAWS.

Passive Foreign Investment Company Rules

If we are classified as a passive foreign investment company, or PFIC, in any taxable year, a U.S. Holder will be subject to special rules generally intended to reduce or eliminate any benefits from the deferral of U.S. federal income tax that a U.S. Holder could derive from investing in a non-U.S. company that does not distribute all of its earnings on a current basis.

A non-U.S. corporation will be classified as a PFIC for any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income is passive income (such as interest income); or
- at least 50% of its gross assets (determined on the basis of a quarterly average) is attributable to assets that produce passive income or are held for the production of passive income.

Based on the current and expected composition of our income and assets and the value of our assets, we do not expect to be a PFIC for our current taxable year. However, no assurances regarding our PFIC status can be provided for the current taxable year or any future taxable years. The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis applying principles and methodologies that in some circumstances are unclear and subject to varying interpretation. In addition, our belief that we do not expect to be a PFIC for the current taxable year is based upon proposed Treasury Regulations and there is a risk that those proposed Treasury Regulations may be modified or withdrawn, which could result in our being classified as a PFIC for the current taxable year and future taxable years. If we are treated as a non-publicly traded CFC for the year being tested for purposes of the PFIC rules, the value of our assets will be measured by the adjusted tax basis of our assets. If we are a publicly traded CFC or not a CFC for such year, the value of our assets generally will be determined by reference to the market price of our ordinary shares or ADSs from time to time, which may fluctuate considerably. Under the income test, our status as a PFIC depends on the composition of our income which will depend on the transactions we enter into in the future and our corporate structure. The composition of our income and assets is also affected by the spending of the cash we raise in any offering, including this offering.

If we are classified as a PFIC in any year with respect to which a U.S. Holder owns the ordinary shares or ADSs, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns the ordinary shares or ADSs, regardless of whether we continue to meet the tests described above unless (i) we cease to be a PFIC and the U.S. Holder has made a “deemed sale” election under the PFIC rules, or (ii) the U.S. Holder makes a Qualified Electing Fund Election, or QEF Election, with respect to all taxable years during such U.S. Holders holding period in which we are a PFIC. If the “deemed sale” election is made, a U.S. Holder will be deemed to have sold the ordinary shares or ADSs the U.S. Holder holds at their fair market value and any gain from such deemed sale would be subject to the rules described below. After the deemed sale election, so long as we do not become a PFIC in a subsequent taxable year, the U.S. Holder’s ordinary shares or ADSs with respect to which such election was made will not be treated as shares in a PFIC and the U.S. Holder will not be subject to the rules described below with respect to any “excess distribution” the U.S. Holder receives from us or any gain from an actual sale or other disposition of the ordinary shares or ADSs. U.S. Holders should consult their tax advisors as to the possibility and consequences of making a deemed sale election if we cease to be a PFIC and such election becomes available.

For each taxable year we are treated as a PFIC with respect to U.S. Holders, U.S. Holders will be subject to special tax rules with respect to any “excess distribution” such U.S. Holder receives and any gain such U.S. Holder recognizes from a sale or other disposition (including, under certain circumstances, a pledge) of ordinary shares or ADSs, unless (i) such U.S. Holder makes a QEF Election or (ii) our ordinary shares or ADSs constitute “marketable” securities, and such U.S. Holder makes a mark-to-market election as discussed below. Distributions a U.S. Holder receives in a taxable year that are greater than 125% of the average annual distributions a U.S. Holder received during the shorter of the three preceding taxable years or the U.S. Holder’s holding period for the ordinary shares or ADSs will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over a U.S. Holder’s holding period for the ordinary shares or ADSs;

- the amount allocated to the taxable year of disposition or distribution, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income; and
- the amount allocated to each other year will be subject to the highest tax rate in effect for that year for individuals or corporations, as appropriate, and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or “excess distribution” cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the ordinary shares or ADSs cannot be treated as capital, even if a U.S. Holder holds the ordinary shares or ADSs as capital assets.

If we are a PFIC, a U.S. Holder will generally be subject to similar rules with respect to distributions we receive from, and our dispositions of the stock of, any of our direct or indirect subsidiaries that also are PFICs, as if such distributions were indirectly received by, and/or dispositions were indirectly carried out by, such U.S. Holder. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to our subsidiaries.

U.S. Holders can avoid the interest charge on excess distributions or gain relating to the ordinary shares or ADSs by making a mark-to-market election with respect to the ordinary shares or ADSs, provided that the ordinary shares or ADSs are “marketable.” Ordinary shares or ADSs will be marketable if they are “regularly traded” on certain U.S. stock exchanges or on a foreign stock exchange that meets certain conditions. For these purposes, the ordinary shares or ADSs will be considered regularly traded during any calendar year during which they are traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. Any trades that have as their principal purpose meeting this requirement will be disregarded. Our ADSs will be listed on Nasdaq, which is a qualified exchange for these purposes. Consequently, if our ADSs remain listed on Nasdaq and are regularly traded, and you are a holder of ADSs, we expect the mark-to-market election would be available to you if we are a PFIC. Each U.S. Holder should consult its tax advisor as to the whether a mark-to-market election is available or advisable with respect to the ordinary shares or ADSs.

A U.S. Holder that makes a mark-to-market election must include in ordinary income for each year an amount equal to the excess, if any, of the fair market value of the ordinary shares or ADSs at the close of the taxable year over the U.S. Holder’s adjusted tax basis in the ordinary shares or ADSs. An electing holder may also claim an ordinary loss deduction for the excess, if any, of the U.S. Holder’s adjusted basis in the ordinary shares or ADSs over the fair market value of the ordinary shares or ADSs at the close of the taxable year, but this deduction is allowable only to the extent of any net mark-to-market gains for prior years. Gains from an actual sale or other disposition of the ordinary shares or ADSs will be treated as ordinary income, and any losses incurred on a sale or other disposition of the shares will be treated as an ordinary loss to the extent of any net mark-to-market gains for prior years. Once made, the election cannot be revoked without the consent of the Internal Revenue Service, or the IRS, unless the ordinary shares or ADSs cease to be marketable.

However, a mark-to-market election generally cannot be made for equity interests in any lower-tier PFICs that we own, unless shares of such lower-tier PFIC are themselves “marketable.” As a result, even if a U.S. Holder validly makes a mark-to-market election with respect to our ordinary shares or ADSs, the U.S. Holder may continue to be subject to the PFIC rules (described above) with respect to its indirect interest in any of our investments that are treated as an equity interest in a PFIC for U.S. federal income tax purposes. U.S. Holders should consult their tax advisors to determine whether any of these elections would be available and if so, what the consequences of the alternative treatments would be in their particular circumstances.

We do not intend to provide information necessary for U.S. holders to make QEF elections which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

Unless otherwise provided by the U.S. Treasury, each U.S. shareholder of a PFIC is required to file an annual report containing such information as the U.S. Treasury may require. A U.S. Holder's failure to file the annual report will cause the statute of limitations for such U.S. Holder's U.S. federal income tax return to remain open with regard to the items required to be included in such report until three years after the U.S. Holder files the annual report, and, unless such failure is due to reasonable cause and not willful neglect, the statute of limitations for the U.S. Holder's entire U.S. federal income tax return will remain open during such period. U.S. Holders should consult their tax advisors regarding the requirements of filing such information returns under these rules.

WE STRONGLY URGE YOU TO CONSULT YOUR TAX ADVISOR REGARDING THE APPLICATION OF THE PFIC RULES TO YOUR INVESTMENT IN THE ORDINARY SHARES OR ADSs.

Taxation of Distributions

Subject to the discussion above under "Passive Foreign Investment Company Rules," distributions paid on ordinary shares or ADSs, other than certain pro rata distributions of ordinary shares or ADSs, will generally be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Because we may not calculate our earnings and profits under U.S. federal income tax principles, we expect that distributions generally will be reported to U.S. Holders as dividends. Subject to applicable limitations and the discussions above regarding concerns expressed by the U.S. Treasury, dividends paid to certain non-corporate U.S. Holders may be taxable at preferential rates applicable to "qualified dividend income" if we are a "qualified foreign corporation" and certain other requirements are met. However, the qualified dividend income treatment will not apply if we are treated as a PFIC with respect to the U.S. Holder. The amount of the dividend will be treated as foreign-source dividend income to U.S. Holders and will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. Dividends will generally be included in a U.S. Holder's income on the date of the U.S. Holder's receipt of the dividend. The amount of any dividend income paid in foreign currency will be the U.S. dollar amount calculated by reference to the exchange rate in effect on the date of actual or constructive receipt, regardless of whether the payment is in fact converted into U.S. dollars. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder should not be required to recognize foreign currency gain or loss in respect of the dividend income. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt. Such gain or loss would generally be treated as U.S.-source ordinary income or loss. The amount of any distribution of property other than cash (and other than certain pro rata distributions of ordinary shares or ADSs or rights to acquire ordinary shares or ADSs) will be the fair market value of such property on the date of distribution.

For foreign tax credit limitation purposes, our dividends will generally be treated as passive category income. Because no UK income taxes will be withheld from dividends on ordinary shares or ADSs, there will be no creditable foreign taxes associated with any dividends that a U.S. Holder will receive. The rules governing foreign tax credits are complex and U.S. Holders should therefore consult their tax advisers regarding the effect of the receipt of dividends for foreign tax credit limitation purposes.

Sale or Other Taxable Disposition of Ordinary Shares and ADSs

Subject to the discussion above under "Passive Foreign Investment Company Rules," gain or loss realized on the sale or other taxable disposition of ordinary shares or ADSs will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the ordinary shares or ADSs for more than one year at the time of sale or other taxable disposition. The amount of the gain or loss will equal the difference between the U.S. Holder's tax basis in the ordinary shares or ADSs disposed of and the amount realized on the disposition, in each case as determined in U.S. dollars. This gain or loss will

generally be U.S.-source gain or loss for foreign tax credit purposes. Subject to the PFIC rules described above, long-term capital gains recognized by certain non-corporate U.S. Holders (including individuals) will generally be subject to reduced rates of U.S. federal income tax. The deductibility of capital losses is subject to limitations.

If the consideration received by a U.S. Holder is not paid in U.S. dollars, the amount realized will be the U.S. dollar value of the payment received determined by reference to the spot rate of exchange on the date of the sale or other disposition. However, if the ordinary shares or ADSs are treated as traded on an “established securities market” and you are either a cash basis taxpayer or an accrual basis taxpayer that has made a special election (which must be applied consistently from year to year and cannot be changed without the consent of the IRS), you will determine the U.S. dollar value of the amount realized in a non-U.S. dollar currency by translating the amount received at the spot rate of exchange on the settlement date of the sale. If you are an accrual basis taxpayer that is not eligible to or does not elect to determine the amount realized using the spot rate on the settlement date, you will recognize foreign currency gain or loss to the extent of any difference between the U.S. dollar amount realized on the date of sale or disposition and the U.S. dollar value of the currency received at the spot rate on the settlement date.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding on a duly executed IRS Form W-9 or otherwise establishes an exemption.

The amount of any backup withholding from a payment to a U.S. Holder may be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Information with Respect to Foreign Financial Assets

Certain U.S. Holders who are individuals (and, under regulations, certain entities) may be required to report information relating to the ordinary shares or ADSs, subject to certain exceptions (including an exception for ordinary shares or ADSs held in accounts maintained by certain U.S. financial institutions), by filing IRS Form 8938 (Statement of Specified Foreign Financial Assets) with their federal income tax return. Such U.S. Holders who fail to timely furnish the required information may be subject to a penalty. Additionally, if a U.S. Holder does not file the required information, the statute of limitations with respect to tax returns of the U.S. Holder to which the information relates may not close until three years after such information is filed. U.S. Holders should consult their tax advisers regarding their reporting obligations with respect to their ownership and disposition of the ordinary shares or ADSs.

UK Taxation

The following is intended as a general guide to current UK tax law and HM Revenue & Customs, or HMRC, published practice (which is not binding) applying as at the date of this prospectus (both of which are subject to change at any time, possibly with retrospective effect) relating to the holding of ADSs. It does not constitute legal or tax advice and does not purport to be a complete analysis of all UK tax considerations relating to the holding of ADSs, or all of the circumstances in which holders of ADSs may benefit from an exemption or relief from UK taxation. It is written on the basis that we do not (and will not) directly or indirectly derive 75% or more of its qualifying asset value from UK land, and that we are and will remain solely resident in the UK for tax purposes and will therefore be subject to the UK tax regime and not the U.S. tax regime save as set out above under “Material U.S. Federal Income Tax Considerations for U.S. Holders.”

Except to the extent that the position of non-UK resident persons is expressly referred to, this guide relates only to persons who are resident (and in the case of individuals, domiciled or deemed domiciled) for tax purposes solely in the UK and do not have a permanent establishment, branch or agency (or equivalent) in any other jurisdiction with which the holding of our ADSs is connected, or UK Holders, who are absolute beneficial owners of our ADSs (and do not hold our ADSs through an Individual Savings Account or a Self-Invested Personal Pension) and who hold their ADSs as investments.

This guide may not relate to certain classes of UK Holders, such as (but not limited to):

- persons who are connected with us;
- financial institutions;
- insurance companies;
- charities or tax-exempt organizations;
- collective investment schemes;
- pension schemes;
- market makers, intermediaries, brokers or dealers in securities;
- persons who have (or are deemed to have) acquired their ADSs by virtue of an office or employment or who are or have been our officers or employees or any of our affiliates; and
- individuals who are subject to UK taxation on a remittance basis or to whom split-year treatment applies.

The decision of the First-tier Tribunal (Tax Chamber) in *HSBC Holdings PLC and The Bank of New York Mellon Corporation v HMRC* (2012) cast some doubt on whether a holder of a depositary receipt is the beneficial owner of the underlying shares. However, based on published HMRC guidance we would expect that HMRC will regard a holder of ADSs as holding the beneficial interest in the underlying shares and therefore these paragraphs assume that a holder of ADSs is the beneficial owner of the underlying ordinary shares and any dividends paid in respect of the underlying ordinary shares (where the dividends are regarded for UK purposes as that person's own income) for UK direct tax purposes.

THESE PARAGRAPHS ARE A SUMMARY OF CERTAIN UK TAX CONSIDERATIONS AND ARE INTENDED AS A GENERAL GUIDE ONLY. IT IS RECOMMENDED THAT ALL HOLDERS OF ADSs OBTAIN ADVICE AS TO THE CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSAL OF OUR ADSs IN THEIR OWN PARTICULAR CIRCUMSTANCES FROM THEIR OWN TAX ADVISORS. IN PARTICULAR, NON-UK RESIDENT OR DOMICILED PERSONS ARE ADVISED TO CONSIDER THE POTENTIAL IMPACT OF ANY RELEVANT DOUBLE TAXATION AGREEMENTS.

Dividends

Withholding Tax

Dividends that we pay will not be subject to any withholding or deduction for or on account of UK tax.

Income Tax

An individual UK Holder may, depending on his or her particular circumstances, be subject to UK tax on dividends received from us. An individual holder of ADSs who is not resident for tax purposes in the UK should not be chargeable to UK income tax on dividends received from us unless he or she carries on (whether solely or in partnership) a trade, profession or vocation in the UK through a permanent

establishment, branch or agency to which our ADSs are attributable. There are certain exceptions for trading in the UK through independent agents, such as some brokers and investment managers.

Dividend income is treated as the top slice of the total income chargeable to UK income tax for an individual UK Holder. An individual UK Holder who receives a dividend in the 2020/2021 tax year will be entitled to a tax-free allowance of £2,000. Dividend income in excess of this tax-free allowance will be charged at 7.5% to the extent the excess amount falls within the basic rate band, 32.5% to the extent the excess amount falls within the higher rate band, and 38.1% to the extent the excess amount falls within the additional rate band.

Corporation Tax

A corporate holder of ADSs who is not resident for tax purposes in the UK should not be chargeable to UK corporation tax on dividends received from us unless it carries on (whether solely or in partnership) a trade in the UK through a permanent establishment to which our ADSs are attributable.

Corporate UK Holders should not be subject to UK corporation tax on any dividend received from us so long as the dividends qualify for exemption, which should be the case, although certain conditions must be met. If the conditions for the exemption are not satisfied, or such UK Holder elects for an otherwise exempt dividend to be taxable, UK corporation tax will be chargeable on the amount of any dividends (at the current rate of 19%).

Chargeable Gains

A disposal or deemed disposal of ADSs by a UK Holder may, depending on the UK Holder's circumstances and subject to any available exemptions or reliefs (such as the annual exemption), give rise to a chargeable gain or an allowable loss for the purposes of UK capital gains tax and corporation tax on chargeable gains.

If an individual UK Holder who is subject to UK income tax at either the higher or the additional rate is liable to UK capital gains tax on the disposal of ADSs, the current applicable rate will be 20%. For an individual UK Holder who is subject to UK income tax at the basic rate and liable to UK capital gains tax on such disposal, the current applicable rate would be 10%, save to the extent that any capital gains when aggregated with the UK Holder's other taxable income and gains in the relevant tax year exceed the unused basic rate tax band. In that case, the rate currently applicable to the excess would be 20%.

If a corporate UK Holder becomes liable to UK corporation tax on the disposal (or deemed disposal) of ADSs, the main rate of UK corporation tax (currently 19%) would apply.

A holder of ADSs that is not resident for tax purposes in the UK should not normally be liable to UK capital gains tax or corporation tax on chargeable gains on a disposal (or deemed disposal) of ADSs, unless the person is carrying on (whether solely or in partnership) a trade, profession or vocation in the UK through a branch or agency (or, in the case of a corporate holder of ADSs, through a permanent establishment) to which our ADSs are attributable. However, an individual holder of ADSs who has ceased to be resident for tax purposes in the UK or is treated as resident outside the UK for the purposes of a double taxation treaty for a period of five years or less and who disposes of ADSs during that period of temporary non-residence may be liable on his or her return to the UK to UK tax on any capital gain realized (subject to any available exemption or relief).

Stamp Duty and Stamp Duty Reserve Tax

The discussion below relates to the holders of our ordinary shares or ADSs wherever resident, however it should be noted that special rules may apply to certain persons such as market makers, brokers, dealers or intermediaries.

Issue of Ordinary Shares

No UK stamp duty or stamp duty reserve tax, or SDRT, is payable on the issue of the ordinary shares underlying our ADSs.

Transfers of Ordinary Shares

An unconditional agreement to transfer ordinary shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer. The purchaser of the shares is liable for the SDRT. Transfers of ordinary shares in certificated form are generally also subject to stamp duty at the rate of 0.5% of the amount or value of the consideration given for the transfer (rounded up to the next £5.00). Stamp duty is normally paid by the purchaser. The charge to SDRT will be cancelled or, if already paid, repaid (generally with interest), where a transfer instrument has been duly stamped within six years of the charge arising, (either by paying the stamp duty or by claiming an appropriate relief) or if the instrument is otherwise exempt from stamp duty.

Clearance Services and Depositary Receipts

Under current UK legislation, an issue of ordinary shares or an unconditional agreement to transfer ordinary shares to, or to a nominee or agent for, a person whose business is or includes the issue of depositary receipts or the provision of clearance services will generally be subject to SDRT (or, where the transfer is effected by a written instrument, stamp duty) at a higher rate of 1.5% of the amount or value of the consideration given for the transfer unless the clearance service has made and maintained an election under section 97A of the UK Finance Act 1986, or a section 97A election. It is understood that HMRC regards the facilities of DTC as a clearance service for these purposes and we are not aware of any section 97A election having been made by the DTC.

However, based on current published HMRC practice following European Union case law in respect of the European Council Directives 69/335/EEC and 2009/7/EC, no SDRT is generally payable in respect of such an issue of ordinary shares and no SDRT or stamp duty is generally payable in respect of such a transfer of ordinary shares where such transfer is an integral part of an issue of share capital.

Any stamp duty or SDRT payable on a transfer of ordinary shares to a depositary receipt system or clearance service will in practice generally be paid by the participants in the clearance service or depositary receipt system. Specific professional advice should be sought before incurring or reimbursing the costs of a 1.5% stamp duty or SDRT charge in any circumstances.

Issue or Transfers of ADSs

No UK SDRT or stamp duty will be payable in respect of the issue of or an agreement to transfer ADSs (including by way of a paperless transfer of ADSs through the facilities of DTC).

UNDERWRITING

We and Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC, as the representatives of the several underwriters for the offering named below have entered into an underwriting agreement with respect to the ADSs being offered. Subject to the terms and conditions of the underwriting agreement, each underwriter has severally agreed to purchase from us the number of ADSs set forth opposite its name below. Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC are the representatives of the underwriters.

<u>Underwriters</u>	<u>Number of ADSs</u>
Cowen and Company, LLC	
Evercore Group L.L.C.	
Berenberg Capital Markets LLC	
Canaccord Genuity LLC	
H.C. Wainwright & Co., LLC	
Total	

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters have agreed, severally and not jointly, to purchase all of the ADSs sold under the underwriting agreement if any of these ADSs are purchased, other than those ADSs covered by the option to purchase additional ADSs described below. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the ADSs, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Option to Purchase Additional ADSs. We have granted to the underwriters an option to purchase up to additional ADSs at the public offering price, less the underwriting discounts and commissions. This option is exercisable for a period of 30 days from the date of this prospectus. To the extent that the underwriters exercise this option, the underwriters will purchase additional ADSs from us in approximately the same proportion as shown in the table above.

Discounts and Commissions. The following table shows the public offering price, underwriting discounts and commissions and proceeds, before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional ADSs.

We estimate that the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately \$ and are payable by us. We also have agreed to reimburse

the underwriters for up to \$ for their FINRA counsel fee. In accordance with FINRA Rule 5110, this reimbursed fee is deemed underwriting compensation for this offering.

	Total	
	Per ADS	Without Over- Allotment
Public offering price		
Underwriting discount		
Proceeds, before expenses, to us		

The underwriters propose to offer the ADSs to the public at the public offering price set forth on the cover of this prospectus. The underwriters may offer the ADSs to securities dealers at the public offering price less a concession not in excess of \$ per ADS. If all of the ADSs are not sold at the public offering price, the underwriters may change the offering price and other selling terms. Sales of ADSs made outside of the United States may be made by affiliates of certain of the underwriters. Certain of the underwriters may sell ADSs through one or more of their affiliates as selling agents.

Discretionary Accounts. The underwriters do not intend to confirm sales of the ADSs to any accounts over which they have discretionary authority.

Market Information. Prior to this offering, there has been no public market for ADSs. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In addition to prevailing market conditions, the factors to be considered in these negotiations will include:

- the history of, and prospects for, our company and the industry in which we compete;
- our past and present financial information;
- an assessment of our management; its past and present operations, and the prospects for, and timing of, our future revenue;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the ADSs may not develop. It is also possible that after the offering the ADSs will not trade in the public market at or above the initial public offering price.

We have applied to list our ADSs on the Nasdaq Global Market under the symbol "CMPS."

Stabilization. In connection with this offering, the underwriters may engage in stabilizing transactions, overallotment transactions, syndicate covering transactions, penalty bids and purchases to cover positions created by short sales.

- Stabilizing transactions permit bids to purchase ADSs so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the ADSs while the offering is in progress.
- Overallotment transactions involve sales by the underwriters of ADSs in excess of the number of ADSs the underwriters are obligated to purchase. This creates a syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of ADSs over-allotted by the underwriters is not greater than the number of ADSs that

they may purchase pursuant to the option to purchase additional ADSs. In a naked short position, the number of ADSs involved is greater than the number of ADSs that the underwriters have the option to purchase. The underwriters may close out any short position by exercising their option to purchase additional ADSs and/or purchasing ADSs in the open market.

- Syndicate covering transactions involve purchases of ADSs in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of ADSs to close out the short position, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared with the price at which they may purchase ADSs through exercise of the option to purchase additional ADSs. If the underwriters sell more ADSs than could be covered by exercise of the option to purchase additional ADSs and, therefore, have a naked short position, the position can be closed out only by buying ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the ADSs in the open market that could adversely affect investors who purchase in the offering.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the ADSs originally sold by that syndicate member is purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our ADSs or preventing or retarding a decline in the market price of our ADSs. As a result, the price of our ADSs in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of our ADSs. These transactions may be effected on the Nasdaq Global Market, in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

Passive Market Making. In connection with this offering, underwriters and selling group members may engage in passive market making transactions in our ADSs on the Nasdaq Global Market in accordance with Rule 103 of Regulation M under the Securities Exchange Act of 1934, as amended, during a period before the commencement of offers or sales of ADSs and extending through the completion of the distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker's bid, such bid must then be lowered when specified purchase limits are exceeded.

Lock-Up Agreements. Pursuant to certain "lock-up" agreements, we and our executive officers, directors and substantially all of our other shareholders, have agreed, subject to certain exceptions, not to offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of or announce the intention to otherwise dispose of, or enter into any swap, hedge or similar agreement or arrangement that transfers, in whole or in part, the economic consequence of ownership of, directly or indirectly, or make any demand or request or exercise any right with respect to the registration of, or file with the SEC a registration statement under the Securities Act relating to, any ADSs or securities convertible into or exchangeable or exercisable for any ADSs without the prior written consent of Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC for a period of 180 days after the date of the pricing of the offering. Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC may waive the provisions of these agreements, in full or in part, at any time in their sole discretion.

This lock-up provision applies to ADSs and to securities convertible into or exchangeable or exercisable for ADSs. It also applies to ADSs owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. The exceptions permit us, among other things and subject to restrictions, to: (a) issue ADSs or options pursuant to employee benefit plans, (b) issue ADSs upon exercise of outstanding options or warrants or (c) issue securities in connection with acquisitions or similar transactions. The exception permit parties to

the "lock-up" agreements, among other things and subject to restrictions, to: (a) make certain gifts, (b) if the party is a corporation, partnership, limited liability company or other business entity, make transfers to transfers to any securityholder, partner or member of, or owner of a similar equity interest in, the party, as the case may be, if, in any such case, such transfer is not for value, (c) if the party is a trust, make certain distributions to beneficiaries if such transfer is not for value, (d) if the party is a corporation, partnership, limited liability company or other business, corporate or similar legal entity in its place of incorporation, any transfer made by the party (i) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the party's share capital, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the party's assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by the lock-up or (ii) to another corporation, partnership, limited liability company or other business entity so long as the transferee is an affiliate of the party and such transfer is not for value, (e) transfers made solely by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement, (f) transfers to us pursuant to agreements in effect on the date of the final prospectus relating to this offering under which we has the option to repurchase such shares upon termination of the party's service to us, (g) make transfers to us to satisfy tax withholding obligations pursuant to our equity incentive plans disclosed in this prospectus, (h) transfers pursuant to third-party tender offer, merger, consolidation or other similar transaction, (i) enter into transactions relating to ordinary shares represented by ADSs acquired in open market transactions after completion of the offering, provided that no public announcement or filing is required to be made regarding such transaction during the 180-day lockup period, (j) enter into a 10b5-1 trading plan, provided that such plan does not permit the sale of any ordinary shares (including ordinary shares represented by ADSs) during the 180-day lock-up period and no public announcement or filing is made regarding such plan during the 180-day lock-up period, (k) transfer pursuant to our corporate reorganization described herein, provided that any securities received be bound by the lock-up agreement and (l) the conversion of the outstanding shares of our convertible preference shares into our ordinary shares in connection with the consummation of the offering. In addition, the lock-up provision will not restrict broker-dealers from engaging in market making and similar activities conducted in the ordinary course of their business.

Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC in their sole discretion, may release our ADSs and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release our ADSs and other securities from lock-up agreements, Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC will consider, among other factors, the holder's reasons for requesting the release, the number of ADSs for which the release is being requested and market conditions at the time of the request. In the event of such a release or waiver for one of our directors or officers, Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC shall provide us with notice of the impending release or waiver at least three business days before the effective date of such release or waiver and we will announce the impending release or waiver by issuing a press release at least two business days before the effective date of the release or waiver.

Directed ADS Program

At our request, the underwriters have reserved up to five (5%) percent of the ADSs for sale, at the initial public offering price, through a directed ADS program to certain directors, officers and employees and persons having relationships with us who have expressed an interest in purchasing ADSs in this offering. The sales will be made by Empire Asset Management Co. as the directed ADS program administrator.

If purchased by persons who are not officers or directors, the ADSs will not be subject to a lock-up restriction. If purchased by any officer or director, the ADSs will be subject to a 180-day lock-up restriction. The underwriters will receive the same underwriting discount on any ADSs purchased by these persons as they will on any other ADSs sold to the public in this offering. The number of ADSs available for sale to the general public in this offering, referred to as the general public ADSs, will be reduced to the extent these persons purchase the directed ADSs in the program. Any directed ADSs not so purchased will be

offered by the underwriters to the general public on the same terms as the other ADSs. Likewise, to the extent demand by these persons exceeds the number of directed ADSs reserved for sale in the program, and there are remaining ADSs available for sale to these persons after the general public ADSs have first been offered for sale to the general public, then such remaining ADSs may be sold to these persons at the discretion of the underwriters.

Selling Restrictions

Canada. The ADSs may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the ADSs must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Switzerland. The securities will not be offered, directly or indirectly, to the public in Switzerland and this prospectus does not constitute a public offering prospectus as that term is understood pursuant to article 652a or 1156 of the Swiss Federal Code of Obligations.

European Economic Area and the UK. In relation to each Member State of the EEA and the UK, each a Relevant State, no ADSs have been offered or will be offered pursuant to the offering to the public in that Relevant State, except that offers of ADSs may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

- (A) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (B) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters; or
- (C) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of ADSs shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any ADSs or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with us and each of the underwriters and that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation.

In the case of any ADSs being offered to a financial intermediary as that term is used in Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the ADSs acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any ADSs to the public other than their offer or resale in a Relevant

State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an “offer to the public” in relation to ADSs in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any ADSs to be offered so as to enable an investor to decide to purchase or subscribe for any ADSs, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

United Kingdom. In addition, in the UK, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, the Order, and/or (ii) who are high net worth companies, unincorporated associations, etc. falling within Article 49(2)(a) to (d) of the Order and/or (iii) to whom it may otherwise be lawfully communicated, all such persons together being referred to as relevant persons, and in circumstances which have not resulted and will not result in an offer to the public of the ADSs in the UK within the meaning of the FSMA.

Any person in the UK that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the UK, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

Hong Kong. The ADSs have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or the SFO, of Hong Kong and any rules made thereunder; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, the CO, or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation or document relating to the ADSs has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

Singapore. Each underwriter has acknowledged that this prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each underwriter has represented and agreed that it has not offered or sold any ADSs or caused the ADSs to be made the subject of an invitation for subscription or purchase and will not offer or sell any ADSs or cause the ADSs to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs, whether directly or indirectly, to any person in Singapore other than:

- (A) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time, or the SFA) pursuant to Section 274 of the SFA;
- (B) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (C) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the ADSs are purchased under Section 275 of the SFA by a relevant person which is:

- (A) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (B) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (however described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification — In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of ADSs, we have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the ADSs are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Israel. In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase ADSs under the Israeli Securities Law, 5728 – 1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728–1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions, or the Addressed Investors; or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728 – 1968, subject to certain conditions, collectively, the Qualified Investors. The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. We have not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728 – 1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our ADSs to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728 – 1968. In particular, we may request, as a condition to be offered ADSs, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728 – 1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728 – 1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728 – 1968 and the regulations

promulgated thereunder in connection with the offer to be issued ADSs; (iv) that the ADSs that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728 – 1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728 – 1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

We have not authorized and do not authorize the making of any offer of securities through any financial intermediary on our behalf, other than offers made by the underwriters and their respective affiliates, with a view to the final placement of the securities as contemplated in this document. Accordingly, no purchaser of the ADSs, other than the underwriters, is authorized to make any further offer of ADSs on our behalf or on behalf of the underwriters.

Other Relationships. Certain of the underwriters and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us and our affiliates for which they have received, and may in the future receive, customary fees.

Electronic Offer, Sale and Distribution of ADSs. A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. Cowen and Company, LLC, Evercore Group L.L.C. and Berenberg Capital Markets LLC may agree to allocate a number of ADSs to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter in its capacity as underwriter, and should not be relied upon by investors.

EXPENSES OF THIS OFFERING

Set forth below is an itemization of the total expenses, excluding the underwriting discounts and commissions, which are expected to be incurred in connection with the sale of ADSs in this offering. With the exception of the registration fee payable to the SEC, the Nasdaq Global Market listing fee and the filing fee payable to FINRA, all amounts are estimates.

EXPENSE	AMOUNT
SEC registration fee	\$ *
Nasdaq Global Market listing fee	*
FINRA filing fee	*
Printing expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous fees and expenses	*
Total	*

* To be completed by amendment.

LEGAL MATTERS

The validity of our ADSs and our ordinary shares and certain other matters of U.S. federal law and English law will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts and Goodwin Procter (UK) LLP, London, United Kingdom, respectively. Legal counsel to the underwriters in connection with this offering are Cooley LLP, New York, New York with respect to U.S. federal law and Cooley (UK) LLP, London, United Kingdom with respect to English law.

EXPERTS

The financial statements as of December 31, 2018 and December 31, 2019 and for the years then ended, included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The registered business address of PricewaterhouseCoopers LLP is 1 Embankment Place, London, WC2N 6RH, United Kingdom.

SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES

We are incorporated and currently existing under the laws of England and Wales. In addition, certain of our directors and officers reside outside of the United States and most of the assets of our non-U.S. subsidiaries are located outside of the United States. As a result, it may be difficult for investors to effect service of process on us or those persons in the United States or to enforce in the United States judgments obtained in United States courts against us or those persons based on the civil liability or other provisions of the United States securities laws or other laws.

In addition, uncertainty exists as to whether the courts of England and Wales would:

- recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liabilities provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in England and Wales against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

We have been advised by Goodwin Procter LLP that there is currently no treaty between (i) the United States and (ii) England and Wales providing for reciprocal recognition and enforcement of judgments of United States courts in civil and commercial matters (although the United States and the UK are both parties to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and that a final judgment for the payment of money rendered by any general or state court in the United States based on civil liability, whether or not predicated solely upon the United States securities laws, would not be automatically enforceable in England and Wales. We have also been advised by Goodwin Procter LLP that any final and conclusive monetary judgment for a definite sum obtained against us in United States courts would be treated by the courts of England and Wales as a cause of action in itself and sued upon as a debt at common law so that no retrial of the issues would be necessary, provided that:

- the relevant U.S. court had jurisdiction over the original proceedings according to English conflicts of laws principles at the time when proceedings were initiated;

- the courts of England and Wales had jurisdiction over the matter on enforcement and we either submitted to such jurisdiction or were resident or carrying on business within such jurisdiction and were duly served with process;
- the U.S. judgment was final and conclusive on the merits in the sense of being final and unalterable in the court that pronounced it and being for a definite sum of money;
- the judgment given by the courts was not in respect of penalties, taxes, fines or similar fiscal or revenue obligations (or otherwise based on a U.S. law that the courts of England and Wales consider to relate to a penal, revenue or other public law);
- the judgment was not procured by fraud;
- recognition or enforcement of the judgment in England and Wales would not be contrary to public policy or the Human Rights Act 1998;
- the proceedings pursuant to which judgment was obtained were not contrary to natural justice;
- the U.S. judgment was not arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damages sustained and not being otherwise in breach of Section 5 of the UK Protection of Trading Interests Act 1980, or is a judgment based on measures designated by the Secretary of State under Section 1 of that Act;
- there is not a prior decision of the courts of England and Wales or the court of another jurisdiction on the issues in question between the same parties; and
- the English enforcement proceedings were commenced within the limitation period.

Whether these requirements are met in respect of a judgment based upon the civil liability provisions of the United States securities laws, including whether the award of monetary damages under such laws would constitute a penalty, is an issue for the court making such decision.

Subject to the foregoing, investors may be able to enforce in England and Wales judgments in civil and commercial matters that have been obtained from U.S. federal or state courts. Nevertheless, we cannot assure you that those judgments will be recognized or enforceable in England and Wales.

If the courts of England and Wales give a judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. These methods generally permit the courts of England and Wales discretion to prescribe the manner of enforcement. In addition, it may not be possible to obtain an English judgment or to enforce that judgment if the judgment debtor is or becomes subject to any insolvency or similar proceedings, or if the judgment debtor has any set-off or counterclaim against the judgment creditor. Also note that, in any enforcement proceedings, the judgment debtor may raise any counterclaim that could have been brought if the action had been originally brought in England unless the subject of the counterclaim was in issue and denied in the U.S. proceedings. It should also be noted that in the courts of England and Wales system the usual rule is that the losing party is ordered to pay the legal costs of the litigation that were incurred by the successful party. These costs are assessed by the courts of England and Wales at the conclusion of the litigation.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the Securities and Exchange Commission, or SEC, a registration statement (including amendments and exhibits to the registration statement) on Form F-1 under the Securities Act of 1933, or the Securities Act. A related registration statement on Form F-6 has been filed with the SEC to register the ADSs. This prospectus, which forms a part of the registration statement, does not contain all of the information included in the registration statement and the exhibits and schedules to the registration statement. Certain information is omitted and you should refer to the registration statement and its exhibits and schedules for that information. If a document has been filed as an exhibit to the registration statement, we refer you to the copy of the document that has been filed. Each statement in this prospectus relating to a document filed as an exhibit is qualified in all respects by the filed exhibit.

The SEC maintains an Internet website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers, like us, that file electronically with the SEC. We maintain a corporate website at www.compasspathways.com. Information contained in, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

Upon completion of this offering, we will be subject to the information reporting requirements of the Securities Exchange Act of 1934, or the Exchange Act, applicable to foreign private issuers. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and current reports on Form 6-K. Those reports may be inspected without charge at the locations described above. As a foreign private issuer, we will be exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders will be exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

As a foreign private issuer, we are also exempt from the requirements of Regulation FD (Fair Disclosure) which, generally, are meant to ensure that select groups of investors are not privy to specific information about an issuer before other investors. We are, however, still subject to the anti-fraud and anti-manipulation rules of the SEC, such as Rule 10b-5. Since many of the disclosure obligations required of us as a foreign private issuer are different than those required of U.S. domestic reporting companies, our shareholders, potential shareholders and the investing public in general should not expect to receive information about us in the same amount, or at the same time, as information is received from, or provided by, other U.S. domestic reporting companies. We are only liable for violations of the rules and regulations of the SEC that apply to us as a foreign private issuer.

We will send the depositary a copy of all notices of shareholders meetings and other reports, communications and information that are made generally available to shareholders. The depositary has agreed to mail to all holders of ADSs a notice containing the information (or a summary of the information) contained in any notice of a meeting of our shareholders received by the depositary and will make available to all holders of ADSs such notices and all such other reports and communications received by the depositary.

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Consolidated Financial Statements of COMPASS Pathfinder Holdings Limited

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Compass Pathfinder Holdings Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Compass Pathfinder Holdings Limited and its subsidiaries (the "Company") as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive loss, of convertible preferred shares and shareholders' deficit and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Reading, United Kingdom

July 2, 2020, except for the effects of the corporate reorganization discussed in Note 1 to the consolidated financial statements, as to which the date is August 28, 2020

We have served as the Company's auditor since 2018.

COMPASS PATHFINDER HOLDINGS LIMITED
Consolidated Balance Sheets
(in thousands, except share and per share amounts)
(expressed in U.S. Dollars, unless otherwise stated)

	December 31,	
	2018	2019
ASSETS		
CURRENT ASSETS:		
Cash	\$ 22,907	\$ 24,966
Restricted cash	—	18
Prepaid expenses and other current assets	3,371	7,187
Total current assets	26,278	32,171
Property and equipment, net	108	218
Total assets	\$ 26,386	\$ 32,389
LIABILITIES, CONVERTIBLE PREFERRED SHARES AND SHAREHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	\$ 683	\$ 1,262
Accounts payable - due to a related party	11	63
Accrued expenses and other liabilities	1,152	1,457
Convertible notes payable	—	12,397
Convertible notes payable - due to a related party	—	8,692
Total current liabilities	1,846	23,871
Total liabilities	1,846	23,871
Commitments and contingencies (Note 13)		
Convertible preferred shares, £0.001 par value; 86,113,692 shares authorized, issued and outstanding at December 31, 2018 and 2019; aggregate liquidation preference of \$39,729 at December 31, 2018 and 2019	38,908	38,908
SHAREHOLDERS' EQUITY (DEFICIT):		
Ordinary shares, £0.001 par value; 92,880,000 and 94,651,686 shares authorized, issued and outstanding at December 31, 2018 and 2019, respectively	122	124
Additional paid-in capital	3,898	7,149
Accumulated other comprehensive loss	(435)	(98)
Accumulated deficit	(17,953)	(37,565)
Total shareholders' deficit	(14,368)	(30,390)
Total liabilities, convertible preferred shares and shareholders' deficit	\$ 26,386	\$ 32,389

The accompanying notes are an integral part of these consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except share and per share amounts)

	Year Ended December 31,	
	2018	2019
OPERATING EXPENSES:		
Research and development	\$ 8,917	\$ 12,563
General and administrative	3,463	8,390
General and administrative - fees due to a related party	123	226
Total operating expenses	12,503	21,179
LOSS FROM OPERATIONS:	(12,503)	(21,179)
OTHER INCOME (EXPENSE), NET:		
Other income (expense), net	1	(8)
Fair value change of convertible notes	(2,638)	(670)
Fair value change of convertible notes - due to a related party	(44)	(469)
Benefit from R&D tax credit	1,965	2,729
Total other income (expense), net	(716)	1,582
Loss before income taxes	(13,219)	(19,597)
Income tax benefit (expense)	—	(15)
Net loss	(13,219)	(19,612)
Other comprehensive (loss) income:		
Foreign exchange translation adjustment	(522)	337
Comprehensive loss	\$ (13,741)	\$ (19,275)
Net loss per share attributable to ordinary shareholders—basic and diluted	\$ (0.40)	\$ (0.30)
Weighted average ordinary shares outstanding—basic and diluted	33,133,480	65,814,221

The accompanying notes are an integral part of these consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Consolidated Statements of Convertible Preferred Shares and Shareholders' Deficit
(in thousands, except share and per share amounts)

	CONVERTIBLE PREFERRED SHARES \$0.001 PAR VALUE		SERIES A CONVERTIBLE PREFERRED SHARES \$0.001 PAR VALUE		ORDINARY \$0.01 PAR VALUE		ADDITIONAL PAID-IN CAPITAL	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	ACCUMULATED DEFICIT	TOTAL SHAREHOLDERS' DEFICIT
	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT				
Balance at December 31, 2017	23,336,100	\$ 3,761	—	\$ —	92,880,000	\$ 122	\$ 2,480	\$ 87	\$ (4,734)	\$ (2,045)
Share-based compensation	—	—	—	—	—	—	1,418	—	—	1,418
Issuance of Series A convertible preferred shares, net of issuance costs	—	—	44,044,857	24,703	—	—	—	—	—	—
Conversion of notes into Series A convertible preferred shares	—	—	18,732,735	10,444	—	—	—	—	—	—
Unrealized loss on foreign currency translation	—	—	—	—	—	—	—	(522)	—	(522)
Net loss	—	—	—	—	—	—	—	—	(13,219)	(13,219)
Balance at December 31, 2018	23,336,100	\$ 3,761	62,777,592	\$ 35,147	92,880,000	\$ 122	\$ 3,898	\$ (435)	\$ (17,953)	\$ (14,368)
Share-based compensation expense	—	—	—	—	—	—	3,253	—	—	3,253
Issuance of ordinary shares, net of issuance costs	—	—	—	—	1,771,686	2	(2)	—	—	—
Unrealized gain on foreign currency translation	—	—	—	—	—	—	—	337	—	337
Net loss	—	—	—	—	—	—	—	—	(19,612)	(19,612)
Balance at December 31, 2019	23,336,100	\$ 3,761	62,777,592	\$ 35,147	94,651,686	\$ 124	\$ 7,149	\$ (98)	\$ (37,565)	\$ (30,390)

The accompanying notes are an integral part of these consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,	
	2018	2019
CASH FLOWS OPERATING ACTIVITIES:		
Net loss	\$ (13,219)	\$ (19,612)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	22	63
Change in fair value of convertible notes	2,682	1,139
Non-cash share-based compensation	1,418	3,253
Changes in operating assets and liabilities		
Prepaid expenses and other current assets	(1,508)	(3,430)
Accounts payable	(12)	580
Accrued expenses and other liabilities	816	194
Net cash used in operating activities	(9,801)	(17,813)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(130)	(165)
Net cash used in investing activities	(130)	(165)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds of issuance of convertible preferred shares, net of issuance costs	24,704	—
Repayment of related party notes payable	(235)	—
Payments of initial public offering costs	—	(55)
Proceeds from issuance of convertible notes	8492	18,434
Net cash provided by financing activities	32,961	18,379
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1,168)	1,676
Net increase in cash	21,862	2,077
Cash, cash equivalents and restricted cash, beginning of year	1,045	22,907
Cash, cash equivalents and restricted cash, end of year	\$ 22,907	\$ 24,984
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Deferred offering costs included in accrued expenses	\$ —	\$ 58
Conversion of convertible notes into convertible preferred shares	\$ 10,444	\$ —

The following table provides a reconciliation of the cash, cash equivalents and restricted cash balances as of each of the periods, shown above:

	Year Ended December 31,	
	2018	2019
Cash and cash equivalents	\$ 22,907	\$ 24,966
Short-term restricted cash	—	18
Total cash, cash equivalents and restricted cash	\$ 22,907	\$ 24,984

The accompanying notes are an integral part of these consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Notes to Condensed Consolidated Financial Statements

1. Nature of the Business

COMPASS Pathfinder Holdings Limited, the Company, is a mental health care company dedicated to accelerating patient access to evidence-based innovation in mental health. The Company is developing psilocybin therapy through late-stage clinical trials in Europe and North America for patients with treatment-resistant depression.

The Company is a private limited liability company incorporated under the laws of England and Wales and its primary offices are in London, United Kingdom. The Company has two wholly-owned subsidiaries, COMPASS Pathways Limited, whose primary office is in London, United Kingdom and COMPASS Pathways Inc., whose primary office is located in New York, United States of America.

Subsequent to December 31, 2019, in preparation for this offering, the Company commenced a reorganization of entities under common control. Pursuant to the terms of a share for share exchange agreement entered into on August 7, 2020, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited and, as a result, COMPASS Pathfinder Holdings Limited became a wholly owned subsidiary of COMPASS Rx Limited. This share exchange had the effect of a 1,161:1 reverse stock split. No other shareholder rights or preferences changed as a result of this reorganization. Subsequently, COMPASS Rx Limited was re-registered as a public limited company and renamed COMPASS Pathways plc, effective on August 21, 2020. There are no material differences between the financial information of COMPASS Pathways plc and COMPASS Pathfinder Holdings Limited, other than the impact of the share exchange, which had the effect of a reverse stock split and has been given retroactive application in these financial statements. COMPASS Pathways plc is a holding company with nominal activity. These transactions are detailed below:

Exchange of COMPASS Pathfinder Holdings Limited Shares for COMPASS Rx Limited Shares

Prior to the share exchange on August 7, 2020, the share capital of COMPASS Pathfinder Holdings Limited was divided into 83,025 ordinary shares of nominal value of £0.01 each; 20,100 preferred shares of nominal value of £0.01 each; 54,072 Series A preferred shares of nominal value of £0.01 each; 47,091 Series B preferred shares of nominal value of £0.01 each. On August 7, 2020, the shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them of COMPASS Pathfinder Holdings Limited for 1,161 of the same class, with the same shareholder rights, of shares in COMPASS Rx Limited. Following the share exchange, 96,392,025 ordinary shares, 23,336,100 preferred shares, 62,777,592 Series A preferred shares and 54,672,651 Series B preferred shares were outstanding, each with a nominal value of £0.01.

Reduction of Capital of COMPASS Rx Limited

Pursuant to Part 17 of the Companies Act 2006, COMPASS Rx Limited reduced its share capital by way of a reduction of the nominal value of each share in the capital of COMPASS Rx Limited from £1.00 to £0.001 in order to satisfy the net asset test requirement in section 92 of the Companies Act 2006 for re-registration as a public limited company and to create distributable reserves.

Re-registration of COMPASS Rx Limited as COMPASS Pathways plc and Reorganization of Shares in COMPASS Pathways plc

Following COMPASS Pathfinder Holdings Limited becoming a wholly owned subsidiary of COMPASS Rx Limited and following the capital reduction, COMPASS Rx Limited was re-registered as a public limited company and renamed COMPASS Pathways plc, which required the passing of special resolutions by the shareholders of COMPASS Rx Limited to approve the re-registration of COMPASS Rx Limited as a public

limited company, the name change to COMPASS Pathways plc and the adoption of new articles of association of COMPASS Pathways plc.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Therapeutic candidates currently under development will require significant additional research and development efforts, including preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of capital, adequate personnel and infrastructure and extensive compliance-reporting capabilities. Even if the Company's therapeutic development efforts are successful, it is uncertain when, if ever, the Company will realize revenue from sales.

The Company has funded its operations primarily with proceeds from the sale of its convertible preferred shares and issuance of convertible notes. The Company has incurred recurring losses since its inception, including net losses of \$13.2 million and \$19.6 million for the years ended December 31, 2018 and 2019, respectively. In addition, as of December 31, 2019, the Company had an accumulated deficit of \$37.6 million. The Company expects to continue to generate operating losses for the foreseeable future. The future viability of the Company is dependent on its ability to raise additional capital to finance its operations. The Company's inability to raise capital as and when needed could have a negative impact on its financial condition and ability to pursue its business strategies. There can be no assurance that the current operating plan will be achieved or that additional funding will be available on terms acceptable to the Company, or at all.

The Company believes the cash and cash equivalents on hand as of December 31, 2019 of \$25.0 million, together with the \$56.3 million of gross cash proceeds received from the Company's sale of Series B convertible preferred shares in the first half of 2020 will be sufficient to fund its operations and capital expenditure requirements through at least the next twelve months from the date of issuance of these consolidated financial statements.

The Company is assessing the impact the COVID-19 pandemic may have on its ability to advance its clinical trial activities or to raise financing to support the development of therapeutic candidates, but no assurances can be given that this analysis will enable it to avoid part or all of any impact from the disruption caused by COVID-19 or its consequences, including downturns in business sentiment generally or in its sector in particular. The Company is still assessing its business plans and the impact the COVID-19 pandemic may have on its ability to advance the testing, development and manufacturing of their therapeutic candidates and cannot currently predict the scope and severity of any potential business shutdowns or disruptions, but if it or any of the third parties on whom it relies or with whom it conducts business, were to experience shutdowns or other business disruptions, its ability to conduct its business in the manner and on the timelines presently planned could be materially and adversely impacted.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, or U.S. GAAP.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of income and expenses during the reporting periods. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, the accrual for research and development expenses, the fair value of ordinary shares, share-based compensation, measurement of the fair value of the Company's convertible notes and the research and development tax credit. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ materially from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments that have maturities of three months or less when acquired to be cash equivalents. The Company does not currently have any cash equivalents.

Restricted Cash

Restricted cash as of December 31, 2019 represents a collateral deposit for employee credit cards.

Deferred Initial Public Offering Costs

The Company capitalizes deferred initial public offering, or IPO, costs, which primarily consist of direct, incremental legal, professional accounting and other third-party fees relating to the Company's IPO, within prepaid expenses and other current assets. The deferred IPO costs will be offset against IPO proceeds upon the consummation of an offering. Should the planned IPO be abandoned, the deferred IPO costs will be expensed immediately as a charge to operating expenses in the consolidated statement of operations and comprehensive loss. The Company recorded \$0.1 million of deferred IPO costs as of December 31, 2019. The Company did not record any deferred IPO costs as of December 31, 2018.

Fair Value of Financial Instruments

Certain liabilities of the Company are carried at fair value under U.S. GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.
- Level 3—Unobservable inputs that are supported by little or no market activity that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques

The Company's convertible notes are classified within Level 3 of the fair value hierarchy because their fair values are estimated by utilizing valuation models and significant unobservable inputs. The convertible notes were valued using a scenario-based discounted cash flow analysis. Two primary scenarios were considered and probability weighted to arrive at the valuation conclusion for each convertible note. The first scenario considers the value impact of conversion at the stated discount to the

issue price if the Company raises over £25.0 million in an equity financing before the first anniversary of the issuance date, the Qualified Financing, otherwise Non-Qualified Financing, while the second scenario assumes the convertible notes are held to maturity. As of the issuance date of the convertible notes, an implied yield was calculated such that the probability weighted value of the convertible note was equal to the principal investment amount. The implied yield of previously issued convertible notes is carried forward and used as the primary discount rate for subsequent valuation dates. The Company estimates the fair value of the convertible notes based on a future value on projected conversion dates which have been i) discounted back to the valuation date at an appropriate discount rate and ii) probability weighted to arrive at an indication of value for the convertible notes.

Fair Value Option

As permitted under Accounting Standards Codification 825, Financial Instruments, or ASC 825, the Company has elected the fair value option to account for its convertible notes. In accordance with ASC 825, the Company records these convertible notes at fair value with changes in fair value recorded as a component of other income (expense), net in the consolidated statement of operations and comprehensive loss. As a result of applying the fair value option, direct costs and fees related to the convertible notes were expensed as incurred and were not deferred. The Company concluded that it was appropriate to apply the fair value option to the convertible notes because there are no non-contingent beneficial conversion options related to the convertible notes.

Concentration of Credit Risk

Financial instruments that subject the Company to credit risk consist primarily of cash and cash equivalents. The Company places cash and cash equivalents in established financial institutions. The Company has no significant off-balance-sheet risk or concentration of credit risk, such as foreign exchange contracts, options contracts, or other foreign hedging arrangements.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the respective assets, which are as follows:

	Estimated Useful Life
Lab equipment	5 years
Office equipment	5 years
Computer equipment	3 years
Leasehold improvements	Shorter of useful life or remaining lease term

Upon retirement or sale, the cost of assets disposed of and the related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the consolidated statement of operations and comprehensive loss. Expenditures for repairs and maintenance are charged to expense as incurred.

Impairment of Long-Lived Assets

The Company evaluates assets for potential impairment when events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Recoverability is measured by comparing the book values of the assets to the expected future net undiscounted cash flows that the assets are expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the book values of the assets exceed their fair value. The Company has not recognized any impairment losses or had triggering events related to its underlying assets for the years ended December 31, 2018 and 2019.

Segment Information

Operating segments are defined as components of an enterprise about which separate discrete information is available for evaluation by the chief operating decision maker in deciding how to allocate resources and assess performance. The Company and the Company's chief operating decision maker, the Company's Chief Executive Officer, views the Company's operations and manages its business as a single operating segment; however, the Company operates in two geographic regions: the UK and the United States. The Company's fixed assets are primarily located in the UK. The Company's singular concentration is focused on accelerating patient access to evidence-based innovation in mental health.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development expenses consist of costs incurred in performing research and development activities, including salaries, share-based compensation and benefits, travel, and external costs of outside vendors engaged to conduct clinical development activities, clinical trials, cost to manufacture clinical trial materials.

Research Contract Costs and Accruals

The Company has entered into various research and development-related contracts with research institutions and other companies. These agreements are generally cancelable, and related payments are recorded as research and development expenses as incurred. The Company records accruals for estimated ongoing research costs and receives updated estimates of costs and amounts owed on a monthly basis from its third-party service providers. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the studies or clinical trials, including the phase or completion of events, invoices received and contracted cost estimates from third-party service providers. Estimates are made in determining the accrued balances at the end of any reporting period. Actual results could differ from the Company's estimates. The Company's historical accrual estimates have not been materially different from the actual costs.

Share-Based Compensation

The Company accounts for all share-based payment awards granted to employees and non-employees as share-based compensation expense at fair value. The Company grants equity awards under its share-based compensation programs, which may include share options and restricted ordinary shares. The measurement date for employee and non-employee awards is the date of grant, and share-based compensation costs are recognized as expense over the requisite service period, which is the vesting period, on a straight-line basis. Share-based compensation expense is classified in the accompanying consolidated statement of operations and comprehensive loss based on the function to which the related services are provided. The Company recognizes share-based compensation expense for the portion of awards that have vested. Forfeitures are recorded as they occur.

There have been no performance conditions attached to the share options granted by the Company to date. The fair value of each share option grant is estimated on the date of grant using the Black-Scholes option pricing model. See Note 10 for the Company's assumptions used in connection with option grants made during the periods covered by these consolidated financial statements. Assumptions used in the option pricing model include the following:

Expected volatility. As a private company, the Company lacks company-specific historical and implied volatility information for its ordinary shares. Therefore, it estimates its expected share volatility based on the historical volatility of publicly traded peer companies and expects to continue to do so until such time as it has adequate historical data regarding the volatility of its own traded share price.

Expected term. The expected term of the Company's share options has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options.

Risk-free interest rate. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods that are approximately equal to the expected term of the award.

Expected dividend. Expected dividend yield of zero is based on the fact that the Company has never paid cash dividends on ordinary shares and does not expect to pay any cash dividends in the foreseeable future.

Fair value of ordinary shares. The grant date fair value of restricted ordinary shares and share options were calculated based on the grant date fair value of the underlying ordinary shares. The Company calculated the fair value of the ordinary shares in accordance with the guidelines in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation, or the "Practice Aid. The Company's valuations of ordinary shares were prepared using a market approach, based on precedent transactions in the shares, to estimate the Company's total equity value using an option-pricing method, or OPM.

The OPM method derives an equity value such that the value indicated for ordinary shares is consistent with the investment price, and it provides an allocation of this equity value to each of the Company's securities. The OPM treats the various classes of ordinary shares as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the ordinary shares have value only if the funds available for distribution to shareholders exceeded the value of the share liquidation preferences of ordinary shares with senior preferences at the time of the liquidity event. Key inputs into the OPM calculation included the risk-free rate, expected time to liquidity and volatility. A reasonable discount for lack of marketability was applied to the total equity value to arrive at an estimate of the total fair value of equity on a non-marketable basis.

Foreign Currency Translation

The Company maintains its consolidated financial statements in its functional currency, which is the Pound Sterling. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at rates of exchange prevailing at the balance sheet dates. Non-monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the date of the transaction. Exchange gains or losses arising from foreign currency transactions are included in other income (expense), net in the consolidated statement of operations and comprehensive loss. The Company recorded foreign exchange losses of approximately \$0.1 million for each of the years ended December 31, 2018 and 2019.

For financial reporting purposes, the consolidated financial statements of the Company have been presented in the U.S. dollar, the reporting currency. The financial statements of entities are translated from their functional currency into the reporting currency as follows: assets and liabilities are translated at the exchange rates at the balance sheet dates, expenses and other income (expense), net are translated at the average exchange rates and shareholders' deficit is translated based on historical exchange rates. Translation adjustments are not included in determining net loss but are included as a foreign exchange adjustment to other comprehensive (loss) income, a component of shareholders' deficit.

Income Taxes

The Company accounts for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the consolidated financial statements or in its tax returns. Deferred tax assets and liabilities are determined on the basis of the differences between the consolidated financial statements and tax basis of assets and liabilities substantively enacted tax rates in effect for the year in which the differences are expected to reverse. Changes in deferred tax assets and liabilities are recorded in the provision for income taxes. The Company assesses the likelihood that deferred tax assets will be

recovered in the future to the extent management believes, based upon the weight of available evidence, that it is more likely than not that all or a portion of the deferred tax assets will not be realized, a valuation allowance is established through a charge to income tax expense. Potential for recovery of deferred tax assets is evaluated by estimating the future taxable profits expected and considering prudent and feasible tax planning strategies.

The Company accounts for uncertainty in income taxes in the consolidated financial statements by applying a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained, the tax position is then assessed as the amount of benefit to recognize in the consolidated financial statements. The amount of benefits that may be used is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. The provision for income taxes includes the effects of any resulting tax reserves, or unrecognized tax benefits, that are considered appropriate, as well as the related net interest and penalties. As of December 31, 2018 and 2019, the Company has not identified any uncertain tax positions.

The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statement of operations and comprehensive loss. As of December 31, 2018 and 2019 no accrued interest or penalties are included on the related tax liability line in the consolidated balance sheets.

Benefit from Research and Development Tax Credit

The Company is subject to corporate taxation in the UK. Due to the nature of the business, the Company has generated losses since inception. The benefit from research and development, or R&D, tax credits is recognized in the consolidated statements of operations and comprehensive loss as a component of other income, net, and represents the sum of the research and development tax credits recoverable in the UK.

The UK research and development tax credit is fully refundable to the Company and is not dependent on current or future taxable income. As a result, the Company has recorded the entire benefit from the UK research and development tax credit as a benefit which is included in net loss before income tax and accordingly, not reflected as part of the income tax provision. If, in the future, any UK research and development tax credits generated are needed to offset a corporate income tax liability in the UK, that portion would be recorded as a benefit within the income tax provision and any refundable portion not dependent on taxable income would continue to be recorded within other income (expense), net.

As a company that carries out extensive research and development activities, the Company benefits from the UK research and development tax credit regime under the scheme for small or medium-sized enterprises, or SME. Under the SME regime, the Company is able to surrender some of its trading losses that arise from qualifying research and development activities for a cash rebate of up to 33.35% of such qualifying research and development expenditure. The Company meets the conditions of the SME regime. Qualifying expenditures largely comprise employment costs for research staff, consumables, outsourced contract research organization costs and utilities costs incurred as part of research projects. Certain subcontracted qualifying research and development expenditures are eligible for a cash rebate of up to 21.67%. A large portion of costs relating to research and development, clinical trials and manufacturing activities are eligible for inclusion within these tax credit cash rebate claims.

The Company may not be able to continue to claim research and development tax credits under the SME regime in the future because it may no longer qualify as a small or medium-sized company.

Unsurrendered UK losses may be carried forward indefinitely to be offset against future taxable profits, subject to numerous utilization criteria and restrictions. The amount that can be offset each year is limited to £5.0 million plus an incremental 50% of UK taxable profits.

Value Added Tax, or VAT, is broadly charged on all taxable supplies of goods and services by VAT-registered businesses. Similarly, VAT paid on purchase invoices is generally reclaimable from Her Majesty's Revenue & Customs, or HMRC.

Comprehensive Loss

Comprehensive loss includes net loss as well as other changes in shareholders' deficit that result from transactions and economic events other than those with shareholders.

Net Loss per Share

The Company has reported losses since inception and has computed basic net loss per share attributable to ordinary shareholders by dividing net loss attributable to ordinary shareholders by the weighted-average number of ordinary shares outstanding for the period, without consideration for potentially dilutive securities. The Company computes diluted net loss per ordinary share after giving consideration to all potentially dilutive ordinary shares, including unvested ordinary shares, share options, convertible preferred and Series A convertible preferred shares, outstanding during the period determined using the treasury-stock and if-converted methods, except where the effect of including such securities would be antidilutive. Because the Company has reported net losses since inception, these potential ordinary shares have been anti-dilutive and basic and diluted loss per share were the same for all periods presented.

Recently Issued Accounting Pronouncements Not Yet Adopted

In February 2016, the Financial Accounting Standards Board, or the FASB, issued Accounting Standard Update, or ASU, No. 2016-02, (Topic 842) Leases, or ASU 2016-02. ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. The ASU will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. For public entities, ASU 2016-02 is effective for fiscal years beginning after December 15, 2018. As a result of the Company having elected the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act, ASU 2016-02 is effective for the Company for the year ended December 31, 2021, and all interim periods thereafter. Early adoption is permitted. In July 2018, the FASB issued ASU 2018-11 Leases – Targeted Improvements, or ASU 2018-11, intended to ease the implementation of the new lease standard for financial statement preparers by, among other things, allowing for an additional transition method. In lieu of presenting transition requirements to comparative periods, as previously required, an entity may now elect to show a cumulative effect adjustment on the date of adoption without the requirement to recast prior period financial statements or disclosures presented in accordance with ASU 2016-02.

The Company is continuing to evaluate developments within the new lease guidance and is finalizing its evaluation of its existing population of contracts to ensure all contracts that meet the definition of a lease contract under the new standard are identified. The Company is currently evaluating the impact that the adoption of this guidance will have on its consolidated financial statements and footnote disclosures. The Company is currently evaluating the impact of adopting this guidance on the Company's consolidated financial statements and expects that its operating lease commitments will be subject to the new standard and recognized as right-of-use assets and operating lease liabilities upon adoption of this standard, which will increase the total assets and total liabilities that it reports relative to such amounts presented prior to adoption.

In December 2019, the FASB issued ASU 2019-12, "Income Taxes - Simplifying the Accounting for Income Taxes (Topic 740)," or ASU 2019-12, which simplifies the accounting for income taxes. The new guidance removes certain exceptions to the general principles in ASC 740 such as recognizing deferred taxes for equity investments, the incremental approach to performing intra-period tax allocation and calculating income taxes in interim periods. The standard also simplifies accounting for income taxes under U.S. GAAP by clarifying and amending existing guidance, including the recognition of deferred

taxes for goodwill, the allocation of taxes to members of a consolidated group and requiring that an entity reflect the effect of enacted changes in tax laws or rates in the annual effective tax rate computation in the interim period that includes the enactment date. This guidance is effective for annual periods beginning after December 15, 2020, and interim periods thereafter; however, early adoption is permitted. The Company is currently evaluating the impact that the adoption of ASU 2019-12 will have on the consolidated financial statements and related disclosures.

3. Fair Value Measurements

The following table presents information about the Company's financial instruments measured at fair value on a recurring basis and indicates the level of the fair value hierarchy utilized to determine such fair values as of December 31, 2019:

Description	Fair Value Measurement as of December 31, 2019 Using:		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Liabilities			
Convertible Notes	\$ —	\$ —	\$ 21,089

Management believes that the carrying amounts of the Company's consolidated financial instruments, including accounts payable and accrued expenses approximate fair value due to the short-term nature of those instruments.

The Company elected the fair value option to account for its convertible notes issued during 2018 and 2019 (See Note 7). On August 31, 2018, the convertible notes issued during 2018 were converted to Series A convertible preferred shares and no other financial instruments with a fair value election were outstanding as of December 31, 2018. The fair value of the convertible notes was determined based on significant inputs not observable in the market, which represents a level 3 measurement within the fair value hierarchy.

The Company recorded losses of \$2.7 million and \$1.1 million for changes in the fair value of the convertible notes in the consolidated statements of operations and comprehensive loss for the years ended December 31, 2018 and 2019, respectively.

The following table provides a roll forward of the aggregate fair value of the Company's convertible notes, for which fair value was determined using level 3 inputs (in thousands):

	Convertible notes
Balance as of December 31, 2017	\$ —
Issuance of convertible notes	8,492
Change in fair value	2,682
Settlement of convertible notes	(10,444)
Exchange difference	(730)
Balance as of December 31, 2018	—
Issuance of convertible notes	18,434
Change in fair value	1,139
Exchange difference	1,516
Balance as of December 31, 2019	\$ 21,089

4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	2018	2019
UK R&D tax credit	\$ 1,879	\$ 4,791
Prepaid research and development	943	903
VAT recoverable	261	426
Deferred IPO costs	—	115
Other current assets	288	952
	<u>\$ 3,371</u>	<u>\$ 7,187</u>

5. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	2018	2019
Lab equipment	\$ 72	\$ 114
Office equipment	33	133
Furniture and fixtures	4	38
Leasehold improvements	20	—
	<u>129</u>	<u>285</u>
Less: accumulated depreciation	<u>(21)</u>	<u>(67)</u>
	<u>\$ 108</u>	<u>\$ 218</u>

Depreciation and amortization expense were less than \$0.1 million for the years ended December 31, 2018 and 2019.

6. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following (in thousands):

	2018	2019
Accrued research and development expense	\$ 844	\$ 491
Accrued professional expenses	304	232
Compensation and benefit costs	4	682
Other liabilities	—	52
	<u>\$ 1,152</u>	<u>\$ 1,457</u>

7. Convertible Notes

In February and March 2018, the Company issued convertible notes to investors of the Company, or the Noteholders, for a total principal amount of \$8.5 million (£6.1 million). The notes were issued on February 9, 2018 and March 20, 2018 for principal value of \$7.0 million and \$1.5 million, respectively. The convertible notes issued in 2018 were collectively referred to as the “2018 Convertible Notes”. The convertible notes bore interest at 3% per annum and were payable concurrently with repayment of the principal amount. No repayment of principal or interest was due until maturity, which occurred 12 months after issuance of the convertible notes. The convertible notes automatically converted upon the issuance of Series A convertible preferred shares, or the Series A Qualified Financing, into the number of Series A Qualified Financing shares equal to the lesser of (i) 25% of the per share price of the securities or (ii) the quotient resulting from dividing £60.0 million by the fully-diluted capitalization of the Company immediately prior to the Series A Qualified Financing.

On August 31, 2018, upon the Series A convertible preferred share financing, the outstanding principal of the convertible notes of \$8.5 million (£6.1 million) automatically converted into 18,732,735 Series A convertible preferred shares.

On August 28, 2019, the Company entered into convertible note agreements for a total additional principal amount of \$18.4 million (£15.0 million). The convertible notes issued in 2019 are collectively referred to as the "2019 Convertible Notes". The 2019 Convertible Notes bore interest at 3% per annum and were payable concurrently with repayment of the principal amount. No repayment of principal or interest was due until maturity, which occurs 12 months after issuance of the 2019 Convertible Notes. Under the agreement, the 2019 Convertible Notes will automatically convert upon a Qualified Financing and Non-Qualified Financing securities upon (i) the completion of a Qualified Financing; or (ii) noteholder majority has approved a Non-Qualified Financing constituting a conversion event, at 15% discount of the per share price of the securities sold in either a Qualified Financing or Non-Qualified Financing.

The Company elected the fair value option to account for the 2018 and 2019 Convertible Notes. The Company recorded the 2018 and 2019 Convertible Notes at fair value and subsequently remeasured them to fair value at each reporting date. Changes in fair value were recognized as a component of other income (expense), net in the consolidated statements of operations and comprehensive loss. The Company recognized losses in the consolidated statement of operations and comprehensive loss of \$2.7 million and \$1.1 million as a change in fair value of the convertible notes during the years ended December 31, 2018 and 2019, respectively.

As of December 31, 2019, the outstanding 2019 Convertible Notes are shown on the accompanying consolidated balance sheet at the fair value of \$21.1 million. It was referenced as part of subsequent events (Note 16), the outstanding 2019 Convertible Notes were converted to Series B convertible preferred shares on April 17, 2020.

8. Convertible Preferred Shares

In August 2017, the Company entered into a subscription and shareholders agreement, or the 2017 Agreements, pursuant to which the Company issued an aggregate of 23,336,100 convertible preferred shares for total proceeds of approximately \$3.9 million and incurred issuance costs of \$0.1 million, recorded as a reduction to convertible preferred shares.

The 2017 Agreements were amended and restated in September 2018, as so amended, the Amended 2018 Agreements. Pursuant to the Amended 2018 Agreements, the Company issued 62,777,592 Series A convertible preferred shares for an aggregate purchase price of \$35.4 million and incurred issuance costs of \$0.3 million, recorded as a reduction to convertible preferred shares.

In accordance with FASB ASC Topic 480, "Distinguishing Liabilities from Equity (ASC 480)", preferred shares issued with redemption provisions that are outside of the control of the Company or that contain certain redemption rights in a deemed liquidation event is required to be presented outside of shareholders' deficit on the face of the consolidated balance sheet. The Company's convertible preferred shares and Series A convertible preferred shares contain redemption provisions that require it to be presented outside of shareholders' deficit.

Convertible preferred shares and Series A convertible preferred shares consisted of the following as of December 31, 2018 and 2019 (in thousands, except for share amounts):

	Shares		Liquidation Preference	Carrying Value
	Authorized	Outstanding		
Convertible preferred shares	23,336,100	23,336,100	\$ 3,865	\$ 3,761
Series A convertible preferred shares	62,777,592	62,777,592	35,414	35,147
	86,113,692	86,113,692	\$ 39,279	\$ 38,908

As of December 31, 2018 and 2019, the holders of the convertible preferred shares and Series A convertible preferred shares have the following rights and preferences:

Conversion

Each convertible preferred share and Series A convertible preferred share is convertible into an equivalent number of ordinary shares, at any time, at the option of the holder.

Dividends

Dividends may be paid to the holders of convertible preferred shares, Series A convertible preferred shares and ordinary shares as determined by the board of directors of the Company. Through December 31, 2019, no dividends have been declared or paid.

Voting rights

The holders of the convertible preferred shares, Series A convertible preferred shares and ordinary shares are entitled to vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.

Liquidation

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the convertible preferred shares and Series A convertible preferred shares may choose to either: i) convert their shares into ordinary shares on a 1:1 basis; or ii) continue to hold their shares. In the event that any of the investors continue to hold convertible preferred shares or Series A convertible preferred shares, such investors shall, ahead of the holders of the ordinary shares, be entitled to receive an amount equal to the sum credited as paid up on the investor shares, or the Liquidation Preference, to the holders of convertible preferred shares first and then to the holders of Series A convertible preferred shares.

Any remaining proceeds shall be divided between the holders of the ordinary shares in proportion to the number of ordinary shares held. The holders of the convertible preferred shares and Series A convertible preferred shares shall not be entitled to receive an amount in excess of the Liquidation Preference.

9. Ordinary Shares

In August 2017, the Company issued 92,880,000 ordinary shares as founder shares for services rendered to the Company at a nominal value less than £0.01 per share. In connection with the issuance of convertible preferred shares in August 2017, vesting conditions were placed on the 92,880,000 founder shares. These shares vest as follows: 25% of the shares held by certain of the founders vested on August 17, 2017; 25% of the shares vested on August 17, 2018; and 50% of shares vest in twenty-four equal monthly installments from August 17, 2018 through August 17, 2020. The fair value of the ordinary shares issued to certain of the founders in excess of the consideration initially paid will be recognized as share-based compensation over the vesting period.

During the year ended December 31, 2019, the Company issued 871,991 and 899,775 ordinary shares to a nonemployee and an employee, with vesting periods of three and four years, respectively. Changes to the ordinary shares are disclosed further in Note 10.

10. Share-Based Compensation

2017 Equity Incentive Plan

Under the Company's shareholder and subscription agreements, the Company is authorized to issue ordinary shares, as well as options, as incentives to its employees, non-employees and members of its board of directors. To the extent such incentives are in the form of share options, the options are granted pursuant to the terms of the 2017 Equity Incentive Plan, or the 2017 Plan. As of December 31, 2019, the Company was authorized under the shareholder agreements to issue a total of 119,729,286 ordinary shares, including shares underlying options granted pursuant to the 2017 Plan. Forfeitures are accounted for as they occur.

Ordinary Shares

A summary of the changes in the Company's unvested ordinary shares during the years ended December 31, 2018 and 2019 are as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Unvested and Outstanding as of December 31, 2017	69,660,000	\$ 0.07
Granted	—	—
Vested	(30,960,000)	0.07
Forfeited	—	—
Unvested and Outstanding as of December 31, 2018	38,700,000	0.07
Granted	1,771,686	0.26
Vested	(23,680,175)	0.07
Forfeited	—	—
Unvested and Outstanding as of December 31, 2019	16,791,511	\$ 0.08

As of December 31, 2018 and 2019, there was \$2.2 million and \$1.2 million of unrecognized compensation cost related to unvested ordinary shares, which is expected to be recognized over weighted-average periods of 1.6 years and 1.1 years, respectively. The total fair value of vested shares was \$2.0 million and \$1.7 million for the years ended December 31, 2018 and 2019, respectively.

Share Options

In July 2019, the Company's board of directors first granted share options under the 2017 Plan. The 2017 Plan provides for the grant of Enterprise Management Incentive, or EMI, options, to its UK employees, for the grant of options to its U.S. employees and non-employees of the Company. The 2017 Plan is administered by the board of directors.

Under the Company's subscription and shareholder agreement in effect as of September 20, 2018, the Company was authorized to issue a total of 26,849,286 shares, including shares underlying options granted pursuant to the 2017 Plan. As of December 31, 2019, there were 11,527,569 shares available for issuance as incentives to the Company's employees and directors, which includes shares underlying options that may be granted from time to time subsequent to December 31, 2019 under the terms of the 2017 Plan.

Options granted under the 2017 Plan, typically vest over a three or four-year service period with 33.3% and 25%, respectively, of the award vesting on the first anniversary of the commencement date

and the balance vesting monthly over the remaining years. Options granted under the 2017 Plan generally expire 10 years from the date of grant.

Share Option Valuation

The weighted-average assumptions (see Note 2) used in the Black-Scholes option pricing model to determine the fair value of the share options granted to employees and directors during the year ended December 31, 2019 were as follows:

	December 31, 2019
Expected term (in years)	5.90 Years
Expected volatility	63.4 %
Expected dividend yield	0.00 %
Risk-free interest rate	1.88 %
Fair value of underlying ordinary shares	\$ 0.25

There were no share options granted for the year ended December 31, 2018.

Share Options

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2018	—	\$ —	—	\$ —
Granted	13,550,031	\$ 0.09		
Exercised	—	\$ —		
Forfeited	—	\$ —		
Outstanding as of December 31, 2019	13,550,031	\$ 0.09	9.58	\$ 2,284
Exercisable as of December 31, 2019	7,858,711	\$ 0.09	9.58	\$ 1,377
Unvested as of December 31, 2019	5,691,320	\$ 0.10	9.57	\$ 907

The weighted average exercise price of options granted to UK employees in 2019 was the nominal value of the underlying shares. The weighted average exercise price of options granted to United States employees in 2019 was \$0.16 per share.

The aggregate intrinsic value of share options is calculated as the difference between the exercise price of the share options and the fair value of the Company's ordinary shares for those share options that had exercise prices lower than the fair value of the Company's ordinary shares.

The weighted average grant-date fair value of share options granted during the year ended December 31, 2019 was \$0.21 per share.

As of December 31, 2019, there was \$1.1 million of unrecognized compensation cost related to unvested share options, which is expected to be recognized over a weighted-average period of 2.0 years.

Share-based Compensation Expense

Share-based compensation expense recorded as research and development and general and administrative expenses is as follows (in thousands):

	Years Ended December 31,	
	2018	2019
Research and development	\$ 709	\$ 1,817
General and administrative	709	1,436
	<u>\$ 1,418</u>	<u>\$ 3,253</u>

11. Income Taxes

The provision for income taxes for the years ended December 31, 2018 and 2019 was computed at the UK statutory income tax rate. The income tax provision for the years then ended comprised (in thousands):

	Year Ended December 31,	
	2018	2019
Current income tax provision		
United Kingdom	\$ —	\$ —
Foreign	—	15
Total current expense:	<u>\$ —</u>	<u>\$ 15</u>
Deferred income tax benefit:		
United Kingdom	—	—
Foreign	—	—
Total deferred income tax benefit:	<u>—</u>	<u>—</u>
Total provision for income taxes	<u>\$ —</u>	<u>\$ 15</u>

A reconciliation of income tax expense computed at the statutory UK income tax rate to income taxes as reflected in the consolidated financial statements is as follows (in thousands):

	Year Ended December 31,	
	2018	2019
Income taxes at UK statutory rate	\$ (2,512)	\$ (3,724)
Permanent differences	1,326	1,274
Change in valuation allowance	1,061	2,205
State income taxes	—	5
Other	125	255
	<u>\$ —</u>	<u>\$ 15</u>

Significant components of the Company's deferred tax assets and liabilities as of December 31, 2018 and 2019 consist of the following (in thousands):

	Year Ended December 31,	
	2018	2019
Net operating loss carryforward	\$ 1,105	\$ 2,936
Charitable contributions	1	2
Share-based compensation	230	757
Total deferred tax assets	1,336	3,695
Valuation allowance	\$ (1,321)	\$ (3,665)
Depreciation	(15)	(30)
Total deferred tax liabilities	(15)	(30)
Net deferred tax assets	\$ —	\$ —

As of December 31, 2018 and 2019, the Company had UK net operating loss carryforwards of approximately \$6.8 million and \$17.7 million, respectively, that can be carried forward indefinitely.

Changes in the valuation allowance for deferred tax assets during the years ended December 31, 2018 and 2019 related primarily to the increases in net operating loss carryforwards and research and development tax credit carryforwards and were as follows (in thousands):

	Year Ended December 31,	
	2018	2019
Valuation allowance at beginning of year	\$ 306	\$ 1,321
Increases recorded to income tax provision	1,015	2,344
Decreases recorded to income tax provision	—	—
Valuation allowance at end of year	\$ 1,321	\$ 3,665

Future realization of the tax benefits of existing temporary differences and net operating loss carryforwards ultimately depends on the existence of sufficient taxable income within the carryforward period. As of December 31, 2018 and 2019, the Company performed an evaluation to determine whether a valuation allowance was needed. The Company considered all available evidence, both positive and negative, which included the results of operations for the current and preceding years. The Company determined that it was not possible to reasonably quantify future taxable income and determined that it is more likely than not that all of the deferred tax assets will not be realized. Accordingly, the Company maintained a full valuation allowance against its net UK deferred tax assets as of December 31, 2018 and 2019.

The Company applies the authoritative guidance on accounting for and disclosure of uncertainty in tax positions, which requires the Company to determine whether a tax position of the Company is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. For tax positions meeting the more likely than not threshold, the tax amount recognized in the financial statements is reduced by the largest benefit that has a greater than fifty percent likelihood of being realized upon the ultimate settlement with the relevant taxing authority. There were no material uncertain tax positions as of December 31, 2018 and 2019.

The Company will recognize interest and penalties related to uncertain tax positions in income tax expense when in a taxable income position. As of December 31, 2018 and 2019, the Company had no accrued interest or penalties related to uncertain tax positions and no amounts have been recognized in the Company's statement of operations and comprehensive loss.

The Company and its subsidiaries file income tax returns in the UK and U.S. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the federal, state, or foreign tax authorities, if such tax attributes are utilized in a future period.

12. Net Loss Per Share

Basic and diluted net loss per share attributable to ordinary shareholders was calculated as follows (in thousands, except share and per share amounts):

	Year Ended December 31,	
	2018	2019
Numerator		
Net loss	\$ (13,219)	\$ (19,612)
Net loss attributable to ordinary shareholders - basic and diluted	<u>\$ (13,219)</u>	<u>\$ (19,612)</u>
Denominator		
Weighted-average number of ordinary shares used in net loss per share - basic and diluted	33,133,480	65,814,221
Net loss per share - basic and diluted	<u>\$ (0.40)</u>	<u>\$ (0.30)</u>

The Company's potentially dilutive securities, which include unvested ordinary shares, convertible preferred shares, Series A convertible preferred shares and options granted, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted-average number of ordinary shares outstanding used to calculate both basic and diluted net loss per share attributable to ordinary shareholders is the same. The Company excluded the following potential ordinary shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to ordinary shareholders for the years ended December 31, 2018 and 2019 because including them would have had an anti-dilutive effect:

	Year Ended December 31,	
	2018	2019
Unvested ordinary shares	38,700,000	16,791,511
Convertible preferred shares	23,336,100	23,336,100
Series A convertible preferred shares	62,777,592	62,777,592
Share options	—	13,550,031
	<u>124,813,692</u>	<u>116,455,234</u>

13. Commitments and Contingencies

Legal Proceedings

From time to time, the Company may be a party to litigation or subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, the Company currently believes that the final outcome of these ordinary course matters will not have a material adverse effect on its result of operations, cash flows and financial position. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors. The Company was not a party to any material litigation and did not have material contingency reserves established for any liabilities as of December 31, 2018 and 2019.

Leases

The Company's corporate headquarters is located in London, United Kingdom, for which, as of December 31, 2018 and December 31, 2019, the Company leased a series of office space at 19

Eastbourne Terrace, London, United Kingdom from The Office Group under non-cancelable leases. The leases related to this facility are classified as operating leases with terms ranging from two months to two years. The Company recognizes rent expense on a straight-line basis over the respective lease period.

The Company leased office space at 180 Varick Street NY, NY from BioInnovations Labs, LLC under a cancelable lease that can be terminated by either party with one-month advanced notice. The lease related to this facility is classified as an operating lease.

The following table summarizes the future minimum lease payments due under operating leases as of December 31, 2019 (in thousands):

Years Ended December 31,		
2020	\$	1,035
2021		1,035
	\$	2,070

The Company recorded rent expense totaling \$0.1 million and \$0.4 million for the years ended December 31, 2018 and 2019, respectively.

Indemnification

In the normal course of business, the Company enters into contracts and agreements that contain a variety of representations and warranties and provide for general indemnification. The Company's exposure under these agreements is unknown because it involves claims that may be made against the Company in the future. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations. However, the Company may record charges in the future as a result of these indemnification obligations.

In accordance with its Articles of Association, the Company has indemnification obligations to its officers and directors for certain events or occurrences, subject to certain limits, while they are serving at the Company's request in such capacity. There have been no claims to date, and the Company has director and officer insurance that may enable it to recover a portion of any amounts paid for future potential claims.

14. Related Party Transactions

On March 30, 2018, as part of the Company's 2018 Convertible Notes issuance an amount of \$0.1 million (£0.1 million) was issued to a shareholder. On August 31, 2018, upon the Series A convertible preferred share financing, the outstanding principal of the convertible notes was automatically converted into 308,826 Series A convertible preferred shares. Refer to Note 7 for additional information on the 2018 Convertible Notes.

In September 2018, the Company issued as part of the Series A convertible preferred share financing 23,243,220 Series A convertible preferred shares to a significant shareholder for an aggregate purchase price of \$13.2 million (£10.0 million).

On August 28, 2019, as part of the Company's 2019 Convertible Notes issuance an amount of \$7.6 million (£6.2 million) was issued to a shareholder. As of December 31, 2019, the shareholder's convertible loan note remained outstanding. Refer to Note 7 for additional information on the 2019 Convertible Notes.

The Company receives accounting and professional services from Tapestry Networks, Inc. a company affiliated with a director of the Company and the Company's Chief Executive Officer, from time to time as needed. The Company recorded accounting and professional fees totaling \$0.1 million and \$0.2 million for the years ended December 31, 2018 and 2019, respectively. As of December 31, 2018

and 2019, the Company had less than \$0.1 million and \$0.1 million outstanding to Tapestry Networks, Inc., respectively.

In July of 2017, the Company entered into a loan agreement with Tapestry Networks, Inc. Pursuant to the loan agreement, Tapestry Networks, Inc. issued an interest-free loan in the principal amount of \$0.7 million to the Company to fund the Company's payments to its vendors, or the Tapestry Loan. The Company repaid \$0.5 million of the Tapestry Loan on the date of the loan agreement. The Company and Tapestry Networks Inc. entered into a new loan agreement with respect to the remaining \$0.2 million of the Tapestry Loan. In October 2018, the remaining \$0.2 million of the Tapestry Loan was paid in full by the Company.

15. Employee Benefit Plans

In the UK, the Company makes contributions to private defined benefit pension schemes on behalf of its employees. The Company paid less than \$0.1 million and \$0.1 million in contributions for the years ended December 31, 2018 and 2019, respectively.

16. Subsequent Events (unaudited)

The Company has evaluated subsequent events through August 28, 2020, the date the financial statements were available to be issued and identified the following subsequent events:

On April 17, 2020, the Company closed a Series B funding round to secure an additional \$80.0 million of funding, including the conversion of the £15.0 million 2019 Convertible Notes, through the issuance of Series B convertible preferred shares. The Company received \$49.8 million in cash proceeds upon the initial issuance of 34,940,295 Series B convertible preferred shares. The 2019 Convertible Notes were converted into 15,169,626 Series B convertible preferred shares. In May and August 2020, the Company received \$6.5 million for the issuance of 4,562,730 Series B convertible preferred shares and received \$5.3 million for the issuance of 3,748,869 Series B convertible preferred shares, respectively. The Series B convertible preferred shares holders have priority over the Series A convertible preferred shares, convertible preferred shares and ordinary shares in the case of a liquidation event. The issuance price of the Series B convertible preferred shares is \$1.42 per share, and each share of Series B convertible preferred share is convertible into one ordinary share.

The Company has assessed the impact of COVID-19 on its operations. On March 25, 2020 the Company announced that it had paused the inclusion of new patients into its clinical trials; patients who are already enrolled will continue to be supported remotely and its contracts with the clinical sites will continue.

On March 6, 2020, the Company made a strategic investment of \$0.5 million to acquire an 8% (on a fully diluted basis) shareholding in Delix Therapeutics, Inc., a drug discovery and development company researching novel small molecules for use in CNS indications. The Company's investment in Delix Therapeutics, Inc. does not provide it with significant influence over the investee. The investment does not have a readily determinable fair value and therefore will be measured at cost minus impairment adjusted by observable price changes in orderly transactions for the identical or a similar investment of the same issuer. This investment will be measured at fair value on a nonrecurring basis when there are events or changes in circumstances that may have a significant adverse effect. An impairment loss is recognized in the consolidated statements of operations and comprehensive loss equal to the amount by which the carrying value exceeds the fair value of the investment.

On August 5, 2020, the Company entered into a research services and license agreement with University of the Sciences in Philadelphia, Pennsylvania, or USciences, pursuant to which the Company engaged USciences to perform research services and USciences granted the Company 1) an exclusive, royalty bearing, worldwide license, including rights to sublicense, all jointly held intellectual property for any and all purposes, and 2) a non-exclusive, fully paid-up, worldwide license to any pre-existing

intellectual property utilized over the course of performing the services which is necessary to allow the company to make use of the jointly held intellectual property. Under this agreement, the Company will pay a research service fee and tiered payments upon completion of certain milestones. The Company also agrees to pay USciences a low single-digit royalty percentage on annual net sales of licensed products, subject to certain reductions, as well as a low double-digit percentage of sublicense revenue for agreements entered into prior to the Phase II trial and a mid-single-digit percentage of revenue for agreements entered into after the start of the Phase II trial. Unless terminated earlier, the agreement expires upon the expiration or revocation of the last valid claim of any patent included in the joint intellectual property. USciences and the Company can terminate the agreement in the event of a material breach by the other party and failure to cure such breach within a certain period of time. USciences and the Company can terminate the research service in the event of a material safety or regulatory issue with respect to the research service. The Company may terminate the research service at will upon sixty-day period prior written notice to USciences. USciences can terminate the research service if such services would materially and negatively interfere with its operations or upon the continuation of a force majeure event.

On August 12, 2020, the Company repurchased unvested restricted shares upon a certain employee's resignation. The Company spent a nominal amount to acquire 563,085 unvested shares in connection with the employee's resignation.

On August 19, 2020, the son of one of the co-founders entered into a contract of employment with the Company as Stakeholder Engagement and Operations Associate and will begin work for the Company on or around October 1, 2020.

COMPASS PATHFINDER HOLDINGS LIMITED
Condensed Consolidated Balance Sheets
(unaudited)
(in thousands, except share and per share amounts)
(expressed in U.S. Dollars, unless otherwise stated)

	December 31, 2019	June 30, 2020
ASSETS		
CURRENT ASSETS:		
Cash	\$ 24,966	\$ 67,606
Restricted cash	18	25
Prepaid expenses and other current assets	7,187	8,664
Total current assets	32,171	76,295
Other investment	—	479
Property and equipment, net	218	238
Other assets	—	67
Total assets	\$ 32,389	\$ 77,079
LIABILITIES, CONVERTIBLE PREFERRED SHARES AND SHAREHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,262	\$ 3,444
Accounts payable - due to a related party	63	16
Accrued expenses and other liabilities	1,457	1,979
Convertible notes payable	12,397	—
Convertible notes payable - due to a related party	8,692	—
Total current liabilities	23,871	5,439
Total liabilities	23,871	5,439
Commitments and contingencies (Note 13)		
Convertible preferred shares, £0.001 par value; 86,113,692 and 144,535,212 shares authorized at December 31, 2019 and June 30, 2020, respectively; 86,113,692 and 140,786,343 shares issued and outstanding at December 31, 2019 and June 30, 2020, respectively; aggregate liquidation preference of \$39,279 and \$117,167 at December 31, 2019 and June 30, 2020, respectively	38,908	116,495
SHAREHOLDERS' EQUITY (DEFICIT):		
Ordinary shares, £0.001 par value; 94,651,686 shares authorized, issued and outstanding at December 31, 2019 and June 30, 2020	124	124
Additional paid-in capital	7,149	18,551
Accumulated other comprehensive loss	(98)	(1,131)
Accumulated deficit	(37,565)	(62,399)
Total shareholders' deficit	(30,390)	(44,855)
Total liabilities, convertible preferred shares and shareholders' deficit	\$ 32,389	\$ 77,079

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Condensed Consolidated Statements of Operations and Comprehensive Loss
(unaudited)
(in thousands, except share and per share amounts)

	Six Months Ended June 30,	
	2019	2020
OPERATING EXPENSES:		
Research and development	\$ 4,866	\$ 11,947
General and administrative	2,623	14,358
General and administrative - fees due to a related party	93	87
Total operating expenses	7,582	26,392
LOSS FROM OPERATIONS:	(7,582)	(26,392)
OTHER INCOME (EXPENSE), NET:		
Other income (expense), net	57	1,258
Fair value change of convertible notes	—	(1,023)
Fair value change of convertible notes - due to a related party	—	(717)
Benefit from R&D tax credit	1,228	2,083
Total other income (expense), net	1,285	1,601
Loss before income taxes	(6,297)	(24,791)
Income tax benefit (expense)	—	(43)
Net loss	(6,297)	(24,834)
Other comprehensive (loss) income:		
Foreign exchange translation adjustment	(19)	(1,033)
Comprehensive loss	\$ (6,316)	\$ (25,867)
Net loss per share attributable to ordinary shareholders—basic and diluted	\$ (0.11)	\$ (0.30)
Weighted average ordinary shares outstanding—basic and diluted	59,878,864	83,878,882

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Condensed Consolidated Statements of Convertible Preferred Shares and Shareholders' Deficit
(unaudited)
(in thousands, except share and per share amounts)

	CONVERTIBLE PREFERRED SHARES \$0.001 PAR VALUE		SERIES A CONVERTIBLE PREFERRED SHARES \$0.001 PAR VALUE		SERIES B CONVERTIBLE PREFERRED SHARES \$0.001 PAR VALUE		ORDINARY \$0.001 PAR VALUE		ADDITIONAL PAID-IN CAPITAL	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	ACCUMULATED DEFICIT	TOTAL SHAREHOLDERS' DEFICIT
	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT				
Balance at December 31, 2018	23,336,100	\$ 3,761	62,777,592	\$ 35,147	—	\$ —	92,880,000	\$ 122	\$ 3,898	\$ (435)	\$ (17,953)	\$ (14,368)
Share-based compensation	—	—	—	—	—	—	—	—	681	—	—	681
Unrealized gain (loss) on foreign currency translation	—	—	—	—	—	—	—	—	—	(19)	—	(19)
Net loss	—	—	—	—	—	—	—	—	—	—	(6,297)	(6,297)
Balance at June 30, 2019	23,336,100	\$ 3,761	62,777,592	\$ 35,147	—	\$ —	92,880,000	\$ 122	\$ 4,579	\$ (454)	\$ 3	\$ (20,003)
Balance at December 31, 2019	23,336,100	\$ 3,761	62,777,592	\$ 35,147	—	\$ —	94,651,686	\$ 124	\$ 7,149	\$ (98)	\$ (37,565)	\$ (30,390)
Issuance of B convertible preferred shares, net of issuance costs	—	—	—	—	39,503,025	55,973	—	—	—	—	—	—
Conversion of notes into B convertible preferred shares	—	—	—	—	15,169,626	21,614	—	—	—	—	—	—
Share-based compensation expense	—	—	—	—	—	—	—	—	11,402	—	—	11,402
Unrealized gain (loss) on foreign currency translation	—	—	—	—	—	—	—	—	—	(1,033)	—	(1,033)
Net loss	—	—	—	—	—	—	—	—	—	—	(24,834)	(24,834)
Balance at June 30, 2020	23,336,100	\$ 3,761	62,777,592	\$ 35,147	54,672,651	\$ 77,587	94,651,686	\$ 124	\$ 18,551	\$ (1,131)	\$ (62,399)	\$ (44,855)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Condensed Consolidated Statements of Cash Flows
(unaudited)
(in thousands)

	Six Months Ended June 30,	
	2019	2020
CASH FLOWS OPERATING ACTIVITIES:		
Net loss	\$ (6,297)	\$ (24,834)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	21	57
Change in fair value of convertible notes	—	1,740
Non-cash share-based compensation	681	11,402
Changes in operating assets and liabilities		
Prepaid expenses and other current assets	(1,575)	(1,026)
Other assets	—	(74)
Accounts payable	1,049	2,101
Accrued expenses and other liabilities	(226)	(87)
Net cash used in operating activities	(6,347)	(10,714)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(63)	(93)
Purchase of other investments	—	(488)
Net cash used in investing activities	(63)	(581)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds of issuance of preferred shares, net of issuance costs	—	55,973
Payments of initial public offering costs	—	(87)
Net cash provided by financing activities	—	55,886
Effect of exchange rate changes on cash, cash equivalents and restricted cash	5	(1,944)
Net (decrease) increase in cash	(6,405)	42,647
Cash, cash equivalents and restricted cash, beginning of period	22,907	24,984
Cash, cash equivalents and restricted cash, end of period	\$ 16,502	\$ 67,631
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Deferred offering costs included in accrued expenses	\$ —	\$ 921
Conversion of convertible notes into convertible preferred shares	\$ —	\$ 21,614

The following table provides a reconciliation of the cash, cash equivalents and restricted cash balances as of each of the periods, shown above:

	Six Months Ended June 30,	
	2019	2020
Cash and cash equivalents	\$ 16,502	\$ 67,606
Short-term restricted cash	—	25
Total cash, cash equivalents and restricted cash	\$ 16,502	\$ 67,631

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

COMPASS PATHFINDER HOLDINGS LIMITED
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Nature of the Business

COMPASS Pathfinder Holdings Limited, or the Company, is a mental health care company dedicated to accelerating patient access to evidence-based innovation in mental health. The Company is developing psilocybin therapy through late-stage clinical trials in Europe and North America for patients with treatment-resistant depression.

The Company is a private limited liability company incorporated under the laws of England and Wales and its primary offices are in London, United Kingdom. The Company has two wholly-owned subsidiaries, COMPASS Pathways Limited, whose primary office is in London, United Kingdom and COMPASS Pathways Inc. whose primary office is located in New York, United States of America.

Subsequent to June 30, 2020, in preparation for this offering, the Company commenced a reorganization of entities under common control. Pursuant to the terms of a share for share exchange agreement entered into on August 7, 2020, all shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them for 1,161 of the same class, with the same shareholder rights, of newly issued shares of COMPASS Rx Limited and, as a result, COMPASS Pathfinder Holdings Limited became a wholly owned subsidiary of COMPASS Rx Limited. This share exchange had the effect of a 1,161:1 reverse stock split. No other shareholder rights or preferences changed as a result of this reorganization. Subsequently, COMPASS Rx Limited was re-registered as a public limited company and renamed COMPASS Pathways plc, effective on August 21, 2020. There are no material differences between the financial information of COMPASS Pathways plc and COMPASS Pathfinder Holdings Limited, other than the impact of the share exchange, which had the effect of a reverse stock split and has been given retroactive application in these financial statements. COMPASS Pathways plc is a holding company with nominal activity. These transactions are detailed below:

Exchange of COMPASS Pathfinder Holdings Limited Shares for COMPASS Rx Limited Shares

Prior to the share exchange on August 7, 2020, the share capital of COMPASS Pathfinder Holdings Limited was divided into 83,025 ordinary shares of nominal value of £0.01 each; 20,100 preferred shares of nominal value of £0.01 each; 54,072 Series A preferred shares of nominal value of £0.01 each; 47,091 Series B preferred shares of nominal value of £0.01 each. On August 7, 2020, the shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them of COMPASS Pathfinder Holdings Limited for 1,161 of the same class, with the same shareholder rights, of shares in COMPASS Rx Limited. Following the share exchange, 96,392,025 ordinary shares, 23,336,100 preferred shares, 62,777,592 Series A preferred shares and 54,672,651 Series B preferred shares were outstanding, each with a nominal value of £0.01.

Reduction of Capital of COMPASS Rx Limited

Pursuant to Part 17 of the Companies Act 2006, COMPASS Rx Limited reduced its share capital by way of a reduction of the nominal value of each share in the capital of COMPASS Rx Limited from £1.00 to £0.001 in order to satisfy the net asset test requirement in section 92 of the Companies Act 2006 for re-registration as a public limited company and to create distributable reserves.

Re-registration of COMPASS Rx Limited as COMPASS Pathways plc and Reorganization of Shares in COMPASS Pathways plc

Following COMPASS Pathfinder Holdings Limited becoming a wholly owned subsidiary of COMPASS Rx Limited and following the capital reduction, COMPASS Rx Limited was re-registered as a public limited company and renamed COMPASS Pathways plc, which required the passing of special resolutions by the shareholders of COMPASS Rx Limited to approve the re-registration of COMPASS Rx Limited as a public

limited company, the name change to COMPASS Pathways plc and the adoption of new articles of association of COMPASS Pathways plc.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Therapeutic candidates currently under development will require significant additional research and development efforts, including preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of capital, adequate personnel and infrastructure and extensive compliance-reporting capabilities. Even if the Company's therapeutic development efforts are successful, it is uncertain when, if ever, the Company will realize revenue from sales.

The Company has funded its operations primarily with proceeds from the sale of its convertible preferred shares and issuance of convertible notes. The Company has incurred recurring losses since its inception, including net losses of \$6.3 million and \$24.8 million for the six months ended June 30, 2019 and 2020, respectively. In addition, as of June 30, 2020, the Company had an accumulated deficit of \$62.4 million. The Company expects to continue to generate operating losses for the foreseeable future. The future viability of the Company is dependent on its ability to raise additional capital to finance its operations. The Company's inability to raise capital as and when needed could have a negative impact on its financial condition and ability to pursue its business strategies. There can be no assurance that the current operating plan will be achieved or that additional funding will be available on terms acceptable to the Company, or at all.

The Company believes the cash and cash equivalents on hand as of June 30, 2020 of \$67.6 million will be sufficient to fund its operations and capital expenditure requirements through at least the next twelve months from the date of issuance of these condensed consolidated financial statements.

The Company is assessing the impact the COVID-19 pandemic may have on its ability to advance its clinical trial activities or to raise financing to support the development of therapeutic candidates, but no assurances can be given that this analysis will enable it to avoid part or all of any impact from the disruption caused by COVID-19 or its consequences, including downturns in business sentiment generally or in its sector in particular. The Company is still assessing its business plans and the impact the COVID-19 pandemic may have on its ability to advance the testing, development and manufacturing of its therapeutic candidates and cannot currently predict the scope and severity of any potential business shutdowns or disruptions, but if it or any of the third parties on whom it relies or with whom it conducts business, were to experience shutdowns or other business disruptions, its ability to conduct its business in the manner and on the timelines presently planned could be materially and adversely impacted.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, or U.S. GAAP.

The unaudited condensed consolidated interim financial statements have been prepared on the same basis as the audited annual consolidated financial statements as of and for the year ended December 31, 2019, and, in the opinion of management, reflect all adjustments, consisting of normal recurring adjustments, necessary for the fair statement of the Company's financial position as of June 30, 2020, and the results of its operations and comprehensive loss, and its cash flows for the six months ended June 30, 2019 and 2020.

The results for the six months ended June 30, 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2020, any other interim periods, or any future year or period.

These interim financial statements should be read in conjunction with the audited financial statements as of and for the year ended December 31, 2019, and the notes thereto, which are included elsewhere in the Company's Registration Statement on Form F-1.

The Company's significant accounting policies are disclosed in the audited consolidated financial statements for the year ended December 31, 2019 included in the Company's Form F-1. Since the date of such consolidated financial statements, there have been no changes to the Company's significant accounting policies except for the investment and the recently adopted and issued accounting pronouncements described below.

Investment

In circumstances where the Company does not have the ability to exercise significant influence or control over the operating and financial policies of the investee, the investment is carried at cost, less impairment, adjusted for subsequent changes to estimated fair value up to the original cost.

Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-13, *Changes to the Disclosure Requirements for Fair Value Measurement*, or ASU 2018-13, which amends changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty which should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. ASU 2018-13 is effective for annual periods beginning after December 15, 2019, including interim periods within those periods. Early application is permitted. The Company adopted this ASU as of January 1, 2020 and it has no material impact on the condensed consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, *Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. The new standard will align the requirements for capitalizing implementation costs for hosting arrangements (services) with costs for internal-use software (assets). As a result, certain implementation costs incurred in hosting arrangements will be deferred and amortized. The new standard will be effective for the Company on January 1, 2020. The Company adopted this ASU as of January 1, 2020 and an immaterial amount of implementation costs were capitalized within other assets as of June 30, 2020.

Recently Issued Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board, or FASB, issued Accounting Standard Update, or ASU, No. 2016-02, (Topic 842) *Leases*, or ASU 2016-02. ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. The ASU will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. For public entities, ASU 2016-02 is effective for fiscal years beginning after December 15, 2018. As a result of the Company having elected the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act, ASU 2016-02 is effective for the Company for the year ended December 31, 2021, and all interim periods thereafter. Early adoption is permitted. In July 2018, the FASB issued ASU 2018-11 *Leases – Targeted Improvements*, or ASU 2018-11, intended to ease the implementation of the new lease standard for financial statement preparers by, among other things, allowing for an additional transition method. In lieu of presenting transition requirements to comparative periods, as previously required, an entity may now elect to show a cumulative effect adjustment on the date of adoption without the requirement to recast prior period financial statements or disclosures presented in accordance with ASU 2016-02.

The Company is continuing to evaluate developments within the new lease guidance and is finalizing its evaluation of its existing population of contracts to ensure all contracts that meet the definition of a lease contract under the new standard are identified. The Company is currently evaluating the impact of

adopting this guidance on the Company's condensed consolidated financial statements and expects that its operating lease commitments will be subject to the new standard and recognized as right-of-use assets and operating lease liabilities upon adoption of this standard, which will increase the total assets and total liabilities that it reports relative to such amounts presented prior to adoption.

In December 2019, the FASB issued ASU 2019-12, "Income Taxes - Simplifying the Accounting for Income Taxes (Topic 740)," or ASU 2019-12, which simplifies the accounting for income taxes. The new guidance removes certain exceptions to the general principles in ASC 740 such as recognizing deferred taxes for equity investments, the incremental approach to performing intraperiod tax allocation and calculating income taxes in interim periods. The standard also simplifies accounting for income taxes under U.S. GAAP by clarifying and amending existing guidance, including the recognition of deferred taxes for goodwill, the allocation of taxes to members of a condensed consolidated group and requiring that an entity reflect the effect of enacted changes in tax laws or rates in the annual effective tax rate computation in the interim period that includes the enactment date. This guidance is effective for annual periods beginning after December 15, 2020, and interim periods thereafter; however, early adoption is permitted. The Company is currently evaluating the impact that the adoption of ASU 2019-12 will have on the condensed consolidated financial statements and related disclosures.

Subsequent Event Considerations

The Company considers events or transactions that occur after the balance sheet date but prior to the issuance of the condensed consolidated financial statements to provide additional evidence for certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated as required. See Note 15.

3. Fair Value Measurements

There are no financial instruments measured at fair value on a recurring basis as of June 30, 2020. The following table presents information about the Company's financial instruments measured at fair value on a recurring basis and indicates the level of the fair value hierarchy utilized to determine such fair values as of December 31, 2019:

Description	Fair Value Measurement as of December 31, 2019 Using:		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Liabilities	\$ —	\$ —	\$ 21,089
Convertible notes	\$ —	\$ —	\$ 21,089

Management believes that the carrying amounts of the Company's unaudited condensed consolidated financial instruments, including accounts payable and accrued expenses approximate fair value due to the short-term nature of those instruments.

The Company elected the fair value option to account for its convertible notes issued during 2019 (See Note 8). The fair value of the convertible notes was determined based on significant inputs not observable in the market, which represents a level 3 measurement within the fair value hierarchy.

The Company recorded a loss of \$1.7 million for changes in the fair value of the convertible notes in the unaudited condensed consolidated statements of operations and comprehensive loss for the six months ended June 30, 2020.

The following table provides a roll forward of the aggregate fair value of the Company's convertible notes, for which fair value was determined using level 3 inputs (in thousands):

	Convertible notes
Balance as of December 31, 2019	\$ 21,089
Change in fair value	1,740
Settlement of convertible notes	(21,614)
Exchange difference	(1,215)
Balance as of June 30, 2020	\$ —

4. Investment

On March 6, 2020, the Company made a strategic investment of \$0.5 million to acquire an 8% (on a fully diluted basis) shareholding in Delix Therapeutics, Inc., a drug discovery and development company researching novel small molecules for use in CNS indications. The Company's investment in Delix Therapeutics, Inc. does not provide it with significant influence over the investee. The investment does not have a readily determinable fair value and therefore will be measured at cost minus impairment adjusted by observable price changes in orderly transactions for the identical or a similar investment of the same issuer. This investment will be measured at fair value on a nonrecurring basis when there are events or changes in circumstances that may have a significant adverse effect. An impairment loss is recognized in the condensed consolidated statements of operations and comprehensive loss equal to the amount by which the carrying value exceeds the fair value of the investment. As of June 30, 2020, no impairment loss was recognized.

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	December 31, 2019	June 30, 2020
U.K R&D tax credit	\$ 4,791	\$ 4,691
Prepaid research and development	903	1,306
VAT recoverable	426	652
Deferred IPO costs	115	1,060
Other current assets	952	955
	<u>\$ 7,187</u>	<u>\$ 8,664</u>

6. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	December 31, 2019	June 30, 2020
Lab equipment	\$ 114	\$ 111
Office equipment	133	205
Furniture and fixtures	38	35
Leasehold improvements	—	5
	<u>285</u>	<u>356</u>
Less: accumulated depreciation	(67)	(118)
	<u>\$ 218</u>	<u>\$ 238</u>

Depreciation and amortization expense were less than \$0.1 million for the six months ended June 30, 2019 and 2020.

7. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following (in thousands):

	December 31, 2019	June 30, 2020
Accrued research and development expense	\$ 491	\$ 108
Accrued professional expenses	232	1,460
Compensation and benefit costs	682	310
Other liabilities	52	101
	<u>\$ 1,457</u>	<u>\$ 1,979</u>

8. Convertible Notes

On August 28, 2019, the Company entered into convertible note agreements for a total additional principal amount of \$18.4 million (£15.0 million). The convertible notes issued in 2019 are collectively referred to as the "2019 Convertible Notes". The 2019 Convertible Notes bore interest at 3% per annum and were payable concurrently with repayment of the principal amount. No repayment of principal or interest was due until maturity, which occurs 12 months after issuance of the 2019 Convertible Notes. Under the agreement, the 2019 Convertible Notes automatically converted upon a Qualified Financing and Non-Qualified Financing securities upon (i) the completion of a Qualified Financing; or (ii) noteholder majority has approved a Non-Qualified Financing constituting a conversion event, at 15% discount of the per share price of the securities sold in either a Qualified Financing or Non-Qualified Financing.

On April 17, 2020, upon the B convertible preferred share financing, the outstanding principal of the convertible notes of \$18.4 million (£15.0 million) automatically converted into 15,169,626 B convertible preferred shares.

The Company elected the fair value option to account for the 2019 Convertible Notes. The Company recorded the 2019 Convertible Notes at fair value and subsequently remeasured them to fair value at each reporting date. Changes in fair value were recognized as a component of other income (expense), net in the condensed consolidated statements of operations and comprehensive loss. The Company recognized losses in the unaudited condensed consolidated statements of operations and comprehensive loss of \$1.7 million as change in fair value of the convertible notes during the six months ended June 30, 2020. No change in fair value of convertible notes was recognized during the six months ended June 30, 2019 as no convertible notes were outstanding during the six months ended June 30, 2019.

As of December 31, 2019, the outstanding 2019 Convertible Notes are shown on the accompanying unaudited condensed consolidated balance sheets at the fair value of \$21.1 million.

9. Convertible Preferred Shares

In August 2017, the Company entered into a subscription and shareholders agreement, or the 2017 Agreements, pursuant to which the Company issued an aggregate of 23,336,100 convertible preferred shares for total proceeds of approximately \$3.9 million and incurred issuance costs of \$0.1 million, recorded as a reduction to convertible preferred shares.

The 2017 Agreements were amended and restated in September 2018, as so amended, the Amended 2018 Agreements. Pursuant to the Amended 2018 Agreements, the Company issued 62,777,592 Series A convertible preferred shares for an aggregate purchase price of \$35.4 million and incurred issuance costs of \$0.3 million, recorded as a reduction to convertible preferred shares.

On April 17, 2020, the Company closed a Series B funding round to secure an additional \$80.0 million of funding, including the conversion of the 2019 Convertible Notes (see Note 8), through the issuance of Series B convertible preferred shares. The Company received \$49.8 million in cash proceeds upon the initial issuance of 34,940,295 Series B convertible preferred shares and incurred issuance costs of \$0.3 million, recorded as a reduction to the convertible preferred shares. The 2019 Convertible Notes were converted into 15,169,626 Series B convertible preferred shares. In May and June 2020, the Company received \$5.0 million and \$1.5 million for the issuance of 4,562,730 Series B convertible preferred shares and had the option to issue an additional 3,748,869 Series B convertible preferred shares amounting to \$5.3 million within five months after April 17, 2020, which was completed in August 2020 (Note 15). The issuance price of the Series B convertible preferred shares was \$1.42 per share.

Convertible preferred shares, Series A convertible preferred shares and Series B convertible preferred shares consisted of the following as of December 31, 2019 and June 30, 2020 (in thousands, except for share amounts)

As of December 31, 2019

	Shares		Liquidation Preference	Carrying Value
	Authorized	Outstanding		
Convertible preferred shares	23,336,100	23,336,100	\$ 3,865	\$ 3,761
Series A convertible preferred shares	62,777,592	62,777,592	35,414	35,147
	86,113,692	86,113,692	\$ 39,279	\$ 38,908

As of June 30, 2020

	Shares		Liquidation Preference	Carrying Value
	Authorized	Outstanding		
Convertible preferred shares	23,336,100	23,336,100	\$ 3,865	\$ 3,761
Series A convertible preferred shares	62,777,592	62,777,592	35,414	35,147
Series B convertible preferred shares	58,421,520	54,672,651	77,888	77,587
	144,535,212	140,786,343	\$ 117,167	\$ 116,495

As of December 31, 2019 and June 30, 2020, the holders of the convertible preferred shares, Series A convertible preferred shares and Series B convertible preferred share have the following rights and preferences:

Conversion

Each convertible preferred share, Series A convertible preferred share and Series B convertible preferred share is convertible into an equivalent number of ordinary shares, at any time, at the option of the holder.

Dividends

Dividends may be paid to the holders of convertible preferred shares, Series A convertible preferred shares, Series B convertible preferred shares and ordinary shares as determined by the board of directors of the Company. Through June 30, 2020, no dividends have been declared or paid.

Voting rights

The holders of the convertible preferred shares, Series A convertible preferred shares, Series B convertible preferred shares and ordinary shares are entitled to vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.

Liquidation

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the convertible preferred shares, Series A convertible preferred shares and Series B convertible preferred shares may choose to either: 1) convert their shares into ordinary shares on a 1:1

basis; or 2) continue to hold their shares. In the event that any of the investors continue to hold convertible preferred shares, Series A convertible preferred shares or Series B convertible preferred shares, such investors shall, ahead of the holders of the ordinary shares, be entitled to receive an amount equal to the sum credited as paid up on the investor shares, or the Liquidation Preference, to the holders of Series B convertible preferred shares first, then to the holders of Series A convertible preferred shares and then to the holders of convertible preferred shares last.

Any remaining proceeds shall be divided between the holders of the ordinary shares in proportion to the number of ordinary shares held. The holders of the convertible preferred shares, Series A convertible preferred shares and Series B convertible preferred shares shall not be entitled to receive an amount in excess of the Liquidation Preference.

10. Ordinary Shares

In August 2017, the Company issued 92,880,000 ordinary shares as founder shares for services rendered to the Company at a nominal value less than £0.01 per share. In connection with the issuance of convertible preferred shares in August 2017, vesting conditions were placed on the 92,880,000 shares. These shares vest as follows: 25% of the shares held by certain of the founder vested on August 17, 2017; 25% of the shares vested on August 17, 2018; and 50% of shares vest in twenty-four equal monthly installments from August 17, 2018 through August 17, 2020. The fair value of the ordinary shares issued to certain of the founders in excess of the consideration initially paid is recognized as share-based compensation over the vesting period.

In October 2019, the Company issued 871,911 and 899,775 ordinary shares to a nonemployee and an employee, with the vesting period of three and four years, respectively.

11. Share-Based Compensation

2017 Equity Incentive Plan

Under the Company's shareholder and subscription agreements, the Company is authorized to issue restricted shares, restricted share units, as well as options, as incentives to its employees, non-employees and members of its board of directors. To the extent such incentives are in the form of share options, the options are granted pursuant to the terms of the 2017 Equity Incentive Plan, or the 2017 Plan. In July 2019, the Company's board of directors adopted the 2017 Plan. The 2017 Plan provides for the grant of Enterprise Management Incentive, or EMI, options, to its UK employees, for the grant of options to its U.S. employees and non-employees of the Company. The 2017 Plan is administered by the board of directors.

As of June 30, 2020, the Company was authorized under the shareholder agreements to issue a total of 119,729,286 ordinary shares, including shares underlying options granted pursuant to the 2017 Plan. Forfeitures are accounted for as they occur. As of June 30, 2020, there were 1,960,929 shares available for issuance as incentives to the Company's employees and directors, which includes shares underlying options that may be granted from time to time subsequent to June 30, 2020 under the terms of the 2017 Plan.

Options granted under the 2017 Plan, typically vest over a three or four-year service period with 33.3% and 25%, respectively, of the award vesting on the first anniversary of the commencement date and the balance vesting monthly over the remaining years. Restricted share units granted under the 2017 Plan, typically vest over a four-year service period with 25% of the award vesting on the first anniversary of the commencement date. The options granted by the Company prior to April 17, 2020 contain provisions that to the extent then outstanding, they will be subject to accelerated vesting upon the occurrence of a Sale, Asset Sale or listing of the Company's ordinary shares on any stock exchange, and any such unvested options will accordingly become fully vested upon a Listing. The options granted on May 19, 2020 became fully vested on August 17, 2020. The options granted on June 30, 2020 are subject to 25% vesting upon the earlier occurrence of (i) the one year anniversary of the date of grant, or (ii) the

date of the listing of the Company's ordinary shares on any stock exchange. The restricted share units granted on June 30, 2020 are subject to 25% vesting upon the earlier of (i) the one year anniversary of the date of grant, or (ii) the first day following the six-month anniversary of the listing of the Company's ordinary shares on any stock exchange on which the closing price of the shares is 20% higher than the listing price for at least five consecutive trading days. Options granted under the 2017 Plan generally expire 10 years from the date of grant.

Restricted Shares

A summary of the changes in the Company's unvested restricted shares during the six months ended June 30, 2020 are as follows:

	Number of shares	Weighted Average Grant Date Fair Value
Unvested and Outstanding as of December 31, 2019	16,791,511	\$ 0.08
Granted	—	—
Vested	(12,073,989)	0.07
Forfeited	—	—
Unvested and Outstanding as of June 30, 2020	<u>4,717,522</u>	<u>\$ 0.10</u>

As of June 30, 2020, there was \$0.4 million of unrecognized compensation cost related to unvested restricted shares, which is expected to be recognized over a weighted-average period of 1.1 years. The total fair value of vested shares was \$0.8 million and \$0.9 million for the six months ended June 30, 2019 and 2020, respectively.

Restricted Share Units

A summary of the changes in the Company's unvested restricted share units during the six months ended June 30, 2020 are as follows:

	Number of units	Weighted Average Grant Date Fair Value
Unvested and Outstanding as of December 31, 2019	—	\$ —
Granted	2,268,594	1.11
Vested	—	—
Forfeited	—	—
Unvested and Outstanding as of June 30, 2020	<u>2,268,594</u>	<u>\$ 1.11</u>

As of June 30, 2020, there was \$2.5 million of unrecognized compensation cost related to unvested restricted share units, which is expected to be recognized over a weighted-average period of 4.0 years. The exercise price of restricted share units is at a nominal value less than £0.01 per share.

Share Options

The following table summarizes the Company's share options activity for the six months ended June 30, 2020:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2019	13,550,031	\$ 0.09	9.58	\$ 2,284
Granted	21,683,997	\$ 0.06		
Exercised	—			
Forfeited	—			
Outstanding as of June 30, 2020	35,234,028	\$ 0.07	9.58	\$ 36,733
Exercisable as of June 30, 2020	20,756,084	\$ 0.05	9.49	\$ 21,960
Unvested as of June 30, 2020	14,477,944	\$ 0.09	9.71	\$ 14,773

The weighted average exercise price of options granted to UK employees during the six months ended June 30, 2020 was \$0.04 per share. The weighted average exercise price of options granted to United States employees during the six months ended June 30, 2020 was \$0.27 per share.

The aggregate intrinsic value of share options is calculated as the difference between the exercise price of the share options and the fair value of the Company's ordinary shares for those share options that had exercise prices lower than the fair value of the Company's ordinary shares.

The weighted average grant-date fair value of share options granted during the six months ended June 30, 2020 was \$0.93 per share. There were no share options granted during the six months ended June 30, 2019.

As of June 30, 2020, there was \$10.3 million of unrecognized compensation cost related to unvested share options, which is expected to be recognized over a weighted-average period of 3.5 years.

Share Option Valuation

The weighted-average assumptions used in the Black-Scholes option pricing model to determine the fair value of the share options granted to employees and directors during the six months ended June 30, 2020 were as follows:

	Six months Ended June 30, 2020
Expected term (in years)	5.89 Years
Expected volatility	65.8 %
Expected dividend yield	0.00 %
Risk free interest rate	0.44 %
Fair value of underlying ordinary shares	\$ 0.96

Share-based Compensation Expense

Share-based compensation expense recorded as research and development and general and administrative expenses is as follows (in thousands):

	Six months Ended June 30,	
	2019	2020
Research and development	\$ 426	\$ 3,517
General and administrative	255	7,885
	<u>\$ 681</u>	<u>\$ 11,402</u>

12. Net Loss Per Share

Basic and diluted net loss per share attributable to ordinary shareholders was calculated as follows (in thousands, except share and per share amounts):

	Six months Ended June 30,	
	2019	2020
Numerator		
Net loss	\$ (6,297)	\$ (24,834)
Net loss attributable to ordinary shareholder- basic and diluted	<u>\$ (6,297)</u>	<u>\$ (24,834)</u>
Denominator		
Weighted-average number of ordinary shares used in net loss per share-basic and diluted	59,878,864	83,878,882
Net loss per share - basic and diluted	<u>\$ (0.11)</u>	<u>\$ (0.30)</u>

The Company's potentially dilutive securities, which include unvested restricted shares, unvested restricted share units, convertible preferred shares, Series A convertible preferred shares, Series B convertible preferred shares and options granted, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted-average number of ordinary shares outstanding used to calculate both basic and diluted net loss per share attributable to ordinary shareholders is the same. The Company excluded the following potential ordinary shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to ordinary shareholders for the six months ended June 30, 2019 and 2020 because including them would have had an anti-dilutive effect:

	Six months Ended June 30,	
	2019	2020
Unvested restricted shares	27,089,613	4,717,522
Unvested restricted share units	—	2,268,594
Convertible preferred shares	23,336,100	23,336,100
Series A convertible preferred shares	62,777,592	62,777,592
Series B convertible preferred shares	—	54,672,651
Share options	—	35,234,028
	<u>113,203,305</u>	<u>183,006,487</u>

13. Commitments and Contingencies

Legal Proceedings

From time to time, the Company may be a party to litigation or subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, the Company currently believes that the final outcome of these ordinary course matters will not have a material adverse effect on its results of operations, cash flows and financial position. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors. The Company was not a party to any material litigation and did not have material contingency reserves established for any liabilities as of December 31, 2019 and June 30, 2020.

Leases

The Company's corporate headquarters is located in London, United Kingdom, for which, as of June 30, 2020, the Company leased a series of office space at 120 Cavendish Street, London, United Kingdom from Landmark Space Limited under non-cancelable leases. The leases related to this facility are classified as operating leases with terms of two years. The Company recognizes rent expense on a straight-line basis over the respective lease period.

The Company leased office space at 180 Varick Street NY, NY from BioInnovations Labs, LLC under a cancelable lease that can be terminated by either party with one-month advanced notice. The lease related to this facility is classified as an operating lease.

The Company recorded rent expense totaling \$0.1 million and \$0.5 million for the six months ended June 30, 2019 and 2020, respectively.

Indemnification

In the normal course of business, the Company enters into contracts and agreements that contain a variety of representations and warranties and provide for general indemnification. The Company's exposure under these agreements is unknown because it involves claims that may be made against the Company in the future. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations. However, the Company may record charges in the future as a result of these indemnification obligations.

In accordance with its Articles of Association, the Company has indemnification obligations to its officers and directors for certain events or occurrences, subject to certain limits, while they are serving at the Company's request in such capacity. There have been no claims to date, and the Company has director and officer insurance that may enable it to recover a portion of any amounts paid for future potential claims.

14. Related Party Transactions

On August 28, 2019, as part of the Company's 2019 Convertible Notes issuance an amount of \$7.6 million (£6.2 million) was issued to a shareholder and it was converted to 6,255,468 shares of Series B convertible preferred shares on April 17, 2020. As of December 31, 2019, the shareholder's convertible loan note remained outstanding. Refer to Note 8 for additional information on the 2019 Convertible Notes.

The Company receives accounting and professional services from Tapestry Networks, Inc., or Tapestry, a company affiliated with a director of the Company and the Company's Chief Executive Officer, from time to time as needed. The Company recorded accounting and professional fees totaling \$0.1 million for the six months ended June 30, 2019 and 2020. As of December 31, 2019 and June 30, 2020, the Company had \$0.1 million and less than \$0.1 million outstanding to Tapestry, respectively.

15. Subsequent Events

The Company has evaluated subsequent events through August 28, 2020, the date the financial statements were available to be issued and identified the following subsequent event:

In August 2020, the Company received \$5.3 million for the issuance of additional 3,748,869 Series B preferred shares to a significant shareholder.

On August 5, 2020, the Company entered into a research services and license agreement with University of the Sciences in Philadelphia, Pennsylvania, or USciences, pursuant to which the Company engaged USciences to perform research services and USciences granted the Company 1) an exclusive, royalty bearing, worldwide license, including rights to sublicense, all jointly held intellectual property for any and all purposes, and 2) a non-exclusive, fully paid-up, worldwide license to any pre-existing intellectual property utilized over the course of performing the services which is necessary to allow the company to make use of the jointly held intellectual property. Under this agreement, the Company will pay a research service fee and tiered payments upon completion of certain milestones. The Company also agrees to pay USciences a low single-digit royalty percentage on annual net sales of licensed products, subject to certain reductions, as well as a low double-digit percentage of sublicense revenue for agreements entered into prior to the Phase II trial and a mid-single-digit percentage of revenue for agreements entered into after the start of the Phase II trial. Unless terminated earlier, the agreement expires upon the expiration or revocation of the last valid claim of any patent included in the joint intellectual property. USciences and the Company can terminate the agreement in the event of a material breach by the other party and failure to cure such breach within a certain period of time. USciences and the Company can terminate the research service in the event of a material safety or regulatory issue with respect to the research service. The Company may terminate the research service at will upon sixty-day period prior written notice to USciences. USciences can terminate the research service if such services would materially and negatively interfere with its operations or upon the continuation of a force majeure event.

On August 12, 2020, the Company repurchased unvested restricted shares upon a certain employee's resignation. The Company spent a nominal amount to acquire 563,085 unvested shares in connection with the employee's resignation.

On August 19, 2020, the son of Dr. Malievskaia entered into a contract of employment with the Company as Stakeholder Engagement and Operations Associate and will begin work for the Company on or around October 1, 2020.

**American Depositary Shares
Representing Ordinary Shares**



PRELIMINARY PROSPECTUS

, 2020

**Cowen
Evercore ISI
Berenberg
Canaccord Genuity
H.C. Wainwright & Co.**

Through and including , 2020 (the 25th day after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers.

Subject to the Companies Act 2006, members of the registrant's board of directors and its officers (excluding auditors) have the benefit of the following indemnification provisions in our articles of association, or the Articles:

Current and former members of the registrant's board of directors or officers shall be:

- (i) indemnified against any loss or liability which has been or may be incurred by them in connection with their duties or powers in relation to the company, any associated company (as defined in the Articles) or any pension fund or employees' share scheme of the company or associated company and in relation to the company's (or associated company's) activities as trustee of an occupational pension scheme, including any liability incurred in defending any civil or criminal proceedings in which judgment is given in his or her favor or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or associated company's) affairs; and
- (ii) provided with funds to meet expenses incurred or to be incurred in defending any criminal or civil proceedings or application referred to above.

In the case of current or former members of the registrant's board of directors, in compliance with the Companies Act 2006, there shall be no entitlement to reimbursement as referred to above for (i) any liability incurred to the registrant or any associated company, (ii) the payment of a fine imposed in any criminal proceeding or a penalty imposed by a regulatory authority for non-compliance with any requirement of a regulatory nature, (iii) the defense of any criminal proceeding if the director is convicted, (iv) the defense of any civil proceeding brought by the registrant or an associated company in which judgment is given against the director, and (v) any application for relief under the statutes of the UK and any other statutes that concern and affect the registrant as a company in which the court refuses to grant relief to the director.

In addition, members of the registrant's board of directors and its officers who have received payment from the registrant under these indemnification provisions must repay the amount they received in accordance with the Companies Act 2006 or in any other circumstances that the registrant may prescribe or where the registrant has reserved the right to require repayment.

The board of directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

The underwriting agreement the registrant will enter into in connection with the offering of ADSs being registered hereby provides that the underwriters will indemnify, under certain conditions, the registrant's board of directors and its officers against certain liabilities arising in connection with this offering.

Item 7. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

(a) Issuances of Share Capital

In August 2017, COMPASS Pathfinder Holdings Limited issued an aggregate of 23,336,100 preferred shares at an issue price of £0.13 per share, pursuant to an agreement entered into with its investors.

In September 2018, COMPASS Pathfinder Holdings Limited issued an aggregate of 62,777,592 Series A preferred shares at a purchase price of £0.43 per share, pursuant to an agreement entered into with its investors.

In April 2020, COMPASS Pathfinder Holdings Limited issued an aggregate of 58,421,520 Series B preferred shares at a subscription price of \$1.42 per share, pursuant to agreements entered into with its investors.

On August 7, 2020, the shareholders of COMPASS Pathfinder Holdings Limited exchanged each of the shares held by them of COMPASS Pathfinder Holdings Limited for 1,161 of the same class, with the same shareholder rights, of shares in COMPASS Rx Limited pursuant to a share for share exchange agreement entered into between COMPASS Rx Limited and those shareholders. Following the share exchange, 96,392,025 ordinary shares, 23,336,100 preferred shares, 62,777,592 Series A preferred shares and 54,672,651 Series B preferred shares were outstanding, each with a nominal value of £0.01.

In August 2020, COMPASS Rx Limited issued an aggregate 3,748,869 Series B preferred shares to a significant shareholder at an aggregate subscription price of \$5,340,766, pursuant to an agreement entered into with the relevant significant shareholder.

No underwriters were involved in the foregoing sales of securities. The sales of securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, or the Securities Act, including Regulation D and Rule 506 promulgated thereunder, as transactions by an issuer not involving a public offering. All of the purchasers in these transactions represented to us in connection with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

Item 8. Exhibits and Financial Statement Schedules***Exhibits***

The exhibits to the registration statement are listed in the exhibit index attached hereto and are incorporated by reference herein.

Financial Statement Schedules

None. All schedules have been omitted because the information required to be set forth therein is not applicable or has been included in the consolidated financial statements and notes thereto.

Item 9. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 hereof, or otherwise, the registrant has been advised that in the opinion of the U.S. Securities and Exchange

Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (i) The registrant will provide to the underwriter at the closing as specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.
- (ii) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (iii) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (iv) If the Registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION OF EXHIBIT
1.1*	Form of Underwriting Agreement.
3.1	<u>Articles of Association of COMPASS Pathways plc, as currently in effect.</u>
3.2*	Form of Articles of Association of COMPASS Pathways plc (to be adopted immediately prior to the completion of this offering).
4.1*	Form of Deposit Agreement.
4.2*	Form of American Depositary Receipt (included in exhibit 4.1).
5.1*	Opinion of Goodwin Procter (UK) LLP.
10.1#	<u>Investment and shareholders' agreement by and between COMPASS Rx Limited and the shareholders named therein, dated April 17, 2020 and amended and restated on August 7, 2020.</u>
10.2*	Employment Agreement with George Goldsmith.
10.3*	Employment Agreement with Piers Morgan.
10.4*	Employment Agreement with Lars Wilde.
10.5*	Employment Agreement with Nate Poulsen.
10.6*	Employment Agreement with Ekaterina Malievskaia.
10.8*#	2020 Employee Share Option Plan with Non-Employee Sub-Plan and U.S. Sub-Plan, as amended.
10.9	<u>License Agreement by and between The Office Group and COMPASS Pathways Limited dated October 31 2019.</u>
10.10	<u>Services Agreement by and between BioInnovation Labs LLC and COMPASS Pathways, Inc., dated May 30, 2019, as amended by Amendment No. 1 to Services Agreement, dated April 22, 2020, and as supplemented by Services Agreement, dated June 26, 2020.</u>
10.11*	Form of Deed of Indemnity between COMPASS Pathways plc and each of its Directors and Officers.
21.1	<u>Subsidiaries of COMPASS Pathways plc.</u>
23.1	<u>Consent of independent registered public accounting firm.</u>
23.2*	Consent of Goodwin Procter (UK) LLP (included in exhibit 5.1).
24.1*	Power of Attorney (included on signature page to this registration statement).

* To be filed by amendment.

Indicates a management contract or any compensatory plan, contract or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of London, United Kingdom, on the 28th day of August, 2020.

COMPASS PATHWAYS PLC

By: /s/ George Goldsmith
 Name: George Goldsmith
 Title: Chief Executive Officer

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints George Goldsmith and Piers Morgan, and each of them, his or her true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in his or her name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this Registration Statement together with all schedules and exhibits thereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this Registration Statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and (iv) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he or she might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his or her substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
<u>/s/ George Goldsmith</u> George Goldsmith	Chief Executive Officer and Director (Principal Executive Officer)	August 28, 2020
<u>/s/ Piers Morgan</u> Piers Morgan	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 28, 2020
<u>/s/ Ekaterina Malievskaja</u> Ekaterina Malievskaja, M.D., MScPH	Chief Innovation Officer and Director	August 28, 2020
<u>/s/ Florian Brand</u> Florian Brand	Director	August 28, 2020
<u>/s/ Annalisa Jenkins</u> Annalisa Jenkins, MBBS	Director	August 28, 2020
<u>/s/ Thomas Lönngren</u> Thomas Lönngren	Director	August 28, 2020
<u>/s/ David Norton</u> David Norton	Director	August 28, 2020
<u>/s/ Jason Camm</u> Jason Camm	Director	August 28, 2020
<u>/s/ Robert McQuade</u> Robert McQuade	Director	August 28, 2020
By: <u>/s/ Nate Poulsen</u> Name: Nate Poulsen Title: General Counsel	Authorized Representative in the United States	August 28, 2020

The Companies Act 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES

OF

ASSOCIATION

OF

COMPASS PATHWAYS PLC

(Incorporated on 24 June 2020)

(Company No. 12696098)

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A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**COMPASS PATHWAYS PLC
(THE "COMPANY")**

(adopted by a special written resolution passed on 17 August 2020)

1. DEFINED TERMS

In these Articles, unless the context requires otherwise the following words and expressions have the following meanings:

"**Acceptance Notice**" is defined in article 21.3;

"**Acquiror**" is defined in article 21.1;

"**Act**" means the Companies Act 2006 (as amended and/or superseded from time to time);

"**Acting in Concert**" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended and/or superseded from time to time);

"**Adoption Date**" means the date of adoption of these Articles being 17 August 2020;

"**ADSs**", or "**American Depositary Shares**", represent ownership interests in securities that are on deposit with the depositary which are represented by certificates that are commonly known as American Depositary Receipts, or "**ADRs**";

"**Affiliate**" means, with respect to a person (the "**First Person**");

- (a) another person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the First Person;
- (b) a pooled investment vehicle organised by the First Person (or an Affiliate thereof), the investments of which are directed by the First Person;
- (c) a partner or an officer or employee of the First Person (or an Affiliate thereof);
- (d) an investment fund organised by the First Person for the benefit of the First Person's (or its Affiliates') partners, officers or employees or their dependants; or
- (e) a successor trustee or nominee for, or a successor by re-organisation of, a qualified trust; and

in respect of MSRD, means a person controlled by or who controls, directly or indirectly, and whether through one or more intermediaries, MSRD, and additionally shall include and encompass the following: (i) Otsuka America Pharmaceutical, Inc., (ii) Otsuka Pharmaceutical Development & Commercialization, Inc., and (iii) Otsuka Pharmaceutical Europe, Ltd;

"**Allocations Notice**" is defined in article 20.5(a);

"**Anti-Dilution Shares**" is defined in article 16.5(a);

"**Approved Listing**" has the meaning given to the term in the Shareholders' Agreement;

"**Approved Transfer**" shall mean any transfer of legal or beneficial ownership specifically approved in the Shareholders' Agreement;

"**Arrears**" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, together with all interest and other amounts payable on that Share;

"**Articles**" means the Company's articles of association as amended and/or superseded from time to time;

"**Asset Sale**" means the disposal (in one transaction or a series of transactions) by the Company of all or substantially all of its undertaking and assets (which shall include, without limitation, the grant by the Company of an exclusive licence over all or substantially all of the commercially valuable intellectual property of the Company);

"**ATAI Director**" is defined in article 9.4(b);

"**ATAI**" means ATAI Life Sciences AG (incorporated and registered in Germany) with registered number HRB 239201 and registered office at Barer Str. 7, 803330, Munich, Germany;

"**Auditors**" means the auditors of the Company from time to time, or, if the Company has not appointed auditors, its accountants for the time being;

"**A Investors**" means the holders of A Preference Shares;

"**A Preference Shares**" means the A preference shares of £0.001 each in the capital of the Company, having the rights ascribed to them in these Articles, and "**A Preference Share**" shall be construed accordingly;

"**Beneficiary**" means, in relation to a Shareholder, a person or persons on whose behalf that Shareholder holds its Shares as notified in writing to the Company by that Shareholder from time to time;

"**Board**" means the board of directors of the Company as constituted from time to time, including any duly appointed committee thereof or the directors present at a meeting of the directors or a committee of the Company at which a quorum is present;

"Bonus Issue" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or redenomination or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than Shares issued as a result of any Permitted Issue;

"Business" means the provision of integrated, psychoactive care pathways and support for self-directed care by applying innovations in neuroscience, psychotherapy, psychopharmacology and digital platforms;

"Business Day" means a day, except a Saturday or Sunday, on which banks are generally open for non-automated banking business in London;

"B Investor Director" means the director appointed pursuant to article 9.4(c);

"B Investor Director Majority" means the holders of at least 50 per cent. of the B Preference Shares (excluding any B Preference Shares held by MSRD) from time to time;

"B Investor Majority" means the holders of at least 50 per cent. of the B Preference Shares from time to time;

"B Investors" means the holders of B Preference Shares;

"B Preference Shares" means the B preference shares of £0.001 each in the capital of the Company, having the rights ascribed to them in these Articles, and **"B Preference Share"** shall be construed accordingly;

"Cessation Date" is defined in article 25.1;

"Chairman" means the person appointed as chairman of the Board pursuant to article 9.3(a);

"Chairman's Interest" is defined in article 6.4(a)(ii);

"Civil Partner" means, in relation to a Shareholder, a civil partner (as defined in the Civil Partnerships Act 2004) of the Shareholder;

"Company's lien" is defined in article 30.1;

"Competing Business" means any business, enterprise, operation, activity or service that constitutes or relates to (including by being involved in the design, development, creation, launch, maintenance, operation, marketing, sale, licensing or support):

- (a) the Business; and/or
- (b) the provision of the products or services of the Business;

"Competitor" means a Person whose business is a Competing Business, save that, (i) in the case of MSRD, neither MSRD or its Affiliates (as defined above) shall be

deemed to be a Competitor; and (ii) in the case of ATAI, neither ATAI or its Affiliates (as defined above) shall be deemed to be a Competitor;

"**Compulsory Transfer Shares**" is defined in article 23.1(b);

"**Compulsory Transfer Date**" is defined in article 23.1(b);

"**Confidential Information**" means any information in any form relating to any Group member's business, customers or financial or other affairs (including future plans and business development), but does not include: (a) information which is publicly known at the time of its disclosure; (b) information at the time of disclosure, as evidenced by a Shareholder's written record, which is/was already in the possession of such Shareholder or identifies or relates to works already under development by a Shareholder prior to the disclosure by Company; or (c) any information lawfully received by a Shareholder from a third party which does not require the Shareholder to maintain the confidentiality of such information;

"**Control**" shall mean, with respect to a person (other than an individual) (a) direct or indirect ownership of more than 50 per cent. of the Voting Securities of such person, (b) the right to appoint, or cause the appointment of more than 50 per cent. of the members of the board of directors (or similar governing body) of such person and/or (c) the right to manage, or direct the management of, on a discretionary basis, the assets of such person, and, for the avoidance of doubt, a general partner is deemed to Control a limited partnership and, solely for the purposes of these Articles, a fund advised or managed directly or indirectly by a person shall also be deemed to be controlled by such person (and the term "**Controls**" and "**Controlled**" shall have meaning correlative to the foregoing);

"**Conversion Notice**" is defined in article 16.3(b);

"**Corporate Entity**" is defined in article 23.3(c);

"**Day**" means a period of 24 hours beginning and ending on 00.00 (midnight);

"**Deferred Shares**" means deferred shares of £0.001 each in the capital of the Company from time to time;

"**Distribution**" means all or part of any distribution, return of capital (whether on a liquidation or otherwise) or other return of value from the Company to Shareholders in respect of their Shares (including, for the avoidance of doubt, any distribution or dividend from profits, redemption of shares of any class, the purchase by the Company of its own shares or capital reduction);

"**Drag-Along Notice**" is defined in article 22.2;

"**Drag-Along Option**" is defined in article 22.1;

"**Drag Completion Date**" is defined in article 22.5;

"**Drag Documents**" is defined in article 22.5;

"Drag Price" is defined in article 22.2(c);

"Dragged Shareholders" is defined in article 22.1;

"Electronic Address" means any number or address used for the purpose of sending or receiving notices, documents or information by electronic means;

"Electronic Form" has the meaning given in section 1168 of the Act;

"Electronic Means" has the meaning given in section 1168 of the Act;

"Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

"Eligible Shareholders" is defined in article 20.4;

"Employment Agreements" has the meaning given to the term in the Shareholders' Agreement;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) other than liens arising by operation of law (other than any right, equity or lien arising pursuant to the provisions of these Articles);

"Equity Shareholder" means a holder of Equity Shares;

"Equity Shares" means the Shares other than the Deferred Shares;

"Excess Shares" is defined in article 20.4(b);

"Exercising Investor" is defined in article 16.5(a);

"Exit Event" means:

- (a) a Share Sale;
- (b) a Merger; or
- (c) an Asset Sale,

save that a Holding Company Reorganisation shall not constitute an Exit Event.

"Expert Valuer" means an independent firm of chartered accountants to be agreed between the Board and the Investors;

"Fair Market Value" means:

- (a) for the purpose of article 23.1, in relation to the Shares, the fair market value of such Shares as agreed between the relevant shareholder who is subject to the Unapproved Change of Control and the Company (with the exception that any director appointed by the leaving shareholder cannot participate in any board vote on such matter); or
- (b) for the purpose of article 25, in relation to the Shares, the fair market value of such Shares as agreed between the relevant Founder who is selling his shares and the Investors (acting by an Investor Majority) or, in the event of a disagreement, the fair market value of such Shares as an Expert Valuer (acting as an expert, not as an arbitrator) determines as being in its opinion the fair market value of such Shares;

"Family Trust" means, in relation to any individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument made by any person or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is, for the time being, vested in any person other than the individual and/or Privileged Relations of that individual; and so that, for this purpose, a person shall be considered to be beneficially interested in a share if such share or the right to receive income in respect of such share is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching to such shares are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by the relevant trust on any person or persons;

"Final Allocation" is defined in article 20.4(c);

"Final Entitlement" is defined in article 19.4;

"Founders" means Ekaterina Malievskaja and George Goldsmith, and **"Founder"** shall be construed accordingly;

"Founder Director" is defined in article 9.3(a);

"Founders Fund" means The Founders Fund VII, LP, The Founders Fund VII Principals Fund, LP, The Founders Fund VII Entrepreneurs Fund LP and Eric Scott, an affiliate of Founders Fund ;

"Founder Majority" means the Founders and/or such persons' Beneficiaries;

"Fractional Holders" is defined in article 16.3(h);

"Fully Diluted Share Capital" means the share capital of the Company on a fully diluted basis from time to time;

"Good Leaver" is defined in article 25.1;

"GBP" or **"£"** means the Great British Pound, being the currency of the United Kingdom;

"**Group**" means the Company and each subsidiary undertaking from time to time, and "**Group member**" shall be construed accordingly;

"**Group Member Interest**" is defined in article 6.2(a);

"**Holding Company**" means a holding company of the Company newly incorporated in any jurisdiction (including, without limitation, in the United States of America under Delaware law) which has no previous trading history and has resulted from a Holding Company Reorganisation;

"**Holding Company Reorganisation**" means any transaction involving the issue of shares in the capital of a Holding Company to the Shareholders, the object or intent of which is to interpose the Holding Company as the sole owner of the Company prior to a Listing such that immediately subsequent to such transaction:

- (a) the number and class of shares comprised in the issued share capital of the Holding Company, the identity of the shareholders of the Holding Company, and the number and class of shares held by each such person is the same as or substantially similar to the issued share capital of the Company and the identity of Shareholders and the number and class of Shares held by each such person immediately prior to such transaction (save for the fact that such shares are issued by a different company);
- (b) the rights attaching to each class of share comprised in the Holding Company are the same as those rights attaching to the like class of share comprised in the share capital of the Company immediately prior to such transaction (save for the fact that such shares are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and
- (c) the constitutional documents of the Holding Company are the same in effect as the articles of association of the Company immediately prior to such transaction (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the Holding Company may be incorporated in a jurisdiction other than England and Wales);

"**Independent Director**" is defined in article 9.5;

"**Initial Allocation**" is defined in article 20.4(a)(iii);

"**Initial Entitlement**" is defined in article 19.2(d);

"**Insolvency Event**" is defined in article 17.1;

"**Insolvency or Exit Event Notice**" is defined in article 17.3;

"**Interested Director**" means any director who has or could have a Situational Conflict;

"**Investors**" means the Seed Investors, the A Investors and the B Investors, and an "**Investor**" shall be construed accordingly;

"Investor Director" means each of the:

- (a) B Investor Director;
- (b) MSRD Director;
- (c) Seed Investor Director; or
- (d) ATAI Director;

"Investor Director Interest" is defined in article 6.3(a);

"Investor Majority" means Investors holding at least 75 per cent. in number of the Shares held by the Investors;

"Investor Shares" means the Preference Shares, the A Preference Shares and the B Preference Shares;

"Issue Price" means the nominal value of the Shares;

"Leaver" is defined in article 25.1;

"Listing" means the admission of (or in the case of admission to NASDAQ, the offering of the initial public offering of) all or any of the Shares, shares in a subsidiary of the Company, or, if applicable, any Parent or Holding Company, or securities representing those shares (including, without limitation, depositary interests, ADRs, ADSs and/or other instruments) on NASDAQ or on the Main Market of the London Stock Exchange or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 as amended and/or superseded from time to time);

"Liquidation Preference" is defined in article 17.4;

"Lock-in Period" is defined in article 20.1(a);

"Lock-up Restriction" is defined in article 26.2;

"Majority Selling Shareholders" is defined in article 22.1;

"Majority Shareholders" means the holders of not less than 75 per cent. of all Shares from time to time;

"Material Reason" is defined in article 9.4(e);

"Merger" means any merger or consolidation in which (i) the Company is a constituent party or (ii) a subsidiary of the Company is a constituent party and the Company issues its share capital pursuant to such merger or consolidation, but shall exclude any such merger or consolidation involving the Company or a subsidiary thereof in which the share capital of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for share capital of the Company that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the share capital

of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation;

"Model Articles" means the model articles for public companies contained in Schedule 3 to the Model Articles Regulations;

"Model Articles Regulations" means The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended prior to the Adoption Date);

"MSRD" means McQuade Center for Strategic Research and Development LLC, a Delaware limited liability company and a wholly owned subsidiary of Otsuka America, Inc., and its permitted successors and assigns;

"MSRD Director" has the meaning given in article 9.4(d);

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc;

"New Issue" is defined in article 19.1;

"New Reorganisation Shareholder" is defined in article 27.3;

"New Securities" is defined in article 19.1;

"New Shareholder" is defined in article 22.9;

"Non-Independent Director Consent" is defined in article 9.5;

"Offer Period" is defined in article 19.2(b);

"Ordinary Shares" means the ordinary shares of £0.001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles, and **"Ordinary Share"** shall be construed accordingly;

"Parent" means a person that Controls, directly or indirectly, the Group from time to time and does not own other material assets or businesses that are not related to the business of the Group;

"Permitted Issue" means an allotment or issue (or obligation to allot or issue) of Shares or other Relevant Securities of the Company pursuant to:

- (a) article 16.3;
- (b) the share option plans adopted by the Company from time to time, in accordance with clause 16 of the Shareholders' Agreement;
- (c) an Investor Majority consenting in writing to such allotment or issue (or obligation to allot or issue) being categorised as a Permitted Issue, provided that such allotment or issue is either (i) not to any Shareholder; or (ii) pursuant to an offer to all Shareholders on substantially the same terms;

- (d) issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to, the Anti-Dilution Shares;
- (e) a Holding Company Reorganisation; or
- (f) shares and securities issued on a Listing;

"Permitted Transferee" means in relation to a holder of Shares who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies and in relation to a holder of Shares which is a corporate entity, any of its Affiliates;

"Preference Amount" means a price per share equal to the amount paid up or credited as paid up (including premium) for such share together with any Arrears;

"Preference Shares" means the preference shares of £0.001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles, and **"Preference Share"** shall be construed accordingly;

"Privileged Relation" means, in relation to a Shareholder who is an individual member, a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate children and their issue);

"Proceeds" means:

- (a) in the case of an Insolvency Event, the surplus assets and retained profits of the Company remaining after the payment of its liabilities; and
- (b) in the case of an Exit Event, the consideration payable (including, without limitation, any deferred and/or contingent consideration) whether in cash or otherwise to, in the case of a Share Sale, those Shareholders selling Shares; and, in the case of an Asset Sale, the Company by way of consideration from the relevant purchaser (after payment of its liabilities) from the relevant purchaser pursuant to the terms of the Share Sale and/or Asset Sale, in each case less any fees, costs and expenses payable by the Company as approved by an Investor Majority;

"Proposed Buyer(s)" is defined in article 20.3(c)(iii);

"Proposed Tag-Along Transfer" is defined in article 21.1;

"Proposed Drag-Along Sale" is defined in article 22.1;

"Proposed Reorganisation" is defined in article 27.1;

"Proposed Sale" is defined in article 20.2;

"Purchaser" is defined in article 22.1;

"Qualifying Companies" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the Corporation Tax Act 2010) and (**"Qualifying Company"** shall mean any one of them);

"Qualifying Issue" is defined in article 16.5(a);

"Relevant Investor" is defined in article 6.3(a)(i);

"Relevant Matter" is defined in article 5.1(a)(i);

"Relevant New Securities" has the meaning given in article 16.5(a);

"Relevant Securities" means, in respect of any company, any share or other security (whether debt or equity) in the capital of such company from time to time, or any other security, agreement or instrument which contains or provides for any right to subscribe or exchange for, convert into or otherwise call for any issue of any share(s) or other securities in the capital of such company from time to time but shall not include Deferred Shares;

"Reorganisation Action" is defined in article 27.1;

"Sale Agreement" is defined in article 22.2;

"Sale Date" is defined in article 20.5;

"Sale Period" is defined in article 20.4;

"Sale Price" is defined in article 20.3(c)(ii);

"Sale Shares" is defined in article 20.3(b);

"Secretary" means any person appointed by the directors to perform the duties of the secretary of the Company from time to time;

"Seed Investors" means each of:

- (a) Apeiron Investment Group Ltd, a limited liability company incorporated in Malta with registered office at 48 Stella Maris Street, SLM 1765 Malta;
- (b) Rivendell Investments 2017-9 LLC, a limited liability company incorporated in the State of Delaware, USA with registered office at 1209 Orange Street, Wilmington, New Castle County 19801, USA; and
- (c) Galaxy Group Investments LLC, a limited liability company incorporated in the State of Delaware, USA whose registered office is at 107 Grand Street, 7th Fl., New York, New York 10013, USA, or

any transferee of any such person where such transferee is ATAI and such transfer was an Approved Transfer;

"Seed Investor Director" means the director appointed pursuant to article 9.4(a);

"Seed Investor Majority" means the holders of a majority of Preference Shares held by the Seed Investors;

"Seller" is defined in article 20.2;

"Selling Shareholder(s)" is defined in article 21.1;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of (regardless of whether such right or obligation is contingent and/or optional)) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will (or will result upon exercise of such right) result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring Control of the Company, save that a Holding Company Reorganisation will not be a Share Sale;

"Shareholders" means the holders for the time being of Shares, and **"Shareholder"** shall be construed accordingly;

"Shareholders' Agreement" means the written agreement entered into between Compass Pathfinder Holdings Limited and the Shareholders on 17 April 2020 and the Company following the amendment and restatement on 07 August 2020 (as further amended and/or superseded from time to time);

"Shares" means shares in the capital of the Company, and **"Share"** shall be construed accordingly;

"Situational Conflict" means any direct or indirect interest of an Interested Director that conflicts or possibly may conflict with the interests of the Company and which would, if not authorised by the directors pursuant to these Articles, involve such director breaching his duty under section 175 of the Act but excluding:

- (a) Transactional Conflicts; and
- (b) interests that cannot reasonably be regarded as likely to give rise to a conflict of interest, and

a conflict of interest includes a conflict of interest and duty and a conflict of duties;

"Starting Price" means US\$1.42463394 (if applicable, adjusted as referred to in article 16.5(a));

"Subsidiary Undertaking" has the meaning given in section 1162 of the Act;

"Tag-Along Notice" is defined in article 21.1;

"Tagged Shareholders" is defined in article 21.1;

"Tax Authority" means a taxing or other governmental (local or central) state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or collect tax;

"Terms of Issue" is defined in article 19.2(a);

"Total Number" is defined in article 19.2(c);

"Transactional Conflict" means any direct or indirect interest of a director in relation to an existing or a proposed transaction or arrangement with the Company;

"Transfer Notice" is defined in article 20.3(a);

"Trustee" means in relation to a Shareholder, the trustee or trustees of a Family Trust;

"Unallocated Shares" is defined in article 20.6;

"Unapproved Change of Control" is defined in article 23.3(a) and article 23.3(b); and

"Voting Securities" shall mean shares or equivalent ownership interests entitled (without regard to the occurrence of certain circumstances) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof.

1.2 Model Articles

- (a) The Model Articles shall apply to the Company save in so far as they are excluded or varied by these Articles and such Model Articles (save as so excluded or varied) and the Articles shall be the articles of association of the Company. The model articles for private companies contained in Schedule 1 to the Model Articles Regulations shall not apply to the Company.
- (b) Where there is any conflict between these Articles and the provisions of the Model Articles which apply to the Company by these Articles, these Articles shall prevail.
- (c) Articles 8(1) to 8(3), 10(2), 11, 12, 13(3), 14, 16, 18(4), 20, 21, 22, 23(5), 24, 26(1), 26(4), 31, 36(2), 37, 39, 41, 46, 47, 50, 51, 63, 64, 65 to 68, 76(2), 80, 85 and 86 of the Model Articles do not apply to the Company.

2. INTERPRETATION

- (a) Unless the context otherwise requires:
 - (i) where there is reference to Preference Shares, A Preference Shares or B Preference Shares, Investor Shares and/or Shares under these Articles, this reference shall be treated where appropriate in the context, on an as converted basis as if the shares had been converted into Ordinary Shares in accordance with article 16.3;
 - (ii) words denoting the singular number include the plural number and vice-versa;
 - (iii) words denoting the masculine gender include the feminine and neuter genders and vice versa;
 - (iv) references to persons includes bodies corporate, unincorporated associations and partnerships;
 - (v) any reference to an article shall be construed as a reference to the relevant article of these Articles unless expressly provided otherwise;

- (vi) a reference to any statute, statutory instrument or provision of a statute or statutory instrument includes a reference to any statutory modification, re-enactment or renumbering of it for the time being in force;
- (vii) references to the execution of a document in electronic form include references to it being executed by such means as the Board may from time to time approve (including for the purpose of establishing the authenticity or integrity of the relevant document);
- (viii) the headings are inserted for convenience only and do not affect the construction of these Articles;
- (ix) a reference to the transfer of a Share means:
 - (1) the transfer, sale, assignment or other disposal of the legal and/or beneficial interest in that Share;
 - (2) the creation of any Encumbrance over any legal or beneficial interest in any Share (other than a lien arising pursuant to these Articles);
 - (3) the renunciation or assignment of any right to receive the legal or beneficial interest in that Share or a direction given by the holder of that Share that any legal or beneficial interest in that Share shall be allotted or issued to any person other than such holder;
 - (4) the grant of an option to acquire any legal or beneficial interest in that Share; or
 - (5) any agreement to do any of the foregoing,

and "**transferring**" and "**transfers**" shall be construed accordingly.

- (b) Save as defined in article 1 and unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company.
- (c) The agreement, consent, direction or vote of a Shareholder under these Articles may be given by the Shareholder or, failing that and so long as the Shareholder has not given any conflicting agreement, consent, direction or vote, by that Shareholder's Beneficiary.

3. DIRECTORS' POWERS AND RESPONSIBILITIES

3.1 Committees

- (a) The Board, with the consent of an Investor Majority, may establish committees of the Board from time to time.

- (b) Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

3.2 Directors to exercise the Company's voting powers

The directors may exercise the voting powers conferred by the shares in any company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit.

4. DECISION-MAKING BY DIRECTORS

4.1 Calling a directors' meeting

- (a) Any director may call a directors' meeting by giving not less than five (5) Business Days' notice of the meeting (or such lesser notice as one Founder Director and one Investor Director may agree) to the directors or by authorising the Secretary (if any) to give such notice.
- (b) Notice of any directors' meeting must be accompanied by:
 - (i) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (ii) copies of any papers to be discussed at the meeting.
- (c) Matters not on the agenda or business conducted in relation to those matters may not be raised at a meeting of directors unless a Founder Director and each Investor Director agree in such meeting (or prior to such meeting if any Investor Director is not to be present).
- (d) Breach of this article 4.1 shall not affect the validity of any meeting of the directors which has been validly convened.

4.2 Participation in directors' meetings

Article 9 of the Model Articles shall be amended by:

- (a) the insertion of the word "orally" after communicate in article 9(1)(b) of the Model Articles;
- (b) the deletion of the words "or how they communicate with each other" in article 9(2) of the Model Articles; and
- (c) the insertion of the words "and if there is no agreement between the directors, the meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group, where the Chairman is" at the end of article 9(3) of the Model Articles.

4.3 Quorum for directors' meetings

- (a) Subject to articles 4.3(b) and 6.1(c)(i), a quorum shall consist of at least three (3) directors, of whom two (2) must be Founder Directors and one (1) must be an Investor Director.
- (b) In a situation where a meeting of the Board is or becomes inquorate due to the non-attendance of two (2) Founder Directors and one (1) Investor Director, such meeting (with the same agenda) shall be reconvened at the same time and place not earlier than five (5) Business Days later, and at such reconvened meeting (provided no changes are made to the agenda), any two directors shall constitute a quorum, for the transaction of business.
- (c) If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (i) to appoint further directors; or
 - (ii) to call a general meeting so as to enable the Equity Shareholders to appoint further directors.
- (d) Save where expressly stated otherwise in these Articles and/or the Shareholders' Agreement, the Board shall have full and complete discretion to manage and control the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company.
- (e) For the purposes of any meeting (or part of a meeting) held pursuant to article 6.1 to authorise a director's Situational Conflict, if the non-conflicted directors in office are not sufficient to reach the quorum for a meeting in article 4.3(d), the quorum for such meeting (or part of a meeting) shall be the non-conflicted directors.

4.4 Chairing directors' meetings

- (a) The Chairman shall be appointed in accordance with article 9.3(a).
- (b) The Chairman shall preside at any Board meeting, committee meeting and any general meeting at which he is present. If the Chairman for the time being is unable to attend any Board meeting, committee meeting or general meeting or at any time, there is no Chairman, the Founder Directors shall be entitled to appoint another director to act as Chairman in his place at the Board meeting or pending such appointment (as the case may be).
- (c) In the event that the number of votes for and against a proposal to be determined by the Board are equal, the Chairman shall not have a casting vote.

4.5 Voting at directors' meetings: general rules

- (a) Article 13(1) of the Model Articles shall be amended by the deletion of the word "participating" before the word "director" and replacing it with the word "eligible".
- (b) Article 13(2) of the Model Articles shall be amended by the insertion of the word "eligible" before the words "director participating".

5. DIRECTORS' INTERESTS - TRANSACTIONAL CONFLICTS

5.1 Directors may be interested

- (a) Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act, provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (i) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested (a "**Relevant Matter**");
 - (ii) shall be an Eligible Director and shall be entitled to count in the quorum for the purposes of any proposed decision of the directors (or committee of directors) in respect of such Relevant Matter or proposed Relevant Matter in which he is interested;
 - (iii) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or vote on a directors' written resolution, in respect of such Relevant Matter or proposed Relevant Matter in which he is interested;
 - (iv) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (v) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (vi) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such Relevant Matter or from any such office or employment or from any interest in any such body corporate and no such Relevant Matter shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- (b) The provisions of article 5.1(a) shall only apply to Transactional Conflicts and shall not apply to Situational Conflicts.

6. DIRECTORS' INTERESTS - SITUATIONAL CONFLICTS

6.1 Board approval required for Situational Conflicts

- (a) The directors shall, in accordance with the requirements set out in this article 6.1, have the power, by resolution, to authorise any Situational Conflict.
- (b) Where a situation arises in which an Interested Director has or could have a Situational Conflict, the Interested Director or any other director must provide the Board with such details of the Situational Conflict as are necessary for the Board to decide whether or not to authorise the Situational Conflict. Such details may be provided in writing and shall be delivered to the other directors together with such additional information as may be requested by the Board or made orally at a Board meeting.
- (c) For the purposes of any Board meeting or part of a Board meeting held pursuant to article 6.1(b) at which a resolution to authorise the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, any such resolution and authorisation will be effective only if:
 - (i) any requirement as to the quorum for the relevant Board meeting is met without counting the Interested Director, save that:
 - (1) if an Investor Director is an Interested Director, the quorum for such meeting (or part of a meeting) shall be one Founder Director and any other Investor Director; and
 - (2) if a Founder Director is an Interested Director, the quorum for such meeting (or part of a meeting) shall be the Investor Director and the Independent Director; and
 - (ii) the authorisation was given without the Interested Director voting on the resolution or would have been given if the Interested Director's vote had not been counted.
- (d) Any authorisation by the directors of a Situational Conflict under this article 6.1 may (whether at the time of giving the authority or subsequently):
 - (i) extend to any actual or potential Situational Conflict which may reasonably be expected to arise out of the matter so authorised;
 - (ii) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Board or otherwise) related to the Situational Conflict;
 - (iii) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution relating to the Situational Conflict;

- (iv) permit the Interested Director to absent himself from the discussion of matters relating to the Situational Conflict at any meeting of the Board and be excused from reviewing papers prepared by, or for, the Board to the extent that they relate to such matters; and
 - (v) impose on the Interested Director such other terms or conditions for the purposes of dealing with the Situational Conflict and for such duration as the Board thinks fit.
- (e) The Board may terminate, revoke or vary the authorisation of a Situational Conflict at any time provided that this will not affect anything done by the Interested Director prior to such termination, revocation or variation in accordance with the terms of the authorisation.
- (f) Where the Board authorises a Situational Conflict:
- (i) the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Situational Conflict; and
 - (ii) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) which the Board imposes in respect of its authorisation.
- (g) In authorising a Situational Conflict, the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Situational Conflict otherwise than as a director and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- (i) disclose such information to the directors or to any director or other officer or employee of the Company; or
 - (ii) use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence.

6.2 Pre-approval for all directors

- (a) Subject to complying with his duties as a director under Part X of the Act, any director, notwithstanding his office, may at any time be:
- (i) an officer of, employed by, or (directly or indirectly) hold Shares or other securities in the Company; or
 - (ii) a director or other officer of, employed by, or (directly or indirectly) hold shares or other securities or otherwise be directly or indirectly interested in any other Group member,
- (a "**Group Member Interest**") and no authorisation under article 6.1 shall be necessary in respect of any such Group Member Interest.

- (b) Notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and any Group Member Interest, any Interested Director shall:
 - (i) be entitled to count in the quorum and to vote at a meeting or any part of a meeting of the directors (or of a committee of the directors) at which any matter which may be relevant to the Group Member Interest may be discussed (other than in relation to that director's employment with any Group member);
 - (ii) not be accountable to the Company for any remuneration, profit or other benefit which he derives from, or in connection with, a relationship involving a Group Member Interest; and
 - (iii) not be required to disclose to the directors or any other officer or employee of the Company any Confidential Information which is obtained by him as a result of a Group Member Interest and otherwise than as a director or use or apply any such Confidential Information in performing his duties as a director where to do so would amount to a breach of that confidence.

6.3 Pre-approval for Investor Directors

- (a) Subject to complying with his duties as a director under Part X of the Act, any Investor Director, notwithstanding his office, may at any time be a director or other officer of, employed by, or (directly or indirectly) hold shares or other securities or otherwise be directly or indirectly interested in:
 - (i) any Investor, Affiliate of an Investor or any other entity which (directly or indirectly) holds Shares in the Company (a "**Relevant Investor**") and the Investor Director may, on behalf of the Investor, give or withhold any consent or give any direction required of any Investor pursuant to the terms of any Shareholders' Agreement or of any document ancillary to the Shareholders' Agreement; or
 - (ii) any other company in which a Relevant Investor (directly or indirectly) also holds shares or other securities or is otherwise directly or indirectly interested,(an "**Investor Director Interest**") and no authorisation under article 6.1 shall be necessary in respect of any such Investor Director Interest.
- (b) Notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and any Investor Director Interest, any Investor Director shall:
 - (i) be entitled to count in the quorum and to vote at a meeting or any part of a meeting of the directors (or of a committee of the directors) at which any matter which may be relevant to the Investor Director Interest may be discussed (other than in relation to that director's employment with any Group member);

- (ii) not be accountable to the Company for any remuneration, profit or other benefit which he derives from, or in connection with, any Investor Director Interest;
- (iii) be entitled to report back to any Investor, Affiliate of an Investor, any proposed investor in a Group member, the auditors to any Group member and any lender or proposed lender to a Group member and any of their respective professional advisers on the affairs of any Group member and to disclose such information to such persons as he considers appropriate;
- (iv) for the purposes of facilitating an Exit Event, be entitled to disclose any information relating to the affairs of any Group member to a proposed purchaser, underwriter, sponsor or broker provided that the Interested Director procures that the recipient of such information is made aware that any such information is confidential and should be treated as confidential; and
- (v) not be required to disclose to the directors or any other officer or employee of the Company any Confidential Information where such Confidential Information is obtained by him as a result of an Investor Director Interest and otherwise than as a director or use or apply any such Confidential Information in performing his duties as a director where to do so would amount to a breach of that confidence.

6.4 Shareholder approval of Situational Conflicts

- (a) Notwithstanding the provisions of article 6.1, the holders of: (i) a Founder Majority; and (ii) an Investor Majority may collectively, at any time by notice in writing to the Company and on such terms as they think fit, authorise:
 - (i) a Situational Conflict which has been notified to the Board by any director under article 6.1;
 - (ii) any Situational Conflict which has been notified to the Board by the Chairman under article 6.1 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group member (a "**Chairman's Interest**"); or
 - (iii) any Group Member Interest or Investor Director Interest which has been disclosed to the Board under article 6.2,

whether or not the matter has already been considered under, or is deemed to fall within, article 6.2.
- (b) No agreement, contract or arrangement entered into shall be liable to be avoided by virtue of:
 - (i) any director having an interest of the type referred to in article 6.1 where the relevant Situational Conflict has been approved pursuant to that article or which is authorised pursuant to article 6.4(a);

- (ii) the Chairman having a Chairman's Interest which has been approved by the Board under article 6.1 or which is authorised pursuant to article 6.4(a);
- (iii) any director having a Group Member Interest which falls within article 6.2 or which is authorised pursuant to article 6.4(a); or
- (iv) any Investor Director having an Investor Director Interest which falls within article 6.3 or which is authorised pursuant to article 6.4(a).

7. DIRECTORS' WRITTEN RESOLUTIONS

7.1 Adoption of directors' written resolutions

In article 18(1) of the Model Articles, the words "directors who would have been entitled to vote on the resolution at a directors' meeting" shall be deleted and replaced with the words "Eligible Directors".

8. RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by the directors at a meeting or by way of written resolution.

9. APPOINTMENT AND REMOVAL OF DIRECTORS

9.1 Number of Directors

Unless and until the Company shall otherwise determine by ordinary resolution (with consent of the Investor Majority), the number of Directors shall be not less than two (2) and no more than nine (9).

9.2 Methods of appointing directors

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a notice of his appointment given by the relevant person(s) in accordance with article 9.3 or 9.4.

9.3 Founder Directors

- (a) Without prejudice to article 9.1, so long as a Founder is not a Leaver, the Founders shall each have a right to appoint and maintain (and to remove any director so appointed and to appoint another director in their place) one (1) Director to the Board (each a "**Founder Director**"), one of whom shall be appointed (at the collective direction of the Founders) as chairman of the Board (the "**Chairman**"). The first such Chairman will be George Goldsmith. In the event that the number of votes for and against a proposal to be determined by the Board are equal, the Chairman shall not have a casting

vote. The Investor Majority shall be entitled to object to the identity of a Founder Director by notice in writing to the Founders provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and the Founders shall be entitled to appoint a replacement Founder Director in accordance with article 9.4(f) below.

- (b) Notwithstanding article 9.3(a), and without prejudice to article 9.1, each Founder shall be entitled to appoint an alternate individual to act as a Founder Director.

9.4 Investor Directors

- (a) Without prejudice to article 9.1, the Seed Investors, for as long as they collectively directly hold an interest in the issued share capital of the Company, shall be entitled (by decision of a Seed Investor Majority from time to time) to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (a "**Seed Investor Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of a Seed Investor Director by notice in writing to the Seed Investor Majority provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and a Seed Investor Majority shall be entitled to appoint a replacement Seed Investor Director in accordance with article 9.4(f) below.
- (b) Without prejudice to article 9.1, in addition to (and not in substitution for) the right of the Seed Investors to appoint a Seed Investor Director, ATAI, for as long as it directly holds an interest in the issued share capital of the Company, shall be entitled to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (an "**ATAI Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of an ATAI Director by notice in writing to ATAI provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and ATAI shall be entitled to appoint a replacement ATAI Director in accordance with article 9.4(f) below.
- (c) Without prejudice to article 9.1, the B Investors, for so long as they collectively directly hold an interest in the issued share capital of the Company, shall be entitled (by decision of a B Investor Director Majority from time to time) to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (a "**B Investor Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of the B Investor Director by notice in writing to the B Investor Majority provided that they have a Material Reason to do so, in which case such person will not be appointed to the Board and the B Investor Director Majority shall be entitled to appoint a replacement B Investor Director in accordance in article 9.4(f) below. Notwithstanding the foregoing, all parties hereto expressly acknowledge and agree that: (i) MSRD shall have a consultation right regarding the identity and election of the B Investor Director, and (ii) such B Investor Director shall not be an active director, officer, or employee, whether on a fulltime employee basis or independent contractor basis, of a publicly listed pharmaceutical or publicly listed biopharmaceutical company, organization, or entity, or their respective Affiliates (as "Affiliates" is

defined for all parties hereto except MSRD) that develops or markets products within the central nervous system or neurological therapeutic areas.

- (d) Without prejudice to article 9.1, in addition to (and not in substitution for) the right of the B Investors to appoint a B Investor Director, MSRD, for so long as it directly holds an interest in the issued share capital of the Company, shall be entitled to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (the “**MSRD Director**”). The Founders (acting jointly or not at all) shall be entitled to object to the identity of an MSRD Director by notice in writing to MSRD provided they have a Material Reason to do so, in which case such person shall not be appointed to the Board and MSRD shall be entitled to appoint a replacement MSRD Director in accordance with article 9.4(f) below.
- (e) For the purpose of articles 9.3, 9.4(a), 9.4(b), 9.4(c) and 9.4(d), a “**Material Reason**” means: (A) the identity of the proposed Director being likely to prevent the Group from obtaining any regulatory approvals; or (B) the proposed Director is engaged by or interested in any Competitor.
- (f) A notice appointing or removing a director under articles 9.3, 9.4(a), 9.4(b), 9.4(c) and 9.4(d) may consist of several documents in similar form each signed by, or on behalf of, any of the appointing persons or Shareholders and delivered by post or by hand to the registered office of the Company or by email. The appointment or removal takes effect immediately on deposit of the notice in accordance with this article 9.4(f) or such later date (if any) specified in the notice.

9.5 Independent Director

The Board shall at any time have up to three independent Directors appointed (each an “**Independent Director**”). The Founders shall jointly be entitled to nominate candidates for the appointment to, and removal from, the position of Independent Director to the Board and such appointment or removal of any person so nominated shall require the consent of at least four of the six following Directors (each to the extent appointed from time to time): each Founder Director, the Seed Investor Director, the ATAI Director, the B Investor Director and the MSRD Director (such consent being a “**Non-Independent Director Consent**”). A Founder shall be required to nominate an Independent Director for removal upon the request of three (3)

Investor Directors, following which a Non-Independent Director Consent shall be required to effect such removal.

9.6 Entitlement to notices and remuneration

Each director appointed pursuant to article 9.3(a) is entitled to all notices and voting rights and in all other respects must be treated as the other directors of the Company, save that the remuneration of such director is such fee or amount as is agreed between the persons appointing him and the Board.

9.7 Appointment of directors as directors of subsidiaries

The boards of the subsidiaries of the Company shall be governed by the articles of association of the relevant subsidiary, as approved by the Board from time to time. Any director of any or all of the subsidiaries of the Company may be removed (with or without cause) from time to time and at any time by or upon the direction of the Shareholder(s) which proposed such director for appointment and any resulting vacancy on the board of the subsidiary of the Company may be filled at the election of the relevant Shareholder(s), subject always to article 9.3(a).

9.8 Termination of director's appointment

(a) A person ceases to be a director as soon as:

- (i) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (ii) a bankruptcy order is made against that person or such person has an interim receiving order made against him;
- (iii) a composition is made with that person's creditors generally in satisfaction of that person's debts or such person applies to the Court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (iv) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three (3) months;
- (v) notification is received by the Company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms;
- (vi) he is removed from office under the provisions of articles 9.3 to 9.5;
- (vii) that person is convicted of a criminal offence (other than a minor motoring offence) and the directors resolve that his office be vacated; or
- (viii) in the case of any Investor Director appointed pursuant to article 9.4, if the appointing person(s) no longer has the right to appoint an Investor Director and the other directors resolve that his office be vacated.

- (b) A resolution of the directors that a director has vacated office under the terms of this article 9.8 shall be conclusive as to the fact and grounds of vacation stated in the resolution.
- (c) Notwithstanding any provision of these Articles, no person shall be permitted to be appointed to the Board, or retain his position as on the Board if already appointed, if such person has:
 - (i) been convicted of fraud or gross misconduct by a body or a court of competent authority;
 - (ii) been convicted of a criminal offence (except any road traffic offence not punished by a custodial sentence);
 - (iii) been disqualified from being a company director;
 - (iv) given, or offered to give, a disqualification undertaking under section 1A of the Company Directors Disqualification Act 1986;
 - (v) in the case of a Founder, it is finally judicially determined that such Founder has breached his/her restrictive covenants as set out in the Shareholders' Agreement or in their respective Employment Agreements; or
 - (vi) in the case of a Director other than an Investor Director or a Founder Director, if a majority of his co-Directors (including the consent of an Investor Majority) serve notice on him in writing, removing him from office.

9.9 Ceasing to be a director means automatically ceasing to be a committee member

If a director shall cease to be a director for any reason, he shall automatically cease to have any position on any committee set up by the directors.

10. DIRECTORS' REMUNERATION AND EXPENSES

10.1 Remuneration

- (a) Article 23(1) of the Model Articles shall be amended by the insertion of the words "and the Company may enter into a service contract with any director on such terms as the directors think fit" at the end of that article.
- (b) Article 23(2) of the Model Articles shall be amended by the insertion of:
 - (i) the words "Subject to articles 9.6 and 11.2(e)" at the beginning of that article;
 - (ii) the word "; and" at the end of article 23(2)(b); and
 - (iii) the words "for any executive office or employment with the Company or any body corporate which is a Group member" as new article 23(2)(c).

10.2 Directors' expenses

Each director (including alternate directors) and the Secretary (if any) of the Company shall be reimbursed by the Company for all reasonable out-of-pocket expenses (including all reasonable travel and accommodation expenses) which the directors properly incur in accordance with: (i) if applicable, the terms of their appointment letter, Employment Agreements or similar with the Company and (ii) the Company's expenses policy, from time to time incurred by the director and the Secretary in connection with their service on the Board or any committee of the Company.

11. ALTERNATE DIRECTORS

11.1 Appointment and removal of alternates

For the purposes of these Articles, an alternate director appointed by an Investor Director shall be deemed to be an Investor Director and an alternate director appointed by a Founder Director shall be deemed to be a Founder Director.

11.2 Rights and responsibilities of alternate directors

- (a) An alternate director may act as alternate director to more than one director and such alternate director has the same rights in relation to any decision at a directors' meeting or directors' written resolution, as the alternate's appointer.
- (b) Article 26(2) of the Model Articles shall be amended by the insertion of the words "and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a member" at the end of that article.
- (c) Article 26(3)(b) of the Model Articles shall be amended by the insertion of the words "his appointer is an Eligible Director in relation to the resolution and" after the word "but only if".
- (d) A director who is also an alternate director is entitled, in the absence of his appointer, to a separate vote on behalf of his appointer, in addition to his own vote on any decision of the directors (provided that his appointer is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- (e) An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointer but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate appointer's remuneration as the appointer may direct by notice in writing made to the Company.

11.3 Termination of alternate directorship

Article 27 of the Model Articles shall be amended by:

- (a) deleting that part (d) of Article 27 and replacing it with the words "when the alternate appointer's appointment as a director terminates"; and
- (b) adding the following as a new part (e): "when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms".

12. SECRETARY

12.1 Directors to determine remuneration and conditions of appointment

The directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

12.2 References to the Secretary in the Articles

If no person is appointed as Secretary, any references in these Articles to the Secretary shall be treated as references to the Chairman or any other director authorised generally or specifically to act as Secretary by the directors.

13. ORGANISATION OF GENERAL MEETINGS

13.1 Contents and notices of general meetings

- (a) Notice of general meetings need not be given to Shareholders who, under the provisions of these Articles or the terms of issue of the Shares they hold, are not entitled to receive such notices from the Company.
- (b) A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- (c) Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Shareholders, has been duly given to a person from whom he derives his title.
- (d) Where the Company has given an Electronic Address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by Electronic Means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

13.2 Shareholders can call a general meeting if not enough directors

Article 28 of the Model Articles shall be amended by deleting the words "two or more members" and replacing them with the words "any Equity Shareholder".

13.3 Attendance and speaking at general meetings

Article 29(1) of the Model Articles shall be amended by the insertion of the word "orally" after "communicate".

13.4 Quorum for general meetings

Article 30 of the Model Articles shall be amended by:

- (a) renumbering existing article 30 as article 30(a); and
- (b) inserting words "The Founder Majority and B Investor Majority present in person, by proxy or, being a corporation, by a duly authorised representative, shall constitute a quorum" as new article 30(b).

13.5 Chairing general meetings

- (a) The Chairman if present and willing to do so or, in the absence of such Chairman, some other director nominated in accordance with article 13.5(b), shall chair general meetings.
- (b) If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start or the directors have not appointed a Chairman, a Founder Director will act as chairman of the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.
- (c) The person chairing a meeting in accordance with this article 13.5 is referred to as the "chairman of the meeting".

13.6 Adjournment

Article 33(2) of the Model Articles shall be amended by the insertion of:

- (a) the word "; or" at the end of article 33(2)(b); and
- (b) the words "it appears to the chairman of the meeting that it is unreasonable or impracticable for any reason to hold a general meeting at the time or place specified in the notice of that meeting" as new article 33(2)(c).

14. VOTING AT GENERAL MEETINGS

14.1 Voting: general

The voting entitlements of Shareholders are subject to any rights or restrictions attached to Shares held by them, whether or not such rights or restrictions are set out in these Articles.

14.2 Demanding a poll

- (a) A poll may be demanded by:
 - (i) the chairman of the meeting; or

- (ii) the directors; or
- (iii) two or more persons having the right to vote on the resolution; or
- (iv) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution; or
- (v) a person or persons holding Shares in the Company conferring a right to vote on the resolution, being Equity Shares on which an aggregate sum has been paid up equal to not less than 10 per cent. of the total sum paid up on all the Shares conferring that right.

A demand for a poll by a proxy counts, for the purposes of article 14.2(a)(iii), as a demand by a Shareholder, for the purposes of article 14.2(a)(iv), as a demand by a Shareholder representing the voting rights that the proxy is authorised to exercise, and for the purposes of article 14.2(a)(v), as a demand by a Shareholder holding the Shares to which those rights are attached.

- (b) Article 36(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made." as a new paragraph at the end of that article.
- (c) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

14.3 Content of proxy notices

Article 38(1) of the Model Articles shall be amended by the insertion of the words "and a proxy which is not so delivered in such manner shall be invalid, unless the directors in their discretion accept the notice at any time before the meeting." at the end of that article.

14.4 Delivery of proxy notices

- (a) In accordance with the Act, and these Articles, the directors may allow an appointment of proxy to be sent or supplied in Electronic Form, subject to any conditions or limitations which the directors may specify, and where the Company has given an Electronic Address in any instrument of proxy or invitation to appoint a proxy, any document or instrument relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, or notice of the termination of the authority of a proxy) may be sent by Electronic Means to such Electronic Address, subject to any conditions or limitations specified in the relevant notice of meeting.
- (b) The proxy notice must:
 - (i) in the case of a proxy notice which is in hard copy form, be received at the Company's registered office (or at such other place or by such

person as may be specified or agreed by the directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the directors may agree) together with (if required by the directors) any authority under which it is made or a copy of such authority, certified notarially or in some other manner approved by the directors; or

- (ii) in the case of a proxy notice made by Electronic Means, be received at the address specified by the Company for the receipt of proxy notices by Electronic Means not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the directors may agree). Any authority pursuant to which a proxy notice made by Electronic Means is made or a copy of such authority, certified notarially or in some other manner approved by the directors, must, if required by the directors, be received at the Company's registered office (or at such other place or by such person as may be specified or agreed by the directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the directors may agree).
- (c) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by, or on behalf of, that person.
- (d) An appointment under a proxy notice may be revoked by delivering to the Company, in the same manner as the proxy notice which is being revoked, was delivered under article 14.4(b) or in such manner as the directors may agree, a notice in writing given by, or on behalf of, the person by whom or on whose behalf the proxy notice was given.
- (e) A notice revoking a proxy appointment only takes effect if it is delivered not less than 48 hours before the start of the meeting or adjourned meeting to which it relates; or (if agreed by the directors) such later time up to and including at the meeting or adjourned meeting itself.
- (f) A vote given or poll demanded by a proxy or by the duly authorised representative of a corporate Shareholder shall be valid notwithstanding the previous revocation of the authority of the person voting or demanding a poll unless:
 - (i) in the case of a proxy appointment, notice of the revocation was delivered in accordance with articles 14.4(d) and 14.4(e); or
 - (ii) in the case of the authority of an authorised representative of a corporate Shareholder, notice of a revocation was delivered as if it

were notice of the revocation of a proxy appointment in accordance with articles 14.4(d) and 14.4(e).

- (g) If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

15. SOLE SHAREHOLDER

If and for so long as the Company has only one Shareholder:

- (a) in relation to a general meeting, the sole Shareholder or a proxy for that Shareholder or (if the Shareholder is a corporation) a duly authorised representative of that Shareholder is a quorum;
- (b) a proxy for the sole Shareholder may vote on a show of hands; and
- (c) all other provisions of these Articles shall apply with any necessary modification (unless the provision expressly provides otherwise).

16. SHARES

16.1 Rights of Shares

Subject to article 17, the rights and restrictions attaching to the Shares are as set out below.

(a) Income

Any profits which the Board may lawfully determine to distribute must be distributed amongst the holders of the Shares pro rata to the nominal value of each Share held by them.

(b) Capital

On a winding-up of the Company or any other return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of such winding-up or return of capital must, after payment of the Liquidation Preference, be distributed amongst the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

(c) Voting

(i) Each holder of a Share:

- (1) is entitled to receive notice of, and to attend and vote at, general meetings of the Company, and all Investors Shares shall carry such votes as they would have carried if, immediately prior to the relevant vote, they had converted into Ordinary Shares in accordance with article 16.3; and

- (2) who is an individual (present in person or by proxy) or a corporate entity (present by a duly authorised representative or by proxy) or, if not present as aforesaid, whose Beneficiary is present in person, by an authorised representative or proxy, has:

(i) on a show of hands, one vote; or

(ii) on a poll, one vote for each Share of which that person is the holder, save that all Investors Shares shall carry such votes as they would have carried if, immediately prior to the relevant vote, they had converted into Ordinary Shares in accordance with article 16.3.

- (ii) Notwithstanding any provision of these Articles, the Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company.

16.2 Rights of Investor Shares

The Investor Shares shall be entitled to the rights and privileges as set forth in these Articles including but not limited to the right to receive a Liquidation Preference as set forth in article 17.

16.3 Conversion

- (a) Each holder of Investor Shares may at any time convert all, or any part of, its holding of Investor Shares into a number of Ordinary Shares on a 1:1 basis, being adjusted in case of any consolidation or subdivision of Shares.
- (b) Such right of conversion may be effected by notice (a "**Conversion Notice**") in writing given to the Company signed by the holder of the relevant Investor Shares.
- (c) Subject article 16.3(e) below, conversion of Investor Shares that are the subject of a Conversion Notice shall take effect upon receipt by the Company of such notice (or, if later, upon satisfaction of any further conditions so specified in such Conversion Notice) and no further director or Shareholder act or authorisation shall be required to effect such conversion.
- (d) The conversion set forth in this article 16.3 shall be executed in such manner as required to comply with applicable laws.
- (e) Without prejudice to the rights set out articles 16.3(a) to 16.3(d) above, upon an Insolvency Event or Exit Event Notice in accordance with article 17.3 and/or upon any holder of Investor Shares becoming aware of any potential Insolvency Event or Exit Event, each holder of Investor Shares shall be entitled to issue a Conversion Notice which is stated as being conditional upon an Insolvency Event or Exit Event occurring, in which case:
- (i) such conversion shall be deemed to occur immediately prior to the Insolvency Event or the Exit Event; and

- (ii) if the Insolvency Event or Exit Event does not occur within the time period stated in the Conversion Notice, such Conversion Notice shall be deemed revoked and the provisions of this article 16.3 shall apply again in relation to the rights of the holders of Investor Shares to serve another Conversion Notice in relation to such Investor Shares.
- (f) All of the Investor Shares shall automatically convert into a number of Ordinary Shares on a 1:1 basis, being adjusted in case of any consolidation or sub-division of Shares immediately on the occurrence of (i) an Approved Listing; or (ii) the written consent of the holders of at least three-quarters (75 per cent.) of the B Preference Shares.
- (g) Where conversion is mandatory on the occurrence of an Approved Listing, that conversion will be effective only immediately prior to and conditional upon such Approved Listing taking place. If the Approved Listing does not become effective or does not take place, such conversion shall be deemed not to have occurred.
- (h) If any holder of Investor Shares becomes entitled to fractions of an Ordinary Share as a result of conversion in accordance with this article 16.3 ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Board may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company, or failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purposes of the sale.

16.4 Variation of class rights

- (a) Any special rights attaching to a class of Shares may be varied or abrogated by the consent in writing of the holders of more than 50 per cent. of the issued Shares of that class or by an ordinary resolution passed at a separate meeting of holders of the Shares of that class subject in each case to a 75 per cent. majority being required in the circumstances set out in the Act but not otherwise.
- (b) Notwithstanding article 16.4(a) above, the special rights attaching to the B Preference Shares may not be varied or abrogated unless consent in writing of more than 75 per cent of the holders of B Preference Shares is granted.
- (c) The rights conferred upon the holders of Shares of any class will not, unless otherwise expressly provided by the terms of the Shares of that class, be deemed varied by the creation or issue of further Shares ranking in priority to or *pari passu* to them.

16.5 Anti-Dilution Protection

- (a) If New Securities or any shares or securities issued on a Listing ("**Relevant New Securities**") are issued by the Company at a price per Relevant New

Security which equates to less than the Starting Price (a “**Qualifying Issue**”) (which in the event that the Relevant New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the Relevant New Securities) then the Company shall, unless and to the extent the B Investor Majority shall have specifically waived the rights of all of the holders of corresponding holders of B Preference Shares, issue to each B Investor (the “**Exercising Investor**”) a number of Ordinary Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole Share), subject to adjustment as certified in accordance with article 16.5(c) (the “**Anti-Dilution Shares**”):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

- N = number of Anti-Dilution Shares to be issued to the Exercising Investor
- WA = $\frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$
- SIP = the Starting Price
- ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue
- QISP = the lowest per share price of the Relevant New Securities issued pursuant to the Qualifying Issue (which in the event that that Relevant New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the Relevant New Security)
- NS = the number of Relevant New Securities issued pursuant to the Qualifying Issue
- Z = the number of B Preference Shares held by the Exercising Investor prior to the Qualifying Issue.

(b) The Anti-Dilution Shares shall:

- (i) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the exercising investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in article 16.5(a) so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the

Company and any Exercising Investor as to the effect of article 16.5(a) or this article 16.5(b), the matter shall be referred (at the cost of the Company) to the Auditors (acting as experts and not arbitrators) for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and

- (ii) subject to the payment of any cash payable pursuant to article 16.5(b)(i) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Ordinary Shares, within five (5) Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to article 16.5(b)(i).
- (c) In the event of any Bonus Issue the Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the B Investor Majority within ten (10) Business Days after any Bonus Issue. If the Company and the B Investor Majority cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

17. LIQUIDATION PREFERENCE

17.1 In this article 17, "**Insolvency Event**" means the occurrence of any of the following events:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- (b) ceasing, or proposing to cease, to carry on the Company's business or permit the Company or its directors (or any one of them) to take any step to wind up the Company;
- (c) a composition, compromise, assignment or arrangement with any creditor of the Company; or
- (d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its assets or undertaking.

17.2 Article 17.1 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed before it is advertised and in any event within fourteen (14) Days of commencement.

17.3 Without prejudice to any other provision of these Articles, the Founders shall use all reasonable endeavours to procure that the Investors are sent notice (at their last notified address to the Company in accordance with the Shareholders' Agreement) of any potential Insolvency Event or Exit Event (specifying the proposed timeline for such Insolvency Event or Exit Event) not later than fifteen (15) Business Days prior to

the occurrence of the same (an "**Insolvency or Exit Event Notice**"). Prior to, or on the occurrence of, an Insolvency Event or Exit Event in respect of the Company, the holders of the Investor Shares may choose to either:

- (a) convert their Investor Shares into Ordinary Shares in accordance with article 16.3; or
- (b) to continue to hold their Investor Shares.

In relation to an Exit Event, where an Insolvency or Exit Event Notice is not given within the time stipulated above, the Exit Event shall not be implemented unless and until each Investor has been given 15 Business Days' notice of the Exit Event or has waived their entitlement to receive such notice or has elected either (a) or (b) above.

17.4 On a distribution of assets on an Insolvency Event or an Exit Event or a return of capital (other than a conversion, redemption or buyback of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) (the "**Liquidation Preference**"):

- (a) first in paying to each of the holders of B Preference Shares, in priority to any other classes of Shares, an amount per share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the holders of B Preference Shares pro rata to the amounts paid up on the B Preference Shares);
- (b) second, in priority to any other classes of shares, (other than the B Preference Shares) in paying to each of the holders of A Preference Shares an amount per share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the holders of A Preference Shares pro rata to the amounts paid up on the A Preference Shares);
- (c) third, in priority to any other classes of shares, (other than the B Preference Shares and the A Preference Shares) in paying to each of the holders of Preference Shares an amount per share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the holders of Preference Shares pro rata to the amounts paid up on the Preference Shares);
- (d) fourth in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
- (e) the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held.

17.5 In the event of an Insolvency Event or Exit Event, if any portion of the consideration payable to the Shareholders is placed into escrow and/or is payable to the

Shareholders of this Company subject to contingencies, the definitive agreement with respect to such deemed Insolvency Event or Exit Event shall provide that the portion of such consideration that is placed in escrow and/or subject to any contingencies (the **"Contingent Consideration"**) shall be allocated among the holders of share capital of this Company in accordance with article 17.4 as if all of the consideration ultimately payable in the transaction, including the Contingent Consideration, is paid without restrictions at the time of closing the deemed Insolvency Event or Exit Event (so that the Contingent Consideration shall be allocated among the holders of Shares based on the amount of such consideration otherwise payable to each shareholder pursuant to this).

- 17.6 Notwithstanding article 17.5, for purposes of determining the amount each holder of Investor Shares is entitled to receive with respect to an Insolvency Event or Exit Event, each such holder of shares of a class of Investor Shares shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such class into Ordinary Shares immediately prior to the Insolvency Event or Exit Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such class of Investor Shares into Ordinary Shares. If any such holder shall be deemed to have converted shares of Investor Shares into Ordinary Shares pursuant to this paragraph, then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Investor Shares that have not converted (or have not been deemed to have converted) into Ordinary Shares.
- 17.7 In the event that no Investor holds Investor Shares on an Insolvency Event or an Exit Event, any Proceeds shall be divided proportionally between the holders of Ordinary Shares.

18. ALLOTMENT OF SHARES

- (a) Save to the extent authorised by these Articles or authorised from time to time by the Board (with consent of the Founder Majority), the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.
- (b) Subject to the provisions of the Act and these Articles, all unissued Shares for the time being in the capital of the Company shall be at the disposal of the Board who may allot, grant options over or otherwise deal with or dispose of all such Shares to such persons, at such times and on such terms as the Board thinks proper, provided that no Share shall be issued at a discount.
- (c) The discretion of the Board contained in this article 18 as to the allotment and disposal of, and the granting of any option over, the Company's Shares shall, in any event, be subject to the provisions of any investment agreement and any directions contained in any resolution creating such Shares.

19. PRE-EMPTION RIGHTS ON ISSUE

- 19.1 Unless otherwise agreed by special resolution, no member of the Group shall allot or issue (or agree to allot or issue) (a **"New Issue"**) any Relevant Securities (other than by way of Permitted Issue) (**"New Securities"**) unless the Company has first offered

to each Equity Shareholder the right to subscribe on the same terms (including, without limitation, as to price) as are proposed to be offered pursuant to such New Issue in accordance with the provisions of this article 19.

- 19.2 An offer made by the Company pursuant to the provisions of this article 19 shall be in writing and shall include details of:
- (a) the terms of the New Issue (the "**Terms of Issue**");
 - (b) the period during which the offer may be accepted (which shall be not less than fifteen (15) Business Days, and not more than thirty (30) Business Days, as from the date of the offer) (the "**Offer Period**");
 - (c) the maximum number of New Securities as may be comprised in the New Issue (the "**Total Number**"); and
 - (d) the number of such New Securities as may be initially allocated to each person to which the offer is so made (an "**Initial Entitlement**") on a pro rata basis by reference to the number of Shares held by that Equity Shareholder as a proportion of the total number of Shares held by all Equity Shareholders.
- 19.3 An Equity Shareholder may accept an offer so made to it pursuant to this article 19 by written notice to the Company, which notice shall state the maximum number of New Securities it desires to so subscribe (which may not exceed the Initial Entitlement).
- 19.4 At the end of the Offer Period (or, earlier, upon all holders of Equity Shares having accepted (or waived their rights under) such offer) the Company shall determine the final allocation of New Securities to each Equity Shareholder (a "**Final Entitlement**") as follows:
- (a) each Equity Shareholder shall be allocated a number of New Securities in respect of which it has accepted the offer up to its Initial Entitlement;
 - (b) any allocation of any fraction of any New Security may, at the option of the Board, be disregarded; and
 - (c) in no event shall the Final Entitlement of an Equity Shareholder exceed the maximum number of New Securities which such person desires to subscribe as stated in its acceptance of the offer or the Initial Entitlement,
- and thereafter the Company shall give written notice to each Equity Shareholder confirming its Final Entitlement whereupon such person shall be bound to subscribe such New Securities pursuant to the Terms of Issue.
- 19.5 To the extent the Total Number of the New Securities exceeds the aggregate of the Final Entitlements of all Equity Shareholders, then the Company shall be free to allot and/or issue (and/or agree to allot and/or issue) such excess New Securities on the Terms of Issue to such persons as the Board shall determine (provided that such allotment and/or issue is made, or an agreement to so allot and/or issue is entered into, during the period of seventy five (75) days following the date on which the Final Entitlements are notified to each Shareholder by the Company pursuant to article 20.5).

- 19.6 The provisions of articles 19.1 to 19.5 shall not apply to any shares issued pursuant to a Holding Company Reorganisation or any shares or securities issued on a Listing.

20. SHARE TRANSFERS

20.1 Restrictions on Transfer

- (a) Subject to article 20.1(b) but notwithstanding any other provision of these Articles, neither George Goldsmith nor any B Investor may transfer all or any of their Equity Shares (or any interest derived therefrom, including any rights to any dividend on such Shares) (the "**Locked Shares**"), for a period starting on 17 April 2020 and ending on 18 April 2021 (the "**Lock-in Period**").
- (b) During the Lock-in Period, no transfer of any Locked Shares or any interest in Locked Shares may be made except pursuant to this Agreement. In particular, neither GG nor the B Investors may:
 - (i) transfer any Locked Shares;
 - (ii) transfer any interests in Locked Shares; or
 - (iii) create any Encumbrance over any Locked Shares, other than:
 - (i) to a Permitted Transferee;
 - (ii) with the written consent of all of the other Shareholders;
 - (iii) to any other Shareholder;
 - (iv) on or any time after an Approved Listing; and
 - (v) in accordance with the provisions of article 21 (the "**Tag Along Right**") or to effect a sale of the entire issued share capital of the Company pursuant to article 22.
- (c) Notwithstanding anything to the contrary in these Articles, no transfer or pledge of any Shares or any interest in Shares may be made Competitor (except with the consent of the Board).
- (d) In case any Permitted Transferee of a Shareholder ceases to be either a Permitted Transferee or in the case of shares held by MSRD, an Affiliate of MSRD at any time, any Shares held by such person must be promptly returned to the relevant Shareholder within ten (10) Business Days of such cessation. In case of any failure to do so, the provisions of article 22.1 (Change of Control) shall apply mutatis mutandis in relation to the obligation of such Permitted Transferee to transfer such Shares to the Company or as directed by the Company, save that for such purpose the Company shall act upon direction of the Investor Majority.

20.2 Other Share Transfer

The provisions of articles 20.1(d) to 20.6 shall apply in respect of a proposed transfer of Equity Shares (a "**Proposed Sale**") by any Shareholder, who wishes to transfer any Equity Share(s) (other than an Approved Transfer, to a Permitted Transferee or any Share(s) repurchased by the Company in accordance with article 25) (the "**Seller**").

20.3 Transfer Notices

- (a) The Seller shall first give a transfer notice to the Company (a "**Transfer Notice**").
- (b) A Transfer Notice shall constitute the Company the Seller's agent for the sale of the Equity Shares specified therein (the "**Sale Shares**").
- (c) A Transfer Notice shall specify:
 - (i) the number and class of Sale Shares;
 - (ii) a cash price per Share at which the Sale Shares are offered for sale (the "**Sale Price**"); and
 - (iii) the name of the person(s) (the "**Proposed Buyer(s)**") (if any) to whom the Seller wishes to sell the Sale Shares (if any).
- (d) A Transfer Notice may not be conditional.
- (e) A Transfer Notice shall be irrevocable except with the consent of the Board (with approval of an Investor Majority) and a Seller may not transfer any Sale Shares which are the subject of a Transfer Notice other than as permitted by this article 20.

20.4 Offer of Sale Shares

- (a) The Company shall promptly, following service of a Transfer Notice, send to each Equity Shareholder (other than the Seller and any other person(s) then offering Shares pursuant to any further Transfer Notice(s) (or any associate or Affiliate of any of the foregoing)) (together the "**Eligible Shareholders**") written notice offering the Sale Shares for sale and providing details of:
 - (i) the matters specified in the Transfer Notice;
 - (ii) the period during which the offer of Sale Shares may be accepted (which shall be a period of fifteen (15) Business Days as from the date of the notice so given by the Company) (the "**Sale Period**"); and
 - (iii) the number of Sale Shares as may be initially allocated for purchase by such Eligible Shareholder (an "**Initial Allocation**") on a pro rata basis by reference to the number of Shares held by that Eligible Shareholder as a proportion of the total number of Shares held by all Eligible Shareholders.
- (b) During the Sale Period an Eligible Shareholder may, by written notice to the Company, accept the offer so made to it, in which event its acceptance notice shall state the maximum number of Sale Shares the Eligible Shareholder desires to so purchase (which may not exceed the total number of Sale Shares). The number of Sale Shares an Eligible Shareholder so desires to purchase in excess of its Initial Allocation are referred to as "**Excess Shares**".

- (c) Within five (5) Business Days after the end the Sale Period (or, if earlier, upon all Eligible Shareholders having accepted (or waived their rights under) such offer) the Company shall determine the final allocation of Sale Shares to each Eligible Shareholder (a "**Final Allocation**") as follows:
- (i) each Eligible Shareholder shall be allocated a number of Sale Shares in respect of which it has accepted the offer up to its Initial Allocation;
 - (ii) to the extent an Eligible Shareholder has not accepted the offer in respect of the whole of its Initial Allocation, then the unallocated balance of its Initial Allocation shall be re-allocated as between such other Eligible Shareholders who desire to purchase Excess Shares. Such unallocated Sale Shares shall be allocated between such other Eligible Shareholders on a pro rata basis by reference to the number of Shares held by each such Eligible Shareholder (subject always to (iv) below). Unallocated Sale Shares shall continue to be allocated amongst Eligible Shareholders mutatis mutandis in accordance with the foregoing provisions of this article 20.4(c) until all Sale Shares are so allocated (or, if earlier, until no Eligible Shareholder desires to purchase any further Sale Shares (as stated in its acceptance of the offer));
 - (iii) any allocation of any fraction of any Sale Share may, at the option of the Board, be disregarded or allocated by lot as between Eligible Shareholders desiring to purchase such Sale Share; and
 - (iv) in no event shall the Final Allocation of an Eligible Shareholder exceed the maximum number of Sale Shares which such person desires to purchase as stated in its acceptance of the offer.

20.5 Sale to Eligible Purchasers

- (a) Promptly following the determination of the Final Allocations, the Company shall give written notice (an "**Allocations Notice**") to each Eligible Shareholder and the Seller setting out details of the Final Allocations.
- (b) Save where all Final Allocations are nil, the Allocations Notice shall specify a date (the "**Sale Date**") (being no sooner than ten (10) Business Days, and no later than fifteen (15) Business Days, from the date of such notice) on which it is proposed that the sale and purchase of Sale Shares in accordance with the Allocations Notice shall occur.
- (c) On the Sale Date, each Eligible Shareholder shall purchase, and the Seller shall sell with full title guarantee free from all encumbrances and third party interests, the Sale Shares the subject of such Eligible Shareholder's Final Allocation at the Sale Price per Sale Share and:
 - (i) the Seller shall deliver a duly executed instrument of transfer in respect of such Sale Shares to the Eligible Shareholder (or to the Company to be received on trust for such Eligible Shareholder) together with the share certificate in respect thereof (or an indemnity in a form approved by the Board in respect of any lost or destroyed certificate); and

- (ii) such Eligible Shareholder shall pay to the Seller (or to the Company to be received on trust for the Seller) the aggregate price payable at the Sale Price in respect of the Sale Shares to be so purchased by the Eligible Shareholder.
- (d) If the Seller defaults in complying with its obligations under articles 20.3, 20.4 and 20.5, then any director shall be entitled to execute, or to authorise and instruct such person as he thinks fit to execute, the necessary instruments of transfer, and (where applicable) indemnity, on behalf of the Seller and deliver the same to the relevant Eligible Shareholder(s) entitled thereto, subject to such Eligible Shareholder(s) having complied with their obligations under article 20.3.

20.6 Sale to Proposed Buyer(s)

- (a) Conditional upon the Seller's compliance with articles 20.1(d) to 20.5, to the extent that any Sale Shares are not the subject of the Final Allocations (the "**Unallocated Shares**"), the Seller shall be entitled during the period of seventy five (75) Business Days subsequent to the date of the Allocations Notice to transfer the entire legal and beneficial interest in any of those Unallocated Shares to the Proposed Buyer(s) named in the Transfer Notice (or an Affiliate thereof).
- (b) Any transfer of Unallocated Shares pursuant to article 20.6(a) must be made at a price per Share not less than the Sale Price.

20.7 Approved Transfers

- (a) Any Approved Transfer will be deemed automatically approved by all Shareholders under these Articles and will not be subject to challenge or objection by any Shareholder.
- (b) Any Approved Transfer will not be subject to article 19 or 20.1 and no Transfer Notice will be needed to transfer such shares.
- (c) Each Shareholder shall use all reasonable endeavours to provide such necessary approvals and perform such acts as may be required for the purpose of approving and effecting any Approved Transfer under these Articles.

21. TAG-ALONG RIGHT

21.1 Subject to article 20.1 above, no transfer of any Shares may be made by:

- (a) a Founder, other than an Approved Transfer; or
- (b) any Shareholder or Shareholders if it is in respect of more than 50 per cent. of the Fully Diluted Share Capital of the Company (in one or a series of transactions),

(the "**Selling Shareholder(s)**") (a "**Proposed Tag-Along Transfer**") unless the proposed third party purchaser of the Selling Shareholder(s)' Shares (the "**Acquiror**")

has (i) given to all of the other Shareholders ("**Tagged Shareholder(s)**") not less than fifteen (15) Business Days' notice in advance of the proposed sale (a "**Tag-Along Notice**") and (ii) made a bona fide offer to purchase all of the Equity Shares held by the Tagged Shareholders, subject to article 21.6, on the same terms and conditions (including as to price per share, time of payment, form of consideration as to be paid and given to and by the Selling Shareholder(s)).

21.2 The Tag-Along Notice shall specify:

- (a) the identity of the proposed Acquiror;
- (b) the price per share which the Acquiror is proposing to pay for each Share;
- (c) subject to article 21.6, the manner in which the consideration is to be paid;
- (d) the number of Shares which the Selling Shareholder(s) propose to sell; and
- (e) the address where a counter-notice should be sent.

21.3 Each Tagged Shareholder shall be entitled, within fifteen (15) Business Days after receipt of the Tag-Along Notice, to notify the Selling Shareholder(s) that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a notice ("**Acceptance Notice**") to the Selling Shareholder(s) specifying the number of Shares that such Tagged Shareholder wishes to sell. Any Tagged Shareholder who does not send an Acceptance Notice within such fifteen (15) Business Days period shall be deemed to have specified that they wish to sell no Shares.

21.4 Following the expiry of fifteen (15) Business Days from the date the Tagged Shareholders receive the Tag-Along Notice, the Selling Shareholder(s) shall be entitled to sell to the Acquiror on the terms notified to the Tagged Shareholders such number of Shares not exceeding the number specified in the Tag-Along Notice, provided that at the same time the Acquiror purchases from the Tagged Shareholders the number of Shares that they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder(s) from the Acquiror.

21.5 No sale by the Selling Shareholder(s) shall be made pursuant to any Tag-Along Notice:

- (a) more than three (3) months after service of that Tag-Along Notice; and
- (b) unless the Acquiror also completes the acquisition of the relevant Shares of those Tagged Shareholders who have issued an Acceptance Notice simultaneous with the sale and purchase of its Selling Shareholder Shares.

21.6 In respect of any transaction that is subject to a Tag-Along Notice:

- (a) a Tagged Shareholder shall not be obliged to give any representations, warranties or indemnities save for a warranty as to capacity to enter into an agreement to sell and full title guarantee in respect of the Shares transferred;
- (b) any consideration payable must be: (i) paid in cash at closing and/or (ii) satisfied at closing in securities traded on a recognised investment exchange

under terms that the recipient is able to sell such securities at closing for an equivalent cash amount; and

- (c) such transaction shall not, without approval of an Investor Majority, include, in respect of any Tagged Shareholder:
 - (i) any element of deferred or contingent consideration, other than deferred or contingent consideration: (A) which in aggregate comprises not more than ten (10) per cent. of the total consideration payable under such Proposed Tag-Along Transfer to the Tagged Shareholder(s), and (B) in respect of which any deferral or contingency period is not more than one (1) calendar year; and
 - (ii) any non-cash consideration, save as specified in article 21.6(b).

22. DRAG-ALONG

22.1 Subject to article 22.10 below and without prejudice to the rights of the Investors under articles 20 and 21 above, if the Majority Shareholders wish to sell all their interest in Shares ("**Majority Selling Shareholders**") and find a bona fide arm's-length third party purchaser (the "**Purchaser**") and agree terms for the sale to the Purchaser of their Shares (a "**Proposed Drag-Along Sale**") the Majority Selling Shareholders shall have the option (the "**Drag-Along Option**") to compel each other holder of Shares (the "**Dragged Shareholders**") to sell and transfer all of their Shares to the Purchaser or as the Purchaser may direct subject to the same terms and conditions (including, as to price per Share, time of payment and form of consideration) as agreed by the Majority Selling Shareholders. For the avoidance of doubt, any transaction pursuant to this article 22 shall constitute an Exit Event for the purposes of this Agreement.

22.2 The Majority Selling Shareholders may exercise the Drag-Along Option by giving a written notice (the "**Drag-Along Notice**") to the Company and the Company shall, within 10 Business Days of receipt of such notice, send a copy of the same in writing to each Shareholder specifying:

- (a) that the Dragged Shareholders are required to transfer their Shares;
- (b) the identity of the Purchaser;
- (c) the price per Share which the Purchaser is proposing to pay for each Share of each class (which shall reflect the liquidation preference) (the "**Drag Price**");
- (d) subject to article 22.4 below, the manner in which the consideration is to be paid;
- (e) the proposed date of transfer; and
- (f) subject to article 22.4(a) below, the form of sale agreement or form of acceptance or any other document of similar effect which the Dragged Shareholders are required to sign in connection with the sale (the "**Sale Agreement**").

- 22.3 Any Drag-Along Notice shall be irrevocable, save that it shall lapse and have no further effect if the Proposed Drag-Along Sale has not completed and the Shares have not been transferred to the Purchaser within ninety (90) days of the date of the Drag-Along Notice. The Majority Selling Shareholders shall be entitled to serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice.
- 22.4 In respect of any transaction that is subject to a Drag-Along Notice:
- (a) any consideration payable must be: (i) paid in cash at closing and/or in accordance with the provisions of article 22.4(b)(i), below; and/or (ii) satisfied at closing in securities traded on a recognised investment exchange under terms that the recipient is able to sell such securities at closing for an equivalent cash amount; and
 - (b) such transaction shall not, without the approval of an Investor Majority, include, in respect of any Dragged Shareholder:
 - (i) any element of deferred or contingent consideration, other than deferred or contingent consideration which: (A) in aggregate comprises not more than ten (10) per cent of the total consideration payable under such Proposed Drag-Along Sale to the Dragged Shareholder(s); and (B) in respect of which any deferral or contingency period is less than one (1) calendar year; and
 - (ii) any non-cash consideration, save as specified in article 22.4(b)(i).
- 22.5 Within 15 Business Days of the Company sending the Drag-Along Notice to each other Shareholder (or such later date as may be specified in the Drag-Along Notice) in accordance with article 22.2 (the "**Drag Completion Date**"), each Dragged Shareholder shall deliver:
- (a) a duly executed stock transfer form in respect of his/her Shares in favour of the Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity in respect of any lost, damaged or destroyed certificate, in a form acceptable to the Board) to the Company; and
 - (c) subject to article 22.10, a duly executed counterpart of the Sale Agreement, if applicable, in the form specified in the Drag-Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**").
- 22.6 On the Drag Completion Date, the Purchaser shall pay to the Company, the price per Share paid by the Purchaser to the Majority Selling Shareholders in respect of each Share to be transferred by the Dragged Shareholders (or, if higher in respect of each Share, the price per share calculated by applying the liquidation preference). The Company's receipt of the consideration in respect of the Shares shall be a good discharge by the Purchaser and the Company shall hold such sum on trust for each Dragged Shareholder without any obligation to pay interest.

- 22.7 If a Dragged Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be appointed as the agent of each such defaulting Dragged Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Dragged Shareholder's Shares pursuant to this article 22 and the Directors shall, if requested by the Purchaser, authorise any Director to transfer the Dragged Shareholder's Shares on the Dragged Shareholder's behalf to the Purchaser to the extent the Purchaser has, by the Drag Completion Date, paid the consideration to the Company for the Dragged Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Dragged Shareholder shall surrender his share certificate for his Shares (or suitably executed indemnity) to the Company. On surrender, he shall be entitled to the consideration due to him.
- 22.8 Each Dragged Shareholder hereby appoints each and any Director from time to time irrevocably, and by way of security for the performance of that Dragged Shareholder's obligations under this article 22, as its attorney or attorneys to execute any agreement or document required to be executed by that Dragged Shareholder under this article 22 including, without limitation, any transfer of that Dragged Shareholder's Shares, provided always that this power of attorney shall not apply in respect of any of that Dragged Shareholder's Shares where the Purchaser has failed to tender payment for the Dragged Shareholder's Shares or to comply with any of its or their other obligations under this article 22.
- 22.9 On any person, following the issue of a Drag-Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares or pursuant to the conversion of any convertible security of the Company (a **"New Shareholder"**), a Drag-Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag-Along Notice and the New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Purchaser and the provisions of this article 22 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.
- 22.10 Notwithstanding any other provision of this article 22, no Investor shall be compelled to sell their Shares pursuant to a Proposed Drag-Along Sale unless:
- (a) the Drag Price (per Share) is not less than GBP 3,000 (such amount being adjusted in case of any consolidation or subdivision of Shares held by the Investors).
 - (b) any representations and warranties to be made by such Investors in connection with a Proposed Drag-Along Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Investor's Shares (the **"Investor Fundamental Warranties"**);
 - (c) the Investor shall not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Proposed Drag-Along Sale, other than the warrantors specified in any acquisition documents (the **"Warrantors"**);

- (d) the liability of such Investor in the Proposed Drag-Along Sale and for the inaccuracy of any representations and warranties made by the Warrantors in connection with such Proposed Drag-Along Sale, is several and not joint with any other person, and is pro rata in proportion to the amount of consideration paid to such Investor in connection with such Proposed Drag-Along Sale (in accordance with the terms of this Agreement);
- (e) with the exception of the Investor Fundamental Warranties, the liability of each Investor shall be limited to such Investor's applicable share (determined based on the respective proceeds payable to each Investor in connection with such Proposed Drag-Along Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies to all Shareholders, except with respect to claims related to fraud by such Investor, the liability for which need not be limited as to such Investor;
- (f) the Investor is not required to enter into any restrictive covenant;
- (g) upon the consummation of the Proposed Drag-Along Sale, (i) each holder of each class or series of the Company's share capital will receive the same form of consideration for their shares of such class as is received by other holders in respect of their shares of such same class of shares, (ii) each holder of a class of Investor Shares will receive the same amount of consideration per share of such class of Investor Shares as is received by other holders in respect of their shares of such same class, (iii) each holder of Ordinary Shares will receive the same amount of consideration per share of Ordinary Shares as is received by other holders in respect of their shares of Ordinary Shares and (iv) the aggregate consideration receivable by all holders of the Investor Shares and Ordinary Shares shall be allocated among the holders of Investor Shares and Ordinary Shares on the basis of the relative liquidation preferences to which the holders of each respective class of Investor Shares and the holders of Ordinary Shares are entitled in an Insolvency Event or Exit Event (assuming for this purpose that the Proposed Drag-Along Sale is an Insolvency Event or Exit Event) in accordance with terms of this Agreement as in effect immediately prior to the Proposed Drag-Along Sale;
- (h) subject to article 22.10(e) above, requiring the same form of consideration to be available to the holders of any single class of shares, if any holders of a class of shares of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Drag-Along Sale, all holders of such class of shares will be given the same option; provided, however, that nothing in this article 22.10(h) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's shareholders; and
- (i) if such Investor is not an employee of the Company, such Investor is not required in connection with such Proposed Drag-Along Sale to agree to (i) any covenant not to compete with any party and/or (ii) any covenant not to solicit or hire customers, employees or suppliers of any party.

23. CHANGE OF CONTROL

- 23.1 In relation to any Shareholder which is a Corporate Entity in respect of which an Unapproved Change of Control occurs, such Shareholder shall either:
- (a) within ten (10) Business Days of a written request from the Company procure the reversal of such Unapproved Change of Control; or
 - (b) following a written request being received in accordance with (a) above, within twenty (20) Business Days of such written request from the Company (following the expiry of any period referred to in article 23.1(a)) or (if later) determination of Fair Market Value (the "**Compulsory Transfer Date**"), transfer all Shares it holds to the Company, or as directed by the Company (the "**Compulsory Transfer Shares**") at a 10 per cent. discount to the Fair Market Value of such Shares as at the date on which the Unapproved Change of Control occurred.
- 23.2 If the Shareholder to which article 23.1 relates fails to effect such transfer by the Compulsory Transfer Date, the Company and each director shall be appointed as the agent of such defaulting Shareholder to take such actions and enter into any agreements or documents as are necessary to effect the transfer of the Compulsory Transfer Shares pursuant to this article 23. The defaulting Shareholder shall surrender its share certificate for its Compulsory Transfer Shares (or suitably executed indemnity) to the Company. On surrender, it shall be entitled to the consideration due to it.
- 23.3 For the purpose of this article 23:
- (a) Subject to article 23.3(b), the term "**Unapproved Change of Control**" shall mean in relation to a Shareholder which is a Corporate Entity (or any Permitted Transferee thereof which is a Corporate Entity and which is holding Equity Shares) (a "**Controlled Entity**"), such Controlled Entity ceasing to be Controlled by:
 - (i) the Person(s) which Controlled such Controlled Entity as at 17 April 2020 (the "**Controller(s)**") or, in the case of MSRD and its Permitted Transferees, by Otsuka Pharmaceutical Co., Ltd;
 - (ii) any Privileged Relations or Trustees of the Controller(s); and/or
 - (iii) any inheritor(s) or legal successor(s) of any Persons described in (i) or (ii) above,
- in circumstances where the Company has not approved (by majority decision of the Board which excludes any director who has been appointed by or represents the Shareholder who is the subject of the Unapproved Change of Control) the relevant change of control and in each case whether Control is exercised through any legal entity, trust or otherwise, and irrespective of whether directly or indirectly Controlled; and

- (b) the term "**Unapproved Change of Control**" in the case of ATAI, shall occur only in case:
- (i) Control of ATAI ceases to be held by:
 - (1) the Person(s) which Controlled ATAI on the date on which ATAI adheres to this Agreement (the "**ATAI Controller(s)**"); and/or
 - (2) any Privileged Relations or Trustees of the ATAI Controller; and/or
 - (3) any inheritor(s) or legal successor(s) of any of the Person(s) in (1) or (2); and
 - (ii) a direct Competitor (excluding any financial investor or institution to the extent that they do not, directly or indirectly, hold a relevant participation interest in the share capital of a direct Competitor) acquires Control over ATAI,
- but only in circumstances where the Company has not approved (by majority decision of the Board which excludes any director who has been appointed by or represents ATAI and the Seed Investor) the relevant change of control. For the avoidance of doubt, a group reorganisation of ATAI shall not be an Unapproved Change of Control, so long as a direct Competitor does not acquire Control over ATAI as part of such reorganisation; and
- (c) the term "**Corporate Entity**" means any corporation, association, partnership (whether general or limited), limited liability company, joint venture, joint stock or other company, business trust, trust, organisation, governmental authority or other entity of any kind.

24. DIVIDENDS AND OTHER DISTRIBUTIONS

- 24.1 The Equity Shares rank *pari passu* in respect of income. Any profits which the Board may lawfully determine to distribute pursuant to a resolution of the directors shall be distributed amongst the holders of the Equity Shares pro rata to the number of Equity Shares held by each of them and subject to article 16.1.
- 24.2 In relation to an Insolvency Event of the Company, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the Equity Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Equity Shareholders or different classes of Equity Shareholders. The liquidator may, with like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Equity Shareholders as he with like sanction determines, but no Equity Shareholder shall be compelled to accept any assets upon which there is a liability.

25. COMPULSORY TRANSFERS

25.1 For the purposes of this article 25, the following expressions have the following meanings:

"Cessation Date" means the date on which a Founder ceases to be: (i) a director; and (ii) an employee of a Group member;

"Good Leaver" means a Founder who becomes a Leaver due to: his/her death (other than suicide, or causes of death related to alcohol or drug misuse) his/her permanent incapacity or illness (excluding incapacity which has been self-inflicted by the Founder with the deliberate aim of causing self-injury, or causes of incapacity related to alcohol or drug misuse); or where the Board (with Investor Majority approval) determines that such Founder shall be a Good Leaver; and

"Leaver" means a Founder who, prior to 17 August 2020, ceases to be: (i) a director; and (ii) an employee of a Group member (and does not otherwise continue as a director or employee of a Group member).

25.2 In respect of the Shares held by the Founders as at 17 April 2020, the Shareholders hereby agree that:

- (a) seventy-five (75) per cent. of the Shares held by each Founder vested on 17 August 2019; and
- (b) the remaining twenty-five (25) per cent. held by each Founder began vesting in twelve (12) equal monthly instalments commencing on 17 August 2019,

with the effect that, on 17 August 2020, all of the Shares held by the Founders shall have fully vested.

25.3 In the event that a Founder becomes a Good Leaver:

- (a) the vested Shares then held by that Founder (and his/her Permitted Transferee(s)) shall (at the election of the Founder or, if the Founder is not capable of so specifying, as specified by the personal representative of such Founder) be either kept by such Founder or transferred to: (i) the other Founder (to the extent the other Founder is not a Leaver); or (ii) a Permitted Transferee of the relevant other Founder;
- (b) the unvested Shares held by the Founder (and his/her Permitted Transferee(s)) may be transferred to:
 - (i) such new director(s) or manager(s) of the Group; or
 - (ii) repurchased by the Company and held in treasury,as may be determined by the Board (with approval of an Investor Majority); and
- (c) the consideration payable to the Founder (and his/her Permitted Transferee(s)) for the transfer of unvested Shares pursuant to article 25.3(b) shall be the Fair Market Value as at the Cessation Date.

25.4 In the event that a Founder becomes a Leaver (other than a Good Leaver):

- (a) the vested Shares held by that Founder (and his/her Permitted Transferee(s)) may:
 - (i) be repurchased by the Company and held in treasury; or
 - (ii) be retained by that Founder,as determined by the Board (with the approval of an Investor Majority);
- (b) the unvested Shares held by that Founder (and his/her Permitted Transferee(s)) may be transferred to:
 - (i) such new director(s) or manager(s) of the Group; or
 - (ii) repurchased by the Company and held in treasury,

as may be determined by the Board (with approval of an Investor Majority) up to twelve (12) months after that Founder's Cessation Date, provided that any and all voting rights attached to the Shares held by the Founder (and his/her Permitted Transferee(s)) shall cease to apply with effect from the Cessation Date until such transfer(s) have been completed; and

- (c) the consideration payable to the Founder (and his/her Permitted Transferee(s)) for the transfer of Shares:
 - (i) pursuant to article 25.4(a) above shall be the Fair Market Value as at the Cessation Date; and
 - (ii) pursuant to article 25.4(b) above shall be the lower of:
 - (1) Fair Market Value as at the Cessation Date; and
 - (2) the Issue Price.

25.5 Each Founder irrevocably and unconditionally (and by way of security for the performance of its obligations in this article 25) appoints the Company as its agent and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all transfers or documents, acts and things which the Company may in its absolute discretion consider necessary or desirable to effect any transfer of the unvested Shares referred to in article 25.4(b) which such Founder is obliged, but fails, to effect in accordance with article 25.4(b).

26. LISTING

26.1 In the event of an Approved Listing, each Shareholder shall (subject to article 26.5) take all steps necessary to implement such Approved Listing on such terms as are approved by the Board, including:

- (a) consenting to, voting for, raising no objections to and waiving any applicable rights as is necessary or desirable (in the opinion of the Board) to:

- (i) give effect to a Holding Company Reorganisation in accordance with article 27;
 - (ii) adopt new articles of association of the Company (or any Holding Company), in a form appropriate for a public listed company at the relevant time listed on the relevant investment exchange;
 - (iii) re-registering the Company as a public listed company (if applicable); and
 - (iv) make all applications needed to a relevant investment exchange to apply for the listing or registration of any shares;
- (b) the entry into an underwriting agreement by the Company, the Shareholders and the underwriters, on terms approved by the Board; and
 - (c) the entry into any agreements required to effect the Lock-Up Restriction (as defined in article 26.2, below).

26.2 The parties agree that if the Board accepts restrictions, subject to the customary exceptions, on the sale of the shares or securities in the Company, or a Holding Company, as appropriate, the same restrictions (up to a maximum of 180 days) shall, subject to the customary exceptions, apply equally to the Shareholders in respect of the same proportion of the shares or securities held by each of them respectively immediately prior to the Approved Listing (each being a "**Lock-Up Restriction**"), if reasonably negotiated and consulted with by the managing underwriter.

26.3 Article 26.2:

- (a) shall not apply to the sale of any Ordinary Shares to an underwriter pursuant to an underwriting agreement; and
- (b) shall only be applicable to the Shareholders if all officers, directors and greater than five percent (5%) of the Shareholders of the Company enter into similar agreements.

26.4 The Company agrees that: (a) one representative of MSRD; (b) one representative of ATAI; and (c) subject to ATAI holding at least 22.5 per cent. of the Company's Fully Diluted Share Capital, one further representative of ATAI, will each have the option (at each of MSRD and ATAI's respective election) to be appointed to the Board of Directors (or the board of directors of any Holding Company) at the time of an Approved Listing.

26.5 The Board shall not require any Investor, pursuant to this article 26, to take any action which would have a material adverse and disproportionate effect on that Investor as compared to other Shareholders.

27. NEW HOLDING COMPANY

27.1 In the event of a Holding Company Reorganisation in respect of an Approved Listing (a "**Proposed Reorganisation**"), all Shareholders shall (i) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (ii) take all necessary actions to tender their Shares required to

effect the Proposed Reorganisation (the “**Reorganisation Actions**”). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are necessary and required by the Board to facilitate the Proposed Reorganisation provided that nothing in this article 27 shall require any Shareholder to (a) take any unlawful action or step, (b) incur any liabilities, obligations, including but not limited to taxes, levies, fines or other liabilities or obligations owed by any Shareholder to any Tax Authority, or (c) contribute more costs as a consequence of the Reorganisation Actions, except, in each case, to the extent that such liabilities, obligations or costs (other than liabilities, obligations or costs owed to any Tax Authority) are deemed by the Board (acting reasonably) to be immaterial. If any Shareholder fails to comply with the provisions of this article 27, the Company shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form. Prior to the consummation of the Proposed Reorganisation or any of the Reorganisation Actions contemplated thereby, the Company shall provide each B Investor with reasonable notice of the Proposed Reorganisation and a detailed steps-memo prepared by the Company’s accountants describing the Proposed Reorganisation, and the Company shall discuss and consider in good faith the Proposed Reorganisation with such B Investors.

- 27.2 The Company shall procure that the Holding Company shall ensure that the shares issued by it to the Shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid and which new shares shall be subject to the constitutional documents of the Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other Holding Company shares of the same class in issue at the time.
- 27.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise (a “**New Reorganisation Shareholder**”), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the Holding Company, and the provisions of this article 27.3 shall apply with the necessary changes to the New Reorganisation Shareholder provided that nothing in this article 27.3 shall require any such New Reorganisation Shareholder to take any unlawful action or step.

28. DEFERRED SHARES

- 28.1 Subject to the Act, any Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).
- 28.2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:

- (a) appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or
- (b) give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or
- (c) purchase such Deferred Shares in accordance with the Act,

in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.

28.3 No Deferred Share may be transferred without the prior consent of the Board.

29. SHARE CERTIFICATES

29.1. Share certificates

- (a) The Company must issue each Equity Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- (b) No certificate may be issued in respect of Shares of more than one class.
- (c) If more than one person holds a Share, only one certificate may be issued in respect of it and delivery of a certificate to one joint holder shall be sufficient evidence of delivery to all of them.
- (d) Every certificate must specify:
 - (i) in respect of how many Shares, of what class, it is issued;
 - (ii) the nominal value of those Shares;
 - (iii) whether the Shares are fully or partly paid; and
 - (iv) any distinguishing numbers assigned to them.
- (e) Certificates must:
 - (i) have affixed to them the Company's common seal; or
 - (ii) be otherwise executed in accordance with the Act.

29.2. Replacement Share certificates

- (a) Article 49(1) of the Model Articles shall be amended by the insertion of the words "subject to having first complied with the obligations in articles 49(2)(b) and 49(2)(c)" after the words "that member is".
- (b) In article 49(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence, indemnity and the payment of reasonable expenses".

30. COMPANY'S LIEN OVER SHARES

30.1 The Company's lien

The Company has a lien (the "**Company's lien**") over every Share (including any partly paid share) for all and any indebtedness of any holder of such Share to the Company (whether a sole holder or one of two or more joint holders), whether or not such indebtedness or liability is in respect of the Shares concerned, whether or not it is presently payable by him or his estate to the Company and whether or not a call notice has been sent in respect of it. Article 52(1) of the Model Articles shall be modified accordingly.

30.2 Failure to comply with call notice: automatic consequences

- (a) Article 57(1) of the Model Articles shall be amended by the insertion of:
 - (i) the words "subject to article 57(5)" at the beginning of article 57(1)(a) and the deletion of the word "and" at the end of that article;
 - (ii) the words "together with all costs, charges and expenses which may have been incurred by the Company by reason of such non-payment; and" at the end of article 57(1)(b); and
 - (iii) the words "no dividend or other payment or distribution in respect of any Share which is the subject of a call shall be paid or distributed and no other rights, which would otherwise normally be exercisable in accordance with these Articles by a holder of any Shares, may be exercised by the holder of any Share so long as any such call or interest, costs, charges and expenses payable in accordance with this article 57(1) in relation to such Share, remains or remain unpaid" as new article 57(1)(c).
- (b) Article 57(4) of the Model Articles shall be amended by the insertion of the words ", costs, charges and expenses" after "interest".
- (c) The following shall be inserted as new article 57(5):

"The directors shall not be entitled to exercise any right of forfeiture in respect of any Shares without the consent of the Founder Majority in writing."

31. ADMINISTRATIVE ARRANGEMENTS

31.1 Service of notices, documents or other information

- (a) Any notice, document or other information:
 - (i) if delivered personally or by hand, shall be deemed to have been delivered at the time of delivery, except as provided in article 31.1(b) below;

- (ii) if sent to a recipient within the same jurisdiction as the sender by an internationally recognised courier, at 9.00 am on the second Business Day after the day of sending;
- (iii) if sent to a recipient outside the same jurisdiction as the sender by an internationally recognised courier, at 9.00 am on the fifth Business Day after the day of sending; and
- (iv) if sent by email, at the time of its transmission, except as provided in article 31.1(b) below and subject to the sender not having received a delivery failure report (or similar).

(b) Effect of delivery by hand or email after 6.00pm on a non-Business Day

- (i) If deemed delivery under article 31.1(a) above of a notice or other communication delivered by hand or sent by email occurs before 9.00 am on a Business Day, the notice or other communication is deemed delivered at 9.00 am on that day.
- (ii) If deemed delivery under article 31.1(a) above of a notice or other communication delivered by hand or sent by email occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, the notice or communication is deemed to have been given at 9.00 am on the next Business Day.

- (c) In this article 31, a reference to time is to local time in the country in which the recipient of the notice or communication is located.

32. DIRECTORS' INDEMNITY AND INSURANCE

32.1 Indemnity

- (a) Subject to article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - (i) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer;
 - (ii) in the actual or purported execution and/or discharge of his duties, or in relation to them,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (iii) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 32.1(a)(i) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- (b) No relevant officer shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this article 32.1 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.
- (c) This article 32.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Acts or by any other provision of law.
- (d) In this article 32.1:
 - (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - (ii) a relevant officer means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

32.2 Insurance

- (a) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
- (b) In this article 32.2:
 - (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
 - (ii) a relevant officer means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and
 - (iii) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

DATED 07 August 2020

COMPASS PATHFINDER HOLDINGS LIMITED

- and -

THE FOUNDERS

- and -

THE INVESTORS

- and -

COMPASS RX LIMITED

**AMENDED AND RESTATED
SHAREHOLDERS' AGREEMENT**

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THIS DEED is made on 07 August 2020

BETWEEN:

- (1) **Compass Pathfinder Holdings Limited** a company incorporated in England and Wales (registered number 10830790) whose registered office is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT (the "**CPHL**");
- (2) **Compass Rx Limited** a company incorporated in England and Wales (registered number 12696098) whose registered office is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT (the "**Company**");
- (3) **Ekaterina Malievskaia** of ;
- (4) **George Jay Goldsmith** of ;
- (5) The parties listed in Part B and Part C of Schedule 1 (*The Seed Investors and the A Investors*);
- (6) The parties listed in Part F of Schedule 1 (*The Other Ordinary Shareholders*);
- (7) The parties listed in Part D of Schedule 1 (*The B Investors*); and
- (8) The parties listed in Part E of Schedule 1 (*The CLN Investors*).

The parties listed in (2) and (3) are together the "**Founders**" (with any of the parties listed in (2) and (3) being a "**Founder**"). The parties listed in (1) through (8) together with any other Person who becomes a party to this shareholders' agreement (the "**Agreement**"), collectively, the "**Parties**" and each a "**Party**".

RECITALS:

- (A) CPHL is a private company limited by shares and was incorporated on 22 June 2017 under the laws of England and Wales. The Company is a private company limited by shares and was incorporated on 24 June 2020 under the laws of England and Wales.
- (B) On 17 April 2020, CPHL, Ekaterina Malievskaia, George Jay Goldsmith, the Seed Investors, the A Investors, the Other Ordinary Shareholders and the B Investors entered into a shareholders' agreement dated 17 April 2020 in relation to CPHL (the "**April 2020 Shareholders' Agreement**").
- (C) On or around the date hereof, each shareholder of CPHL has exchanged each share in the capital of CPHL held by such shareholder for 1,161 shares in the capital of the Company of the same class of share as as such shareholder held in CPHL as part of a Holding Company Reorganisation (as defined herein). Further to such Holding Company Reorganisation, the Parties have agreed to enter into this amended and restated shareholders' agreement to regulate the conduct of the Business and their relationship as shareholders in the Company. The Parties agree that the April 2020 Shareholders' Agreement shall be amended and restated in the form set out herein.
- (D) Immediately following execution of this Deed, the capital structure of the Company shall be as set out in Schedule 2.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Acceptance Notice**" has the meaning given in clause 10.3;

"**Acquiror**" has the meaning given in clause 10.1;

"**Act**" means the Companies Act 2006 (as amended and/or superseded from time to time);

"**Acting in Concert**" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended and/or superseded from time to time);

"**Adhering Shareholder**" has the meaning given in clause 6.1;

"**ADSs**", or "**American Depositary Shares**", represent ownership interests in securities that are on deposit with the depositary which are represented by certificates that are commonly known as American Depositary Receipts, or "**ADRs**";

"**Affiliate**" means, with respect to a person (other than MSRDC) (the "**First Person**"):

- (a) another person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the First Person;
- (b) a pooled investment vehicle organised by the First Person (or an Affiliate thereof), the investments of which are directed by the First Person;
- (c) a partner or an officer or employee of the First Person (or an Affiliate thereof);
- (d) an investment fund organised by the First Person for the benefit of the First Person's (or its Affiliates') partners, officers or employees or their dependants; or
- (e) a successor trustee or nominee for, or a successor by re-organisation of, a qualified trust; and

in respect of MSRDC, means a person controlled by or who controls, directly or indirectly, and whether through one or more intermediaries, MSRDC, and additionally shall include and encompass the following: (i) Otsuka America Pharmaceutical, Inc., (ii) Otsuka Pharmaceutical Development & Commercialization, Inc., and (iii) Otsuka Pharmaceutical Europe, Ltd;

"**A Investors**" means those persons listed in Part C of Schedule 1 (*The A Investors*) or any successor in title or transferee of any such person (each an "**A Investor**");

"**Allocations Notice**" has the meaning given in clause 7.5;

"**Anti-Dilution Shares**" has the meaning given to the term in the Articles;

"**Approved Listing**" means either (a) a Listing approved by the Board (acting with the consent of an Investor Majority); or (b) a Listing in connection with a fully underwritten public offering in which the gross aggregate proceeds received by the Company in respect of new Ordinary Shares or securities representing those Ordinary Shares (including, without limitation, depositary interests,

ADRs, ADSs and/or other instruments) issued at the time of the Listing is not less than USD \$50,000,000 at an issue price per Ordinary Share, or security representing such Ordinary Share (as adjusted, if applicable, for any exchange ratio of securities representing Ordinary Shares to Ordinary Shares), of at least one (1) times the Subscription Price (being adjusted in case of any consolidation or subdivision of shares);

"April 2020 Shareholders' Agreement" has the meaning given in Recital (B);

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, together with all interest and other amounts payable on that Share;

"ATAI" means ATAI Life Sciences AG (incorporated and registered in the Federal Republic of Germany) with registered number HRB 239201 and with registered office at Barer Str. 7, 803330, Munich, Germany;

"ATAI Controller(s)" has the meaning given in clause 12.3;

"ATAI Director" has the meaning given in clause 3.2(c);

"Articles" means the articles of association of the Company, as the same may be amended, restated, modified or supplemented from time to time in accordance with the terms thereof and this Agreement;

"A Shares" means the A preference shares of £1.00 each in the capital of the Company, having the rights ascribed to them in the Articles;

"Asset Sale" means the disposal by the Group of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of material intellectual property (other than to another member of the Group));

"Auditors" means the auditors of the Company from time to time, or, if the Company has not appointed auditors, its accountants for the time being;

"B Investor Director" has the meaning given in clause 3.2(d);

"B Investor Director Majority" means the holders of at least 50 per cent. of the B Shares (excluding any B Shares held by MSRDL) from time to time;

"B Investor Majority" means the holders of at least 50 per cent. of the B Shares from time to time;

"B Investors" means a person listed in Part D of Schedule 1 (*The B Investors*), the CLN Investors or any successor in title or transferee of any such person (each a **"B Investor"**);

"Board" means the board of Directors of the Company as constituted from time to time;

"B Shares" means the B preference shares of £1.00 each in the capital of the Company, having the rights ascribed to them in the Articles;

"Bonus Issue" has the meaning given to the term in the Articles;

"Business" means the provision of integrated, mental health care pathways and support for self-directed care by applying innovations in neuroscience, psychotherapy, psychopharmacology and digital platforms;

"Business Day" means a day, except a Saturday, Sunday or public holiday, on which banks are generally open for non-automated banking business in London;

"Business Plan" has the meaning given in clause 3.10(a)(iii);

"Cessation Date" means the date which is the earlier of when a Founder ceases to be or gives or receives notice of his/her removal, termination or resignation as:

(a) a Director;

(b) an employee; or

(c) a consultant,

of a Group Company;

"CFC" means a "controlled foreign corporation" as defined in Section 957 of the Code and the Treasury Regulations thereunder;

"CFC Allocation" has the meaning given in clause 20;

"Chairman" has the meaning given in clause 3.2(a);

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnerships Act 2004) of the Shareholder;

"CLN Investors" means the persons listed in Part E of Schedule 1;

"Code" means the United States Internal Revenue Code of 1986, as amended;

"Company Subsidiary" shall mean any direct or indirect Subsidiary of the Company, from time to time;

"Competing Business" means any business, enterprise, operation, activity or service that constitutes or relates to (including by being involved in the design, development, creation, launch, maintenance, operation, marketing, sale, licensing or support of): (i) the Business; and/or (ii) the provision of the products or services of the Business;

"Competitor" means a Person whose business is a Competing Business, save that, (i) in the case of MSRD, neither MSRD or its Affiliates (as defined above) shall be deemed to be a Competitor; and (ii) in the case of ATAI, neither ATAI or its Affiliates (as defined above) shall be deemed to be a Competitor;

"Completion" means 17 April 2020;

"Completion Date" means the date of Completion;

"Compulsory Transfer Shares" has the meaning given in clause 12.1(b);

"Compulsory Transfer Date" has the meaning given in clause 12.1(b);

"**Confidential Information**" has the meaning given in clause 19.1;

"**Control**" means with respect to a Person (other than an individual): (a) direct or indirect ownership of more than 50 per cent. of the Voting Securities of such Person; (b) the right to appoint, or cause the appointment of more than 50 per cent. of the members of the board of directors (or similar governing body) of such Person; and/or (c) the right to manage, or direct the management of, on a discretionary basis, the assets of such Person, and, for avoidance of doubt, a general partner is deemed to Control a limited partnership and, solely for the purposes of this Agreement, a fund advised or managed directly or indirectly by a Person shall also be deemed to be Controlled by such Person (and the terms "**Controlling**" and "**Controlled**" shall have meanings correlative to the foregoing);

"**Controlled Entity**" has the meaning given in clause 13.3(a);

"**Controller**" has the meaning given in clause 12.3(a)(i);

"**Controlling Interest**" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

"**Conversion Notice**" has the meaning given in clause 4.2(b);

"**Convertible Loan Note Instrument**" means the deed dated 28 August 2019 and executed by the Company;

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 5 (*Deed of Adherence*);

"**Deferred Shares**" has the meaning given in the Articles;

"**Directors**" means the directors of the Company from time to time and "**Director**" means any of them;

"**Drag-Along Notice**" has the meaning given in clause 11.2;

"**Drag-Along Option**" has the meaning given in clause 11.1;

"**Drag-Along Right**" means the rights of the Majority Shareholders set out in clause 11;

"**Drag Completion Date**" has the meaning given in clause 11.5;

"**Drag Documents**" has the meaning given in clause 11.5;

"**Drag Price**" has the meaning given in clause 11.2(c);

"**Dragged Shareholders**" has the meaning given in clause 11.1;

"**Eligible Shareholders**" has the meaning given in clause 7.4(a);

"**EM**" means Ekaterina Malievskaia, one of the Founders;

"**Employment Agreements**" means the employment agreement in effect in respect of each of the Founders at Completion;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) other than liens arising by operation of law;

"Excess Shares" has the meaning given in clause 7.4(b);

"Exit Event" means

- (a) an Asset Sale;
- (b) a Merger; or
- (c) a Share Sale,

save that a Holding Company Reorganisation shall not constitute an Exit Event.

"Expert Valuer" means an independent firm of Chartered Accountants as agreed between the Board and the Investor Majority, from time to time;

"Fair Market Value" means:

- (a) for the purpose of clause 12, in relation to the Shares, the fair market value of such Shares as agreed between the relevant shareholder who is subject to the Unapproved Change of Control and the Company (with the exception that any director appointed by the leaving shareholder cannot participate in any Board vote on such matter); or
- (b) for the purpose of clause 13, in relation to the Shares, the fair market value of such Shares as agreed between the relevant Founder who is selling his shares and the Investors (acting by an Investor Majority) or, in the event of a disagreement, the fair market value of such Shares as an Expert Valuer (acting as an expert, not as an arbitrator) determines as being in its opinion the fair market value of such Shares;

"Family Trust" means in relation to any individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument made by any person or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that, for this purpose, a person shall be considered to be beneficially interested in a share if such share or the right to receive income in respect of such share is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching to such shares are exercisable by or as directed by such person pursuant to the terms of the relevant trusts, or in consequence of an exercise of a power or discretion conferred by the relevant trust on any person or persons;

"FCA" means the Financial Conduct Authority or its successor from time to time;

"Final Allocation" has the meaning given in clause 7.4(c);

"Final Entitlement" has the meaning given in clause 5.4;

"Founder Director" has the meaning given in clause 3.2(a);

"Founder Transfer" means the transfer by each Founder of Shares, in aggregate, totalling not more than 2,748,087 Ordinary Shares;

"Fractional Holders" has the meaning given in clause 4.4;

"Fully Diluted Share Capital" means the share capital of the Company on a fully diluted basis from time to time;

"GG" means George Jay Goldsmith, one of the Founders;

"Good Leaver" means a Founder who becomes a Leaver due to: his/her death (other than suicide, or causes of death related to alcohol or drug misuse) his/her permanent incapacity or illness (excluding incapacity which has been self-inflicted by the Founder with the deliberate aim of causing self-injury, or causes of incapacity related to alcohol or drug misuse); or where the Board (with Investor Majority approval) determines that such Founder shall be a Good Leaver;

"Group" means the Company and each and any of the Company Subsidiaries from time to time other than any Holding Company and **"Group Company"** shall mean any one of them;

"Holding Company" means the Company or any other holding company of CPHL or the Company newly incorporated in any jurisdiction (including, without limitation, in the United States of America under Delaware law) which has no previous trading history and has resulted from a Holding Company Reorganisation;

"Holding Company Reorganisation" means any transaction involving the issue of shares in the capital of a Holding Company to the Shareholders, the object or intent of which is to interpose the Holding Company as the sole owner of CPHL or the Company prior to a Listing such that immediately subsequent to such transaction:

- (a) the number and class of shares comprised in the issued share capital of the Holding Company, the identity of the shareholders of the Holding Company, and the number and class of shares held by each such person is the same as or substantially similar to the issued share capital of CPHL or the Company (as relevant) and the identity of Shareholders and the number and class of Shares held by each such person immediately prior to such transaction (save for the fact that such shares are issued by a different company);
- (b) the rights attaching to each class of share comprised in the Holding Company are the same as those rights attaching to the like class of share comprised in the share capital of CPHL or the Company (as relevant) immediately prior to such transaction (save for the fact that such shares are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and
- (c) the constitutional documents of the Holding Company are the same in effect as the articles of association of CPHL or the Company (as relevant) immediately prior to such transaction (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the Holding Company may be incorporated in a jurisdiction other than England and Wales);

"Independent Director" has the meaning given in clause 3.2(g);

"Indulgence" has the meaning given in clause 37;

"Initial Allocation" has the meaning given in clause 7.4(a)(iii);

"Initial Entitlement" has the meaning given in clause 5.2(d);

"Investors" means the B Investors, the A Investors and the Seed Investors;

"Insolvency Event" has the meaning given in clause 15.1;

"Insolvency or Exit Event Notice" has the meaning given in clause 15.3;

"Intellectual Property Rights" includes any patent, patent application, copyright, know-how, database right, registered and/or unregistered trade mark, trade mark application, trade name, service name, business name, domain name, social media identifier, mask work, trade secret, information and proprietary rights and processes, registered design, unregistered design right, utility model or other intellectual or industrial property right and including, for the avoidance of doubt, copyright in software and computer algorithms, applications and the right to make applications for any of the foregoing, extensions and renewals thereof and all rights of a similar nature, in each case, anywhere in the world;

"Investor Director" means each of the:

- (a) B Investor Director;
- (b) MSRD Director;
- (c) Seed Investor Director; and
- (d) ATAI Director;

"Investor Director Consent Matter" means a matter listed in Part B of Schedule 3;

"Investor Majority" means Investors holding not less than 75 per cent. in number of the Shares held by the Investors;

"Investor Reserved Matter" means a matter listed in Part A of Schedule 3;

"Investor Shares" means the Preference Shares, the A Shares and the B Shares;

"Issue Price" means the nominal value of the Shares;

"Leaver" means a Founder who, prior to 17 August 2020, ceases to be: (i) a Director; and (ii) an employee of a Group Company (and does not otherwise continue as a director or employee of a Group member);

"Liquidation Preference" has the meaning given in the Articles;

"Listing" means the admission of (or in the case of admission to NASDAQ, the offering of the initial public offering of) all or any of the Shares, shares in a subsidiary of the Company, or, if applicable, any Parent or Holding Company, or securities representing those shares (including, without limitation, depositary interests, ADRs, ADSs and/or other instruments) on NASDAQ or on the Main Market of the London Stock Exchange or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 as amended and/or superseded from time to time);

"Listing Rules" means the rules made by the FCA pursuant to section 73A of the Financial Services and Markets Act 2000, as in force from time to time;

"Locked Shares" has the meaning given in clause 7.1(a);

"Lock-Up Restriction" has the meaning given in clause 9.2;

"Majority Selling Shareholders" has the meaning given in clause 11.1;

"Majority Shareholders" means the holders of not less than 75 per cent. of all Shares from time to time;

"Material Reason" has the meaning given in clause 3.2(f);

"Merger" means any merger or consolidation in which (i) the Company is a constituent party or (ii) a subsidiary of the Company is a constituent party and the Company issues its share capital pursuant to such merger or consolidation, but shall exclude any such merger or consolidation involving the Company or a subsidiary thereof in which the share capital of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for share capital of the Company that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the share capital of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation;

"MIP" means the share option plans adopted by the Company on 28 May 2019, including the EMI option plan, the non-EMI option plan, the unapproved option plan and any other option plans adopted by the Company from time to time;

"MIP Limit" has the meaning given in clause 16.2;

"MSRD" means McQuade Center for Strategic Research and Development LLC, a Delaware limited liability company and a wholly owned subsidiary of Otsuka America, Inc., and/or its successors and assigns;

"MSRD Director" has the meaning given in clause 3.2(e);

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

"New Issue" has the meaning given in clause 5.1;

"New Reorganisation Shareholder" has the meaning given in clause 8.3;

"New Securities" has the meaning given in clause 5.1;

"New Shareholder" has the meaning given in clause 11.9;

"Non-Independent Director Consent" has the meaning given in clause 3.2(g);

"Offer Period" has the meaning given in clause 5.2(b);

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company, having the rights ascribed to them in the Articles or in the case of an Approved Listing or clause 10.4 and Schedule 6, ADSs;

"Parent" means a person that Controls, directly or indirectly, the Group from time to time and does not own other material assets or businesses that are not related to the business of the Group;

"Permitted Issue" means an allotment or issue (or obligation to allot or issue) of Shares or other Relevant Securities of the Company pursuant to:

- (a) clause 4.2;
- (b) clause 16;
- (c) an Investor Majority consenting in writing to such allotment or issue (or obligation to allot or issue) being categorised as a Permitted Issue, provided that such allotment or issue is either (i) not to any Shareholder; or (ii) pursuant to an offer to all Shareholders on substantially the same terms;
- (d) issued or granted in order for the Company to comply with its obligations under this Agreement, including, but not limited to, the Anti-Dilution Shares;
- (e) a Holding Company Reorganisation; or
- (f) shares and securities issued on a Listing;

"Permitted Transferee" means in relation to a holder of Shares who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies and in relation to a holder of Shares which is a corporate entity, any of its Affiliates;

"Person" or **"person"** means any individual or any corporation, association, partnership (whether general or limited), limited liability company, joint venture, joint stock or other company, business trust, trust, organisation, governmental authority or other entity of any kind;

"PFIC" means a "passive foreign investment company" as defined in Section 1297 of the Code;

"Preference Amount" means a price per share equal to the amount paid up or credited as paid up (including premium) for such share together with any Arrears;

"Preference Shares" means the preference shares of £1.00 each in the capital of the Company having the rights ascribed to them in the Articles;

"Privileged Relation" means, in relation to a Shareholder who is an individual member, a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate children and their issue);

"Process Document" has the meaning given in clause 39.3;

"Proposed Buyer(s)" has the meaning given in clause 7.3(c)(iii) (*Transfer Notice*);

"Proposed Drag-Along Sale" has the meaning given in clause 11.1;

"Proposed Reorganisation" has the meaning given in clause 8.1;

"Proposed Sale" has the meaning given in clause 7.2;

"Proposed Tag-Along Transfer" has the meaning given in clause 10.1;

"**Purchaser**" has the meaning given in clause 11.1;

"**QEF**" has the meaning given in clause 20.1(c);

"**QEF Election**" has the meaning given in clause 20.1(c);

"**Qualifying Companies**" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the Corporation Tax Act 2010) and ("Qualifying Company" shall mean any one of them);

"**Registration Rights**" means the registration rights set out in Schedule 6;

"**Relevant Securities**" means, in respect of any company, any share or other security (whether debt or equity), in the capital of such company from time to time, or any other security, agreement or instrument which contains or provides for any right to subscribe or exchange for, convert into or otherwise call for any issue of any share(s) or other securities in the capital of such company from time to time, but does not include Deferred Shares;

"**Reorganisation Actions**" has the meaning given in clause 8.1;

"**Sale Agreement**" has the meaning given in clause 11.2(f);

"**Sale Date**" has the meaning given in clause 7.5(b);

"**Sale Period**" has the meaning given in clause 7.4(a)(ii);

"**Sale Price**" has the meaning given in clause 7.3(c)(ii);

"**Sale Shares**" has the meaning given in clause 7.3(b);

"**Scientific Advisory Board**" means a number of scientific, clinical or policy experts from institutions independent of the Company;

"**Seed Investors**" means the persons listed in Part B of Schedule 1 or any transferee of any such person (each a "**Seed Investor**");

"**Seed Investor Director**" has the meaning given in clause 3.2(b);

"**Seed Investor Majority**" means the holders of not less than 50 per cent. of the Preference Shares from time to time;

"**Selling Shareholder(s)**" has the meaning given in clause 10.1;

"**Shareholders**" means the holders of Shares from time to time and "**Shareholder**" shall mean any of them;

"**Shares**" means the Ordinary Shares, the Preference Shares, the A Shares and the B Shares;

"**Share Sale**" means the sale of (or the grant of a right to acquire or to dispose of (regardless of whether such right or obligation is contingent and/or optional)) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will (or will result upon exercise of such right) result in the purchaser of those shares (or grantee of that right) and

persons Acting in Concert with him together acquiring Control of the Company, save that a Holding Company Reorganisation will not be a Share Sale;

"Subsidiary Board" means the board of directors or other comparable governing body of each Company Subsidiary;

"Subscription Agreement" means the subscription agreement entered into between the B Investors and the Company on 17 April 2020;

"Subscription Price" means \$1.42463394 per B Share;

"Tag-Along Notice" has the meaning given in clause 10.1;

"Tagged Shareholders" has the meaning given in clause 10.1;

"Tax Authority" means a taxing or other governmental (local or central) state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or collect tax;

"Terms of Issue" has the meaning given in clause 5.2(a);

"Total Number" has the meaning given in clause 5.2(c);

"Transfer Notice" has the meaning given in clause 7.3(a);

"Trustee" means in relation to a Shareholder, the trustee or trustees of a Family Trust;

"Unallocated Shares" has the meaning given in clause 7.6(a);

"Unanimous Investor Director Consent Matter" means a matter listed in Part C of Schedule 3;

"Unapproved Change of Control" has the meaning given in clause 12.3(a) and clause 12.3(b);

"U.S. Shareholder" has the meaning given in clause 20;

"Voting Securities" shall mean shares or equivalent ownership interests entitled (without regard to the occurrence of certain circumstances) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof and which, for the avoidance of doubt, shall exclude any partly paid Share;

"WildeCo" means WildeCo UG or any successor or other entity 100 per cent. owned or controlled by Lars Wilde, or, at the sole discretion of Lars Wilde, Lars Wilde himself;

"WildeCo Transfer" means the transfer by EM or GG at any time (either by one transfer or a series of transfers) of the legal and/or beneficial ownership attributable to 11,776 (in aggregate) of their Shares to WildeCo; and

"Wholly Owned Group Company" means a Group Company which is, directly or indirectly, wholly owned (legally and beneficially) by the Company.

1.2 In this Agreement:

- (a) a clause, paragraph or Schedule is, unless stated otherwise, a reference to a clause or paragraph of, or Schedule to, this Agreement;

- (b) a reference to a paragraph in a Schedule is, unless otherwise stated, a reference to a paragraph in that Schedule or, where that Schedule is split into parts, a reference to a paragraph in that part of that Schedule;
- (c) save and to the extent that it would establish (or increase) the liability of the Investors or the Company hereunder, a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;
- (d) a "**person**" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);
- (e) whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement they shall be deemed to be followed by the words "**without limitation**";
- (f) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- (g) a "**party**" includes a reference to that party's successors and permitted assigns;
- (h) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning;
- (i) a reference to a particular time of day is, unless specified otherwise, a reference to that time in London;
- (j) a reference to an action that is to take place on a particular day means, unless a time is specified, that that action can take place at any time on or before 11.59 pm time on that day;
- (k) the expression "**connected**" with reference to a person or group of persons has the meaning given to it in sections 1122 and 1123 of the Corporation Tax Act 2010 ("**CTA 2010**") (except that in construing sections 1122 and 1123 "**control**" has the meaning given by section 1124 or section 450 of the CTA 2010 so that there is control whenever section 1124 or 450 requires) which shall apply in relation to this Agreement as it applies in relation to the CTA 2010;
- (l) a company is a "**Subsidiary**" of another company, if that other company:
 - (i) holds a majority of the voting rights in it; or
 - (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or
 - (iii) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or
 - (iv) is a Subsidiary of a company which is itself a Subsidiary of that other company;

- (m) a document in the "**agreed form**" is a reference to a document in a form approved by or on behalf of each party on or before Completion;
- (n) reference to this Agreement include this Agreement as validly amended or varied in accordance with its terms;
- (o) a reference to "**including**" means that the words following it are illustrative and not exhaustive;
- (p) unless otherwise expressly provided, an obligation on a Shareholder to "procure" means exercising such party's voting rights and using any and all other powers vested in such party from time to time, including as a shareholder of the Company;
- (q) a reference to a "**month**" means a calendar month; and
- (r) reference in this Agreement to any rights which exist, or voting thresholds which must be passed, that make reference to any specified holding or number of Shares shall exclude for the purposes of calculating such holding or number any partly paid Shares (and votes attaching to such partly paid Shares).

2. FOLLOW ON

2.1 No later than the date that is five (5) months after the date of Completion (unless the Company agrees to extend such date), the Company may allot and issue additional B Shares at the Subscription Price to one or more additional investors that have been approved by the Company, provided that:

- (a) any such additional investor(s) execute a Deed of Adherence prior to such allotment and issue;
- (b) any such additional investor(s) execute a subscription agreement in a form reasonably acceptable to the Company and the additional investor(s) (provided that such subscription agreement shall not afford such additional investor(s) more favourable terms thereunder than those afforded to the B Investors under the Subscription Agreement) and transfers the relevant subscription amount for such shares to the bank account specified by the Company; and
- (c) the total amount raised by the Group from the issue of B Shares shall not be more than US\$80,000,616 (including the GBP£15,000,000 raised by CPHL pursuant to the Convertible Loan Note Instrument, which as at the Completion Date was equivalent to US\$18,382,500 based on the USD:GBP exchange rate of 0.81599 as published by the Bank of England on 6 April 2020).

2.2 Further to the provisions of clause 2.1 above, the Company agrees that it shall not (i) issue any additional B Shares after Completion to any publicly listed pharmaceutical or publicly listed biopharmaceutical company, organization, or entity, or their respective Affiliates (as "Affiliates" is defined for all parties hereto except MSRD) that develops or markets products within the central nervous system or neurological therapeutics areas (individually and collectively, "**Post-Closing Investor**"), or (ii) issue any additional B Shares after Completion to any officers, directors, employees or independent contractors of a Post-Closing Investor, without MSRD's prior written consent.

3. GOVERNANCE

3.1 Number of Directors

- (a) The number of Directors shall be not less than two (2) and no more than nine (9). Board meetings shall be held at intervals of not more than sixteen (16) weeks and at least four (4) Board meetings will be held in each calendar year.
- (b) The members of the Board to be appointed to within two (2) months of the date of this Agreement shall be:
 - (i) EM (Founder Director);
 - (ii) GG (Founder Director);
 - (iii) Florian Brand (ATAI Director);
 - (iv) Jason Camm (Seed Investor Director);
 - (v) Annalisa Jenkins (Independent Director);
 - (vi) David Norton (Independent Director);
 - (vii) Thomas Lonngren (Independent Director); and
 - (viii) Robert McQuade (MSRD Director).

3.2 Composition of the Board and Subsidiary Boards

- (a) So long as a Founder is not a Leaver, the Founders shall each have a right to appoint and maintain (and to remove any director so appointed and to appoint another director in their place) one (1) Director to the Board (each a "**Founder Director**"), one of whom shall be appointed (at the collective direction of the Founders) as chairman of the Board (the "**Chairman**"). The first such Chairman will be GG. In the event that the number of votes for and against a proposal to be determined by the Board are equal, the Chairman shall not have a casting vote. The Investor Majority shall be entitled to object to the identity of a Founder Director by notice in writing to the Founders provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and the Founders shall be entitled to appoint a replacement Founder Director in accordance with clause 3.2(j) below.
- (b) The Seed Investors, for as long as they collectively directly hold an interest in the issued share capital of the Company, shall be entitled (by decision of a Seed Investor Majority from time to time) to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (a "**Seed Investor Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of a Seed Investor Director by notice in writing to the Seed Investor Majority provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and a Seed Investor Majority shall be entitled to appoint a replacement Seed Investor Director in accordance with clause 3.2(j) below.
- (c) In addition to (and not in substitution for) the right of the Seed Investors to appoint a Seed Investor Director, ATAI, for as long as it directly holds an interest in the issued share

capital of the Company, shall be entitled to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (an "**ATAI Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of an ATAI Director by notice in writing to ATAI provided they have a Material Reason to do so, in which case such person will not be appointed to the Board and ATAI shall be entitled to appoint a replacement ATAI Director in accordance with clause 3.2(j) below.

- (d) The B Investors, for so long as they collectively directly hold an interest in the issued share capital of the Company, shall be entitled (by decision of a B Investor Director Majority from time to time) to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (a "**B Investor Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of the B Investor Director by notice in writing to the B Investor Majority provided that they have a Material Reason to do so, in which case such person will not be appointed to the Board and the B Investor Director Majority shall be entitled to appoint a replacement B Investor Director in accordance in clause 3.2(j) below. Notwithstanding the foregoing, all parties hereto expressly acknowledge and agree that: (i) MSRD shall have a consultation right regarding the identity and election of the B Investor Director, and (ii) such B Investor Director shall not be an active director, officer, or employee, whether on a fulltime employee basis or independent contractor basis, of a publicly listed pharmaceutical or publicly listed biopharmaceutical company, organization, or entity, or their respective Affiliates (as "Affiliates" is defined for all parties hereto except MSRD) that develops or markets products within the central nervous system or neurological therapeutic areas.
- (e) In addition to (and not in substitution for) the right of the B Investors to appoint a B Investor Director, MSRD, for so long as it directly holds an interest in the issued share capital of the Company, shall be entitled to appoint one (1) Director to the Board (and to remove any director so appointed and to appoint another director in their place) (the "**MSRD Director**"). The Founders (acting jointly or not at all) shall be entitled to object to the identity of an MSRD Director by notice in writing to MSRD provided they have a Material Reason to do so, in which case such person shall not be appointed to the Board and MSRD shall be entitled to appoint a replacement MSRD Director in accordance with clause 3.2(j) below.
- (f) For the purpose of clauses 3.2(b), (c) and (d), a "**Material Reason**" means: (A) the identity of the proposed Director being likely to prevent the Group from obtaining any regulatory approvals; or (B) the proposed Director is engaged by or interested in any Competitor.
- (g) The Board shall at any time have up to three independent Directors appointed (each an "**Independent Director**"). The first such Independent Directors shall be: (i) Annalisa Jenkins; (ii) David Norton; and (iii) Thomas Lonngren. The Founders shall jointly be entitled to nominate candidates for the appointment to, and removal from, the position of Independent Director to the Board and such appointment or removal of any person so nominated shall require the consent of at least four of the six following Directors (each to the extent appointed from time to time): each Founder Director; the Seed Investor Director; the ATAI Director; the B Investor Director and the MSRD Director (such consent being a "**Non-Independent Director Consent**"). A Founder shall be required to nominate an Independent Director for removal upon the request of three (3) Investor Directors,

following which a Non-Independent Director Consent shall be required to effect such removal.

- (h) At the reasonable determination of the Independent Directors, having consulted with the rest of the Board, any of the Investor Directors, as so determined by the Independent Directors, shall be required to recuse themselves from any meeting of the Board or Board committee (or any part thereof) that concerns business development in regard to which the Independent Directors determine the relevant Investor Director has or may have a conflict of interest.
- (i) If the Company has any Subsidiaries, the provisions of this clause 3 shall apply *mutatis mutandis* to each Subsidiary Board.
- (j) Any Director of the Board or a Subsidiary Board may be removed (with or without cause) from time to time and at any time by notice in writing to the Company from the Shareholder(s) which proposed such Director for appointment and any resulting vacancy on the Board or on a Subsidiary Board may be filled at the election of the relevant Shareholder(s), subject always to clause 3.2(a) above.
- (k) Each Shareholder shall take all action in its power and authority as Shareholder and, if applicable, vote its Shares and instruct its designees on the boards of each Group Company, and on any committees thereof, to exercise their voting rights on each such body so as to effectuate the appointments, removals and reappointments of each Director contemplated in this clause 3.1, and the Company shall also give effect to such appointments, removals and reappointments (in relation to any Subsidiary).
- (l) A Shareholder whose nominated Director has been removed shall fully indemnify and hold harmless each Shareholder and the Company for any liability arising from the removal and, without prejudice to the foregoing, such Shareholder shall use all reasonable endeavours to ensure that such removed Director signs a document releasing the Company and its Group from any claims that the Director may have against any of them.
- (m) Notwithstanding any provision of this Agreement, no person shall be permitted to be appointed to the Board, or retain his position as on the Board if already appointed, if such person has:
 - (i) been convicted of fraud or gross misconduct by a body or a court of competent authority;
 - (ii) been convicted of a criminal offence (except any road traffic offence not punished by a custodial sentence);
 - (iii) been disqualified from being a company director;
 - (iv) given, or offered to give, a disqualification undertaking under section 1A of the Company Directors Disqualification Act 1986;
 - (v) in the case of a Founder, it is finally judicially determined that such Founder has breached his/her restrictive covenants as set out in Schedule 4, Part 2, paragraphs 2 and 3 or in their respective Employment Agreements; or

- (vi) in the case of a Director other than an Investor Director or a Founder Director, if a majority of his co-Directors (including the consent of an Investor Majority) serve notice on him in writing, removing him from office.

3.3 Committees of the Board

- (a) The Board, with the consent of an Investor Majority, may establish committees of the Board from time to time.
- (b) With the exception of the committees set out in clauses 3.3(c) and 3.3(d) below, any committee of the Board shall be made up of up to three (3) directors of which one (1) shall be a Founder Director, one (1) shall be an Investor Director and one (1) shall be an Independent Director, unless otherwise agreed by the Board with the consent of an Investor Majority. Notwithstanding the foregoing, no Founder Director shall be a member of the audit and risk committee, as constituted from time to time.
- (c) As soon as practicable following the date of this Agreement, the Company shall constitute the following committees of the Board:
 - (i) an audit and risk committee. Annalisa Jenkins, David Norton and Robert McQuade shall be the initial members of the audit and risk committee and Annalisa Jenkins shall be the chair of such committee; and
 - (ii) a remuneration and leadership development committee. David Norton, Annalisa Jenkins and Florian Brand shall be the initial members of the remuneration and leadership development committee and David Norton shall be chair of such committee.
- (d) If the Board establishes a nominations and governance committee following the date of this Agreement, the parties acknowledge and agree that: (i) GG; and (ii) one of either the Seed Investor Director or the ATAI Director, shall be members of such committee.
- (e) The Company agrees that within two (2) months following the date of this Agreement it shall have adopted appropriate terms of reference in respect of all committees of the Board then constituted.

3.4 Quorum and Acts of the Board

- (a) Subject to the Articles and the other provisions of this Agreement, the Board shall have full and complete discretion to manage and control the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company.
- (b) At all duly called meetings of the Board, a quorum shall consist of at least three (3) Directors, of whom two (2) must be Founder Directors and one (1) an Investor Director.
- (c) In a situation where a meeting of the Board is inquorate due to the non-attendance of two (2) Founder Directors and one (1) Investor Director, such meeting (with the same agenda) shall be reconvened at the same time and place not earlier than 5 Business Days later, and at such reconvened meeting (provided no changes are made to the agenda), any two Directors shall constitute a quorum, for the transaction of business.

3.5 Electronic communications

This Agreement shall not restrict Directors from participating in any meeting of the Board or a Subsidiary Board (or any committee thereof) by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other and such participation in a meeting shall constitute presence in person at the meeting.

3.6 Compensation of Directors

Each Director shall be reimbursed by the relevant Group Company for all reasonable out-of-pocket expenses (including all reasonable travel and accommodation expenses) which the directors properly incur in connection with their attendance at: (a) meetings of the Board; (b) general meetings; and (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, in each case in accordance with: (i) if applicable, the terms of their appointment letter, Employment Agreements or similar with the relevant Group Company; and (ii) the Group's expenses policy, from time to time incurred by them in connection with their service on the Board or on each Subsidiary Board, as applicable, or any committee thereof. Each Director (other than a Founder Director whose annual compensation shall be specified in their respective Employment Agreements (if any)) shall be entitled to reasonable annual compensation as may be determined by the Board or the relevant Subsidiary Board, as applicable, or a committee thereof, payable quarterly in arrears provided that any Seed Investor Director, B Investor Director, MSRD Director and/or ATAI Director shall not be entitled to any annual compensation without the consent of the Founders.

3.7 Scientific Advisory Board

3.8 The parties hereby acknowledge and agree that the Company shall maintain the existence of the Scientific Advisory Board and that: (i) the continued existence of the Scientific Advisory Board; and (ii) the future appointment of individuals to the Scientific Advisory Board, shall be at the sole discretion of the Founders.

3.9 Each member of the Scientific Advisory Board shall be reimbursed by the relevant Group Company for all reasonable out-of-pocket expenses (including all reasonable travel and accommodation expenses) in accordance with: (i) if applicable, the terms of their appointment letter, Employment Agreements or similar with the relevant Group Company; and (ii) the Group's expenses policy, from time to time incurred by them in connection with their service on the Scientific Advisory Board.

3.10 Information and inspection rights

- (a) The Company will:
 - (i) use reasonable endeavours to deliver to each Investor audited annual financial statements within one hundred and twenty (120) days of the end of each financial year;
 - (ii) deliver to each Investor unaudited monthly financial statements (such statements to be prepared in accordance with UK GAAP) within thirty (30) days of the end of each month;

- (iii) deliver to each Investor bi-annual business plans including a comprehensive operating budget forecasting the Company's/Group's revenues, expenses, and cash position on a month-to-month basis for the upcoming six months (commencing 1 January and 1 July respectively) (a "**Business Plan**"), to be delivered not later than 30 November and 31 May (respectively);
 - (iv) deliver to each Investor quarterly summaries of achievements by the Group within thirty (30) days of the end of each quarter;
 - (v) deliver to each Investor at the cost of the relevant investor (where additional third party costs would be incurred in meeting such request) any information or documentation relating to any Group Company as is required in connection with any US tax return or filing which any such Investor or any of its Affiliates are required to make;
 - (vi) deliver to each Investor such other information concerning the business and affairs of the Group as an Investor may, from time to time, reasonably request;
 - (vii) deliver to each Investor, on a quarterly basis, an at the cost of the relevant Investor (where additional third party costs would be incurred in meeting such request) the Company's or the Group's 409A valuation report pursuant to Section 409A of the Code, as amended, or any UK equivalent; and
 - (viii) once filed, deliver to each Investor the Company's or the Group's annual tax returns.
- (b) Each Investor (acting through any of its employees and/or professional advisers) shall have the right (exercisable on not less than five (5) Business Days' written notice to the Company) during normal business hours on any Business Day to:
- (i) inspect all books and records of any Group Company, including but not limited to all reporting systems, collation systems and other management, financial, banking, and informational systems, practices and procedures financial or management information relating to the Group; and
 - (ii) to attend and inspect any premises owned or occupied by the Group and to meet with, and to have full explanations of matters concerning the Group from, the Founders and other senior managers (from time to time) of the Group.
- (c) Each Director appointed by a Shareholder shall be entitled to disclose to their appointing Shareholder (which, in the case of the B Investor Director and the Seed Investor Director, shall be the B shareholders and the Seed Investors (respectively), and, in the case of the MSRD Director, to MSRD or any of its Affiliates) such information concerning the Group as that Director from time to time thinks fit (subject always to that Director's fiduciary duties and applicable laws).

3.11 If any party to this Agreement requires that another party deliver any information within its possession or under its control and such information is reasonably requested by the requesting party to satisfy any anti-money laundering or know your client obligations imposed on the

requesting party, such party of whom the information is requested shall promptly provide the information requested to the extent reasonable to provide.

4. **RIGHTS OF INVESTOR SHARES**

4.1 **Investor Shares**

Subject to clause 5.1, the Investor Shares shall be entitled to the rights and privileges as set forth in this Agreement and the Articles, including but not limited to, the right to receive a Liquidation Preference.

4.2 **Conversion**

- (a) Each holder of Investor Shares may at any time convert all, or any part of, its holding of Investor Shares into a number of Ordinary Shares on a 1:1 basis, being adjusted in case of any consolidation or subdivision of Shares.
- (b) Such right of conversion may be effected by notice (a "**Conversion Notice**") in writing given to the Company signed by the holder of the relevant Investor Shares.
- (c) Subject to clause 4.2(e) below, conversion of Investor Shares that are the subject of a Conversion Notice shall take effect upon receipt by the Company of such notice (or, if later, upon satisfaction of any further conditions so specified in such Conversion Notice) and no further director or Shareholder act or authorisation shall be required to effect such conversion.
- (d) The conversion set forth in this clause 4.2 shall be executed in such manner as required to comply with applicable laws.
- (e) Without prejudice to the rights set out clauses 4.2(a) to (d) above, upon an Insolvency or Exit Event Notice in accordance with clause 15.3 and/or upon any holder of Investor Shares becoming aware of any potential Insolvency Event or Exit Event, each holder of Investor Shares shall be entitled to issue a Conversion Notice which is stated as being conditional upon an Insolvency Event or Exit Event occurring, in which case:
 - (i) such conversion shall be deemed to occur immediately prior to the Insolvency Event or the Exit Event; and
 - (ii) if the Insolvency Event or Exit Event does not occur within the time period stated in the Conversion Notice, such Conversion Notice shall be deemed revoked and the provisions of this clause 4.2 shall apply again in relation to the rights of the holders of Investor Shares to serve another Conversion Notice in relation to such Investor Shares.

4.3 **Mandatory Conversion**

- (a) All of the Investor Shares shall automatically convert into a number of Ordinary Shares on a 1:1 basis, being adjusted in case of any consolidation or sub-division of Shares immediately on the occurrence of (i) an Approved Listing; or (ii) the written consent of the holders of at least three-quarters (75 per cent.) of the B Shares.
- (b) Where conversion is mandatory on the occurrence of an Approved Listing, that conversion will be effective only immediately prior to and conditional upon such Approved

Listing taking place. If the Approved Listing does not become effective or does not take place, such conversion shall be deemed not to have occurred.

4.4 Fractional Entitlements

If any holder of Investor Shares becomes entitled to fractions of an Ordinary Share as a result of conversion in accordance with clause 4.2 or 4.3 ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company, or failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purposes of the sale.

5. PRE-EMPTION RIGHTS ON ISSUE

5.1 Unless otherwise agreed by special resolution, no member of the Group shall allot or issue (or agree to allot or issue) (a "**New Issue**") any Relevant Securities (other than by way of Permitted Issue) ("**New Securities**") unless the Company has first offered each Shareholder the right to subscribe on the same terms (including, without limitation, as to price) as are proposed to be offered pursuant to such New Issue in accordance with the provisions of this clause 5.

5.2 An offer made by the Company pursuant to the provisions of this clause 5 shall be in writing and shall include details of:

- (a) the terms of the New Issue (the "**Terms of Issue**");
- (b) the period during which the offer may be accepted (which shall be not less than 15 Business Days, and not more than 30 Business Days, as from the date of the offer) (the "**Offer Period**");
- (c) the maximum number of New Securities as may be comprised in the New Issue (the "**Total Number**"); and
- (d) the number of such New Securities as may be initially allocated to each person to which the offer is so made (an "**Initial Entitlement**") on a pro rata basis by reference to the number of Shares held by that Shareholder as a proportion of the total number of Shares held by all Shareholders.

5.3 A Shareholder may accept an offer so made to it pursuant to this clause 5 by written notice to the Company, which notice shall state the maximum number of New Securities it desires to so subscribe (which may not exceed the Initial Entitlement).

5.4 At the end of the Offer Period (or, earlier, upon all Shareholders having accepted (or waived their rights under) such offer) the Company shall determine the final allocation of New Securities to each Shareholder (a "**Final Entitlement**") as follows:

- (a) each Shareholder shall be allocated a number of New Securities in respect of which it has accepted the offer up to its Initial Entitlement;
- (b) any allocation of any fraction of any New Security may, at the option of the Board, be disregarded; and

- (c) in no event shall the Final Entitlement of a Shareholder exceed the maximum number of New Securities which such person desires to subscribe as stated in its acceptance of the offer or the Initial Entitlement,

and, thereafter, the Company shall give written notice to each Shareholder confirming its Final Entitlement whereupon such person shall be bound to subscribe such New Securities pursuant to the Terms of Issue.

- 5.5 To the extent the Total Number of the New Securities exceeds the aggregate of the Final Entitlements of all Shareholders, then the Company shall be free to allot and/or issue (and/or agree to allot and/or issue) such excess New Securities on the Terms of Issue to such persons as the Board shall determine (provided that such allotment and/or issue is made, or an agreement to so allot and/or issue is entered into, during the period of 75 days following the date on which the Final Entitlements are notified to each Shareholder by the Company pursuant to clause 5.4 above).
- 5.6 The provisions of clauses 5.1 to 5.5 shall not apply to any shares issued pursuant to a Holding Company Reorganisation or any shares or securities issued on a Listing.

6. DEED OF ADHERENCE

- 6.1 None of the Shareholders shall effect any transfer, mortgage, charge or otherwise dispose of the whole or any part of his interest in, or grant any option or other rights over, any Shares nor shall the Company issue any shares or equity securities (as defined in section 560 of the Act), to any person who is not a party to this Agreement, in each case, without first obtaining from the transferee or subscriber (the "**Adhering Shareholder**") a Deed of Adherence.
- 6.2 The Deed of Adherence shall be in favour of the Company, the Shareholders and any other parties to this Agreement and shall be delivered to the Company at its registered office and to the Shareholders. The parties agree to procure that the Company shall not: (i) issue any Shares or other Relevant Securities of the Company to any person; and/or (ii) register the transfer of any Shares to any person, unless that person is already a party to this Agreement or has executed and delivered a Deed of Adherence as the case may be.
- 6.3 The Adhering Shareholder shall provide any information within its possession or under its control which the Company, acting reasonably, may request. On a reasonable basis, the Company may refuse to: (i) issue any Shares or other equity securities to the Adhering Shareholder; and/or (ii) register the transfer of any Shares to the Adhering Shareholder if such requested information is not provided to the Company.

7. SHARE TRANSFERS

7.1 Restrictions on Transfer

- (a) Subject to clause 8.1(b) but notwithstanding any other provision of this Agreement, neither GG nor any B Investor may transfer all or any of their Shares (or any interest derived therefrom, including any rights to any dividend on such Shares) (the "**Locked Shares**"), for a period starting on the Completion Date and ending on the day following the first anniversary of the Completion Date (the "**Lock-in Period**").
- (b) During the Lock-in Period, no transfer of any Locked Shares or any interest in Locked Shares may be made except pursuant to this Agreement. In particular, neither GG nor the

B Investors may: (i) transfer any Locked Shares; (ii) transfer any interests in Locked Shares; or (iii) create any Encumbrance over any Locked Shares, other than:

- (i) to a Permitted Transferee;
 - (ii) with the written consent of all of the other Shareholders;
 - (iii) to any other Shareholder;
 - (iv) on or any time after an Approved Listing;
 - (v) in accordance with the provisions of clause 11 (the "**Tag Along Right**") or to effect a sale of the entire issued share capital of the Company pursuant to clause 11; or
 - (vi) in the case of GG, pursuant to a WildeCo Transfer or a Founder Transfer.
- (c) Notwithstanding anything to the contrary in this Agreement, no transfer or pledge of any Shares or any interest in Shares may be made to a Competitor (except with the consent of the Board).
- (d) In case any Permitted Transferee of a Shareholder ceases to be either a Permitted Transferee or in the case of shares held by MSRD, an Affiliate of MSRD at any time, any Shares held by such person must be promptly returned to the relevant Shareholder within ten (10) Business Days of such cessation. In case of any failure to do so, the provisions of clause 12 (*Change of Control*) shall apply *mutatis mutandis* in relation to the obligation of such Permitted Transferee to transfer such Shares to the Company or as directed by the Company, save that for such purpose the Company shall act upon direction of the Investor Majority.

7.2 Share Transfers

The provisions of clauses 7.3 to 7.6 shall apply in respect of a proposed transfer of Shares (a "**Proposed Sale**") by any Shareholder, who wishes to transfer any Share(s) (other than in relation to a WildeCo Transfer, a Founder Transfer or otherwise to a Permitted Transferee) (the "**Seller**").

7.3 Transfer Notices

- (a) The Seller shall first give a transfer notice to the Company (a "**Transfer Notice**").
- (b) A Transfer Notice shall appoint the Company as the Seller's agent for the sale of the Shares specified therein (the "**Sale Shares**").
- (c) A Transfer Notice shall specify:
- (i) the number and class of Sale Shares;
 - (ii) a cash price per Share at which the Sale Shares are offered for sale (the "**Sale Price**"); and
 - (iii) the name of the person(s) (the "**Proposed Buyer(s)**") (if any) to whom the Seller wishes to sell the Sale Shares to (if any).
- (d) A Transfer Notice may not be conditional.

- (e) A Transfer Notice shall be irrevocable except with the consent of the Board (with approval of an Investor Majority) and a Seller may not transfer any Sale Shares which are the subject of a Transfer Notice other than as permitted by this clause 7.

7.4 Offer of Sale Shares

- (a) The Company shall promptly and in any event, within 5 Business Days after the date of service of a Transfer Notice, send to each Shareholder (other than the Seller and any other person(s) then offering Shares pursuant to any further Transfer Notice(s) (or any associate or Affiliate of any of the foregoing)) (together the "**Eligible Shareholders**") written notice offering the Sale Shares for sale and providing details of:
 - (i) the matters specified in the Transfer Notice;
 - (ii) the period during which the offer of Sale Shares may be accepted (which shall be a period of 15 Business Days as from the date of the notice so given by the Company) (the "**Sale Period**"); and
 - (iii) the number of Sale Shares as may be initially allocated for purchase by such Eligible Shareholder (an "**Initial Allocation**") on a pro rata basis by reference to the number of Shares held by that Eligible Shareholder as a proportion of the total number of Shares held by all Eligible Shareholders.
- (b) During the Sale Period an Eligible Shareholder may by written notice to the Company accept the offer so made to it, in which event its acceptance notice shall state the maximum number of Sale Shares the Eligible Shareholder desires to so purchase (which may not exceed the total number of Sale Shares). The number of Sale Shares an Eligible Shareholder so desires to purchase in excess of its Initial Allocation are referred to as "**Excess Shares**".
- (c) Within 5 Business Days after the end of the Sale Period (or, if earlier, upon all Eligible Shareholders having accepted (or waived their rights under) such offer) the Company shall determine the final allocation of Sale Shares to each Eligible Shareholder (a "**Final Allocation**") as follows:
 - (i) each Eligible Shareholder shall be allocated a number of Sale Shares in respect of which it has accepted the offer up to its Initial Allocation;
 - (ii) to the extent an Eligible Shareholder has not accepted the offer in respect of the whole of its Initial Allocation then the unallocated balance of its Initial Allocation shall be re-allocated as between such other Eligible Shareholders who desire to purchase Excess Shares. Such unallocated Sale Shares shall be allocated between such other Eligible Shareholders on a pro rata basis by reference to the number of Shares held by each such Eligible Shareholder (subject always to (iv) below). Unallocated Sale Shares shall continue to be allocated amongst Eligible Shareholders *mutatis mutandis* in accordance with the foregoing provisions of this sub-clause 7.4(c) until all Sale Shares are so allocated (or, if earlier, until no Eligible Shareholder desires to purchase any further Sale Shares (as stated in its acceptance of the offer));

- (iii) any allocation of any fraction of any Sale Share may, at the option of the Board, be disregarded or allocated by lot as between Eligible Shareholders desiring to purchase such Sale Share; and
- (iv) in no event shall the Final Allocation of an Eligible Shareholder exceed the maximum number of Sale Shares which such person desires to purchase as stated in its acceptance of the offer.

7.5 Sale to Eligible Purchasers

- (a) Promptly and in any event within 5 Business Days after the date on which the Final Allocations are determined, the Company shall give written notice (an "**Allocations Notice**") to each Eligible Shareholder and the Seller setting out details of the Final Allocations.
- (b) Save where all Final Allocations are nil, the Allocations Notice shall specify a date (the "**Sale Date**") (being no sooner than 10 Business Days, and no later than 15 Business Days, from the date of such notice) on which it is proposed that the sale and purchase of Sale Shares in accordance with the Allocations Notice shall occur.
- (c) On the Sale Date, each Eligible Shareholder shall purchase, and the Seller shall sell with full title guarantee free from all encumbrances and third party interests, the Sale Shares the subject of such Eligible Shareholder's Final Allocation at the Sale Price per Sale Share and:
 - (i) the Seller shall deliver a duly executed instrument of transfer in respect of such Sale Shares to the Eligible Shareholder (or to the Company to be received on trust for such Eligible Shareholder) together with the share certificate in respect thereof (or an indemnity in a form approved by the Board in respect of any lost or destroyed certificate); and
 - (ii) such Eligible Shareholder shall pay to the Seller (or to the Company to be received on trust for the Seller) the aggregate price payable at the Sale Price in respect of the Sale Shares to be so purchased by the Eligible Shareholder.
- (d) If the Seller defaults in complying with its obligations under clauses 7.3, 7.4 and this clause 7.5, then any Director shall be entitled to execute, or to authorise and instruct such person as he thinks fit to execute, the necessary instruments of transfer, and (where applicable) indemnity, on behalf of the Seller and deliver the same to the relevant Eligible Shareholder(s) entitled thereto, subject to such Eligible Shareholder(s) having complied with their obligations under clause 7.3.
- (e) The Seller hereby appoints each and any Director from time to time irrevocably, and by way of security for the performance of the Seller's obligations under this clause 7, as its attorney or attorneys to execute any agreement or document required to be executed by the Seller under this clause 7 including, without limitation, any transfer of Sale Shares, provided always that this power of attorney shall not apply in respect of any Sale Shares where the relevant Eligible Shareholder(s) has failed to tender payment for the relevant Sale Shares or to comply with any of its or their other obligations under this clause 7.

7.6 Sale to Proposed Buyer(s)

- (a) Conditional upon the Seller's compliance with clause 7.2 to 7.5, to the extent that any Sale Shares are not the subject of the Final Allocations (the "**Unallocated Shares**"), the Seller shall be entitled during the period of 30 Business Days subsequent to the date of the Allocations Notice to transfer the entire legal and beneficial interest in any of those Unallocated Shares to the Proposed Buyer(s) named in the Transfer Notice (or an Affiliate thereof).
- (b) Any transfer of Unallocated Shares pursuant to clause 7.6(a) above must be made at a price per Share not less than the Sale Price.

8. HOLDING COMPANY REORGANISATION

- 8.1 In the event of a Holding Company Reorganisation in respect of an Approved Listing (a "**Proposed Reorganisation**"), all Shareholders and/or shareholders in CPHL (as applicable) shall (i) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (ii) take all necessary actions to tender their shares required to effect the Proposed Reorganisation (the "**Reorganisation Actions**"). The Shareholders and/or the shareholders in CPHL shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are necessary and required by the Board to facilitate the Proposed Reorganisation provided that nothing in this clause 8 shall require any Shareholder and/or shareholders in CPHL (as applicable) to (a) take any unlawful action or step, (b) incur any liabilities, obligations, including but not limited to taxes, levies, fines or other liabilities or obligations owed by any Shareholder or shareholder in CPHL (as applicable) to any Tax Authority, or (c) contribute more costs as a consequence of the Reorganisation Actions, except, in each case, to the extent that such liabilities, obligations or costs (other than liabilities, obligations or costs owed to any Tax Authority) are deemed by the Board (acting reasonably) to be immaterial. If any Shareholder and/or shareholder in CPHL (as applicable) fails to comply with the provisions of this clause 8, the Company shall be constituted the agent of each defaulting Shareholder and/or shareholder in CPHL (as applicable) for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder or shareholder in CPHL (as applicable) the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form. Prior to the consummation of the Proposed Reorganisation or any of the Reorganisation Actions contemplated thereby, the Company or CPHL (as applicable) shall provide each B Investor with reasonable notice of the Proposed Reorganisation and a detailed steps-memo prepared by the Company's accountants describing the Proposed Reorganisation, and the Company and/or CPHL (as applicable) shall discuss and consider in good faith the Proposed Reorganisation with such B Investors.
- 8.2 CPHL or the Company (as applicable) shall procure that any Holding Company shall ensure that the shares issued by it to its shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid and which new shares shall be subject to the constitutional documents of the Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other Holding Company shares of the same class in issue at the time.
- 8.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder or a shareholder in CPHL (as applicable) pursuant to the exercise of a pre-existing option to acquire shares in CPHL or the Company or pursuant to the conversion of any convertible security of the Company, of CPHL or otherwise (a "**New Reorganisation**")

Shareholder"), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the Holding Company, and the provisions of this clause shall apply with the necessary changes to the New Reorganisation Shareholder provided that nothing in this clause 8 shall require any such New Reorganisation Shareholder to take any unlawful action or step.

- 8.4 The obligations of each Shareholder and/or shareholder of CPHL (as applicable) pursuant to this clause 8 shall be absolute save that where the fulfilment of such obligation is not within the reasonable control of such Shareholder and/or shareholder of CPHL (as applicable), the obligations of such Shareholder and/or shareholder in CPHL (as applicable) shall be to use its reasonable endeavours to fulfil the obligation.
- 8.5 The Board shall not require any Investor, pursuant to this clause 8, to take any action which would have a material adverse and disproportionate effect on that Investor as compared to other Shareholders and/or shareholders in CPHL (as applicable).

9. LISTING

- 9.1 In the event of an Approved Listing, each Shareholder and/or shareholder in CPHL (as applicable) shall (subject to clause 9.6) take all steps necessary to implement such Approved Listing on such terms as are approved by the Board, including:
- (a) consenting to, voting for, raising no objections to and waiving any applicable rights as is necessary or desirable (in the opinion of the Board) to:
 - (i) give effect to a Holding Company Reorganisation in accordance with clause 8;
 - (ii) adopt new articles of association of CPHL, the Company or any Holding Company, in a form appropriate for a public listed company at the relevant time listed on the relevant investment exchange;
 - (iii) re-registering the Company or any Holding Company as a public listed company (if applicable); and
 - (iv) make all applications needed to a relevant investment exchange to apply for the listing or registration of any shares;
 - (b) the entry into an underwriting agreement by CPHL, the Company, the Shareholders and the underwriters, on terms approved by the Board; and
 - (c) the entry into any agreements required to effect the Lock-Up Restriction (as defined in clause 9.2, below).
- 9.2 The parties agree that if the Board accepts restrictions, subject to the customary exceptions, on the sale of the shares or securities in the Company, or any Holding Company, as appropriate, the same restrictions (up to a maximum of 180 days) shall, subject to the customary exceptions, apply equally to the Shareholders in respect of the same proportion of the shares or securities held by each of them respectively immediately prior to the Approved Listing (each being a "**Lock-Up Restriction**"), if reasonably negotiated and consulted with by the managing underwriter.

9.3 Clause 10.2:

- (a) shall not apply to the sale of any Ordinary Shares to an underwriter pursuant to an underwriting agreement; and
- (b) shall only be applicable to the Shareholders if all officers, directors and greater than five percent (5%) of the Shareholders of the Company enter into similar agreements.

9.4 Notwithstanding any other provision of this Agreement, each party agrees to be bound by the provisions of Schedule 6 with respect to the Registration Rights.

9.5 The Company agrees that: (a) one representative of MSRD; (b) one representative of ATAI; and (c) subject to ATAI holding at least 22.5 per cent. of the Company's Fully Diluted Share Capital, one further representative of ATAI, will each have the option (at each of MSRD and ATAI's respective election) to be appointed to the Board of Directors (or the board of directors of any Holding Company) at the time of an Approved Listing.

9.6 The Board shall not require any Investor, pursuant to this clause 9, to take any action which would have a material adverse and disproportionate effect on that Investor as compared to other Shareholders.

10. **TAG-ALONG RIGHT**

10.1 Subject to clause 7.1 (*Restrictions on Transfer*) above, no transfer of any Shares may be made by:

- (a) a Founder, other than by way of a Founder Transfer or a WildeCo Transfer; or
- (b) any Shareholder or Shareholders if it is in respect of more than 50 per cent. of the fully diluted share capital of the Company (in one or a series of transactions),

(the "**Selling Shareholder(s)**") (a "**Proposed Tag-Along Transfer**") unless the proposed third party purchaser of the Selling Shareholder(s)' Shares (the "**Acquiror**") has: (i) given to all of the other Shareholders ("**Tagged Shareholders**") not less than 15 Business Days' notice in writing in advance of the proposed sale (a "**Tag-Along Notice**"); and (ii) made a bona fide offer to purchase all of the Shares held by the Tagged Shareholders, subject to clause 10.6 below on the same terms and conditions (including, as to price per Share, time of payment and form of consideration) as to be paid and given to and by the Selling Shareholder(s).

10.2 The Tag-Along Notice shall specify:

- (a) the identity of the proposed Acquiror;
- (b) the price per share which the Acquiror is proposing to pay for each Share;
- (c) subject to clause 10.6 below, the manner in which the consideration is to be paid;
- (d) the number of Shares which the Selling Shareholder(s) propose to sell; and
- (e) the address where a counter-notice should be sent.

10.3 Each Tagged Shareholder shall be entitled, within 15 Business Days of receipt of the Tag-Along Notice, to notify the Selling Shareholder(s) that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a notice ("**Acceptance Notice**") to the Selling

Shareholder(s) specifying the number of Shares that such Tagged Shareholder wishes to sell. Any Tagged Shareholder who does not send an Acceptance Notice within such 10 Business Day period shall be deemed to have specified that they wish to sell no Shares.

10.4 Following the expiry of 15 Business Days from the date the Tagged Shareholders receive the Tag-Along Notice, the Selling Shareholder(s) shall be entitled to sell to the Acquiror on the terms notified to the Tagged Shareholders such number of Shares not exceeding the number specified in the Tag-Along Notice, provided that at the same time the Acquiror purchases from the Tagged Shareholders the number of Shares that they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder(s) from the Acquiror.

10.5 No sale by the Selling Shareholder(s) shall be made pursuant to any Tag-Along Notice:

- (a) more than three (3) months after service of that Tag-Along Notice; and
- (b) unless the Acquiror also completes the acquisition of the relevant Shares of those Tagged Shareholders who have issued an Acceptance Notice simultaneous with the sale and purchase of its Selling Shareholder Shares.

10.6 In respect of any transaction that is subject to a Tag-Along Notice:

- (a) a Tagged Shareholder shall not be obliged to give any representations, warranties or indemnities save for a warranty as to capacity to enter into an agreement to sell and to give full title guarantee in respect of the Shares transferred, nor shall they be required to enter into any restrictive covenants;
- (b) any consideration payable must be: (i) paid in cash at closing; and/or (ii) satisfied at closing in securities traded on a recognised investment exchange under terms that the recipient is able to sell such securities at closing for an equivalent cash amount; and
- (c) such transaction shall not, without approval of an Investor Majority, include, in respect of any Tagged Shareholder:
 - (i) any element of deferred or contingent consideration, other than deferred or contingent consideration which: (A) in aggregate comprises not more than 10 per cent of the total consideration payable under such Proposed Tag-Along Transfer to the Tagged Shareholder(s); and (B) in respect of which any deferral or contingency period is not more than 1 calendar year; and
 - (ii) any non-cash consideration, save as specified in clause 10.6(c)(i).

11. DRAG-ALONG

11.1 Subject to clause 11.10 below and without prejudice to the rights of the Investors under clauses 7 and 10 above, if the Majority Shareholders wish to sell all their interest in Shares ("**Majority Selling Shareholders**") and find a bona fide arm's-length third party purchaser (the "**Purchaser**") and agree terms for the sale to the Purchaser of their Shares (a "**Proposed Drag-Along Sale**") the Majority Selling Shareholders shall have the option (the "**Drag-Along Option**") to compel each other holder of Shares (the "**Dragged Shareholders**") to sell and transfer all of their Shares to the Purchaser or as the Purchaser may direct subject to the same terms and conditions (including, as to price per Share, time of payment and form of consideration) as agreed by the Majority Selling Shareholders. For the avoidance of doubt, any transaction pursuant to this clause 11 shall constitute an Exit Event for the purposes of this Agreement.

- 11.2 The Majority Selling Shareholders may exercise the Drag-Along Option by giving a written notice (the "**Drag-Along Notice**") to the Company and the Company shall, within 10 Business Days of receipt of such notice, send a copy of the same in writing to each Shareholder specifying:
- (a) that the Dragged Shareholders are required to transfer their Shares;
 - (b) the identity of the Purchaser;
 - (c) the price per Share which the Purchaser is proposing to pay for each Share of each class (which shall reflect the liquidation preference) (the "**Drag Price**");
 - (d) subject to clause 11.4 below, the manner in which the consideration is to be paid;
 - (e) the proposed date of transfer; and
 - (f) subject to clause 11.4 below, the form of sale agreement or form of acceptance or any other document of similar effect which the Dragged Shareholders are required to sign in connection with the sale (the "**Sale Agreement**").
- 11.3 Any Drag-Along Notice shall be irrevocable, save that it shall lapse and have no further effect if the Proposed Drag-Along Sale has not completed and the Shares have not been transferred to the Purchaser within ninety (90) days of the date of the Drag-Along Notice. The Majority Selling Shareholders shall be entitled to serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice.
- 11.4 In respect of any transaction that is subject to a Drag-Along Notice:
- (a) any consideration payable must be: (i) paid in cash at closing and/or in accordance with the provisions of clause 11.4(b)(i), below; and/or (ii) satisfied at closing in securities traded on a recognised investment exchange under terms that the recipient is able to sell such securities at closing for an equivalent cash amount; and
 - (b) such transaction shall not, without the approval of an Investor Majority, include, in respect of any Dragged Shareholder:
 - (i) any element of deferred or contingent consideration, other than deferred or contingent consideration which: (A) in aggregate comprises not more than ten (10) per cent of the total consideration payable under such Proposed Drag-Along Sale to the Dragged Shareholder(s); and (B) in respect of which any deferral or contingency period is less than one (1) calendar year; and
 - (ii) any non-cash consideration, save as specified in clause 11.4(b)(i).
- 11.5 Within 15 Business Days of the Company sending the Drag-Along Notice to each other Shareholder (or such later date as may be specified in the Drag-Along Notice) in accordance with clause 21.1(a) (the "**Drag Completion Date**"), each Dragged Shareholder shall deliver:
- (a) a duly executed stock transfer form in respect of his/her Shares in favour of the Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity in respect of any lost, damaged or destroyed certificate, in a form acceptable to the Board) to the Company; and

- (c) subject to clause 11.10, a duly executed counterpart of the Sale Agreement, if applicable, in the form specified in the Drag-Along Notice or as otherwise specified by the Company,

(together the "**Drag Documents**").

- 11.6 On the Drag Completion Date, the Purchaser shall pay to the Company, the price per Share paid by the Purchaser to the Majority Selling Shareholders in respect of each Share to be transferred by the Dragged Shareholders (or, if higher in respect of each Share, the price per share calculated by applying the liquidation preference). The Company's receipt of the consideration in respect of the Shares shall be a good discharge by the Purchaser and the Company shall hold such sum on trust for each Dragged Shareholder without any obligation to pay interest.
- 11.7 If a Dragged Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be appointed as the agent of each such defaulting Dragged Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Dragged Shareholder's Shares pursuant to this clause 11 and the Directors shall, if requested by the Purchaser, authorise any Director to transfer the Dragged Shareholder's Shares on the Dragged Shareholder's behalf to the Purchaser to the extent the Purchaser has, by the Drag Completion Date, paid the consideration to the Company for the Dragged Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Dragged Shareholder shall surrender his share certificate for his Shares (or suitably executed indemnity) to the Company. On surrender, he shall be entitled to the consideration due to him.
- 11.8 Each Dragged Shareholder hereby appoints each and any Director from time to time irrevocably, and by way of security for the performance of that Dragged Shareholder's obligations under this clause 11, as its attorney or attorneys to execute any agreement or document required to be executed by that Dragged Shareholder under this clause 11 including, without limitation, any transfer of that Dragged Shareholder's Shares, provided always that this power of attorney shall not apply in respect of any of that Dragged Shareholder's Shares where the Purchaser has failed to tender payment for the Dragged Shareholder's Shares or to comply with any of its or their other obligations under this clause 11.
- 11.9 On any person, following the issue of a Drag-Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag-Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag-Along Notice and the New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Purchaser and the provisions of this clause 11 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.
- 11.10 Notwithstanding any other provision of this clause 11, no Investor shall be compelled to sell their Shares pursuant to a Proposed Drag-Along Sale unless:
- (a) the Drag Price (per Share) is not less than GBP 3,000 (such amount being adjusted in case of any consolidation or subdivision of Shares held by the Investors);
 - (b) any representations and warranties to be made by such Investors in connection with a Proposed Drag-Along Sale are limited to representations and warranties related to

authority, ownership and the ability to convey title to such Investor's Shares (the "**Investor Fundamental Warranties**");

- (c) the Investor shall not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Proposed Drag-Along Sale, other than the warrantors specified in any acquisition documents (the "**Warrantors**");
- (d) the liability of such Investor in the Proposed Drag-Along Sale and for the inaccuracy of any representations and warranties made by the Warrantors in connection with such Proposed Drag-Along Sale, is several and not joint with any other person, and is pro rata in proportion to the amount of consideration paid to such Investor in connection with such Proposed Drag-Along Sale (in accordance with the terms of this Agreement);
- (e) with the exception of the Investor Fundamental Warranties, the liability of each Investor shall be limited to such Investor's applicable share (determined based on the respective proceeds payable to each Investor in connection with such Proposed Drag-Along Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies to all Shareholders, except with respect to claims related to fraud by such Investor, the liability for which need not be limited as to such Investor;
- (f) the Investor is not required to enter into any restrictive covenant;
- (g) upon the consummation of the Proposed Drag-Along Sale, (i) each holder of each class or series of the Company's share capital will receive the same form of consideration for their shares of such class as is received by other holders in respect of their shares of such same class of shares, (ii) each holder of a class of Investor Shares will receive the same amount of consideration per share of such class of Investor Shares as is received by other holders in respect of their shares of such same class, (iii) each holder of Ordinary Shares will receive the same amount of consideration per share of Ordinary Shares as is received by other holders in respect of their shares of Ordinary Shares and (iv) the aggregate consideration receivable by all holders of the Investor Shares and Ordinary Shares shall be allocated among the holders of Investor Shares and Ordinary Shares on the basis of the relative liquidation preferences to which the holders of each respective class of Investor Shares and the holders of Ordinary Shares are entitled in an Insolvency Event or Exit Event (assuming for this purpose that the Proposed Drag-Along Sale is an Insolvency Event or Exit Event) in accordance with terms of this Agreement as in effect immediately prior to the Proposed Drag-Along Sale;
- (h) subject to subsection 12.10(g) above, requiring the same form of consideration to be available to the holders of any single class of shares, if any holders of a class of shares of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Drag-Along Sale, all holders of such class of shares will be given the same option; provided, however, that nothing in this subsection 11.10(h) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's shareholders; and
- (i) if such Investor is not an employee of the Company, such Investor is not required in connection with such Proposed Drag-Along Sale to agree to (i) any covenant not to compete with any party and/or (ii) any covenant not to solicit or hire customers, employees or suppliers of any party.

12. CHANGE OF CONTROL

12.1 In relation to any Shareholder which is a Corporate Entity in respect of which an Unapproved Change of Control occurs, if requested by the Company, such Shareholder shall either:

- (a) within ten (10) Business Days of a written request from the Company procure the reversal of such Unapproved Change of Control; or
- (b) within twenty (20) Business Days of a written request from the Company (following the expiry of any period referred to in clause 12.1(a)) or (if later) determination of Fair Market Value (the "**Compulsory Transfer Date**"), transfer all Shares it holds to the Company, or as directed by the Company (the "**Compulsory Transfer Shares**") at a 10 per cent. discount to the Fair Market Value of such Shares as at the date on which the Unapproved Change of Control occurred.

12.2 If the Shareholder to which clause 12.1 refers to fails to effect such transfer by the Compulsory Transfer Date, the Company and each Director shall be appointed as the agent of such defaulting Shareholder to take such actions and enter into any agreements or documents as are necessary to effect the transfer of the Compulsory Transfer Shares pursuant to this clause 12. The defaulting Shareholder shall surrender its share certificate for its Compulsory Transfer Shares (or suitably executed indemnity) to the Company. On surrender, it shall be entitled to the consideration due to it.

12.3 For the purpose of this clause 12:

- (a) subject to clause 12.3(b), the term "**Unapproved Change of Control**" shall mean in relation to a Shareholder which is a Corporate Entity (or any Permitted Transferee thereof which is a Corporate Entity and which is holding Shares) (a "**Controlled Entity**"), such Controlled Entity ceasing to be Controlled by:

- (i) the Person(s) which Controlled such Controlled Entity as at 17 April 2020 (the "**Controller(s)**") or, in the case of MSRD and its Permitted Transferees, by Otsuka Pharmaceutical Co. Ltd; and/or
- (ii) any Privileged Relations or Trustees of the Controller(s),

in circumstances where the Company has not approved (by majority decision of the Board which excludes any director who has been appointed by or represents the Shareholder who is the subject of the Unapproved Change of Control) the relevant change of control and in each case whether Control is exercised through any legal entity, trust or otherwise, and irrespective of whether directly or indirectly Controlled;

- (b) the term "**Unapproved Change of Control**" in the case of ATAI, shall occur only in case:

- (i) Control of ATAI ceases to be held by:
 - (1) the Person(s) which Controlled ATAI on the date of this Agreement (the "**ATAI Controller(s)**"); and/or
 - (2) any Privileged Relations or Trustees of the ATAI Controller; and

- (ii) a direct Competitor (excluding any financial investor or institution to the extent that they do not, directly or indirectly, hold a relevant participation interest in the share capital of a direct Competitor) acquires Control over ATAI;

but only in circumstances where the Company has not approved (by majority decision of the Board which excludes any director who has been appointed by or represents ATAI and the Seed Investors) the relevant change of control. For the avoidance of doubt, a group reorganisation of ATAI shall not be an Unapproved Change of Control, so long as a direct Competitor does not acquire Control over ATAI as part of such reorganisation; and

- (c) the term "**Corporate Entity**" means any corporation, association, partnership (whether general or limited), limited liability company, joint venture, joint stock or other company, business trust, trust, organisation, governmental authority or other entity of any kind.

13. FOUNDER VESTING

13.1 In respect of the Shares held by the Founders as at 17 April 2020, the Parties hereby agree that:

- (a) seventy-five (75) per cent. of the Shares held by each Founder vested on 17 August 2019; and
- (b) the remaining twenty-five (25) per cent. held by each Founder began vesting in 12 equal monthly instalments commencing on 17 August 2019,

with the effect that, on 17 August 2020, all of the Shares held by the Founders shall have fully vested.

13.2 In the event that a Founder becomes a Good Leaver:

- (a) the vested Shares then held by that Founder (and his/her Permitted Transferee(s)) shall (at the election of the Founder or, if the Founder is not capable of so specifying, as specified by the personal representative of such Founder) be either kept by such Founder or transferred to: (i) the other Founder (to the extent the other Founder is not a Leaver); or (ii) a Permitted Transferee of the relevant other Founder;
- (b) the unvested Shares then held by the Founder (and his/her Permitted Transferee(s)) may be transferred to:
 - (i) such new Director(s) or manager(s) of the Group; or
 - (ii) repurchased by the Company and held in treasury,

as may be determined by the Board (with the approval of an Investor Majority). Each Founder irrevocably and unconditionally (and by way of security for the performance of its obligations in this clause 13.2(b)) appoints the Company as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all transfers or documents, acts and things which the Company may in its absolute discretion consider necessary or desirable to effect any transfer of the unvested Shares referred to in this clause 13.2(b) which such Founder is obliged, but fails, to effect in accordance with this clause 13.2(b); and

- (c) the consideration payable to the Founder (and his/her Permitted Transferee(s)) for the transfer of unvested Shares pursuant to clause 13.2(b) above shall be the Fair Market Value as at the Cessation Date.

13.3 In the event that a Founder becomes a Leaver (other than a Good Leaver):

- (a) the vested Shares held by that Founder (and his/her Permitted Transferee(s)) may:
 - (i) be repurchased by the Company and held in treasury; or
 - (ii) be retained by that Founder,as determined by the Board (with the approval of an Investor Majority).
- (b) the unvested Shares held by that Founder (and his/her Permitted Transferee(s)) may be transferred to:
 - (i) such new Director(s) or manager(s) of the Group; or
 - (ii) repurchased by the Company and held in treasury,as may be determined by the Board (with the approval of an Investor Majority) up to twelve (12) months after that Founder's Cessation Date, provided that any and all voting rights attached to the Shares held by the Founder (and his/her Permitted Transferee(s)) shall cease to apply with effect from the Cessation Date until such transfer(s) have been completed; and
- (c) the consideration payable to the Founder (and his/her Permitted Transferee(s)) for the transfer of Shares:
 - (i) pursuant to clause 13.3(a) above shall be the Fair Market Value as at the Cessation Date; and
 - (ii) pursuant to clause 13.3(b) above shall be the lower of:
 - (1) Fair Market Value as at the Cessation Date; and
 - (2) the Issue Price.

14. **CAPITAL CONTRIBUTIONS**

14.1 No Shareholder is required to make any additional capital contributions, by way of equity and/or debt, to the Company.

14.2 Any additional capital contributions in the Company and the terms thereof shall be determined solely by the Board. If the Board determines that an additional capital contribution shall be made, all Shareholders shall have pre-emptive rights to subscribe for such new shares (or securities convertible into shares, if relevant) in proportion to their holdings of Shares in the Company in accordance with clause 5 (*Pre-emption rights on issue*).

15. **INSOLVENCY OR EXIT EVENT**

15.1 For the purpose of this clause, "**Insolvency Event**" means the occurrence of any of the following events:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- (b) ceasing, or proposing to cease, to carry on the Company's business or permit the Company or its directors (or any one of them) to take any step to wind up the Company;
- (c) a composition, compromise, assignment or arrangement with any creditor of the Company; or
- (d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its assets.

15.2 Clause 15.1 above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed before it is advertised and in any event within 14 days of commencement.

15.3 Without prejudice to any other provision of this Agreement, the Founders shall use all reasonable endeavours to procure that the Investors receive written notice of any potential Insolvency Event or Exit Event (specifying the proposed timeline for such Insolvency Event or Exit Event) not later than fifteen (15) Business Days prior to the occurrence of the same (an "**Insolvency or Exit Event Notice**"), the holders of the Investor Shares may choose to either:

- (a) convert their Investor Shares into Ordinary Shares in accordance with clause 4.2; or
- (b) continue to hold their Investor Shares.

In relation to an Exit Event, where an Insolvency or Exit Event Notice is not given within the time stipulated above, the Exit Event shall not be implemented unless and until each Investor has been given fifteen (15) Business Days' notice of the Exit Event or has waived their entitlement to receive such notice or has elected either (a) or (b) above.

16. **INCENTIVE PLANS**

16.1 The Company shall maintain the MIP under which options over Ordinary Shares or Ordinary Shares may be granted to directors, employees, consultants or advisers of the Company pursuant to the MIP in such number as may be decided in accordance with clause 16.3 below subject always to the MIP Limit defined in clause 16.2 below.

16.2 The MIP shall never permit (as a total of the options over Ordinary Shares or Ordinary Shares available under the MIP) the issue of options over Ordinary Shares or Ordinary Shares which represent more than 15 per cent. of the Company's Fully Diluted Share Capital (the "**MIP Limit**").

16.3 It is agreed that the issuing of any share options under the MIP, may be effected by decision of the Board.

17. **THE BUSINESS**

- 17.1 The parties agree that the business of the Company shall be the Business.
- 17.2 The parties hereby agree and undertake to each other to use all reasonable endeavours to procure that the Business shall be conducted in the best interests of the Company.
- 17.3 Subject always to clause 32, each Shareholder undertakes to the other Shareholders to act in accordance with the Articles.
- 17.4 Each Shareholder and, separately, the Company (insofar as it may validly do so) hereby respectively severally agrees with and undertakes to the other Shareholders as follows:
- (a) to exercise all voting rights and powers of control available to him/her in relation to the Company so as to give full effect to the terms and conditions of this Agreement;
 - (b) to exercise all voting rights and powers of control available to him/her in relation to the Company to procure that:
 - (i) save with the prior consent of the Investor Majority, no Group Company shall effect any Investor Reserved Matter; and
- each Group Company complies with provisions of Part 1 of
- (ii) Schedule 4 (*Company Undertakings*);
 - (c) to procure that all third parties directly or indirectly under its Control shall refrain from acting in a manner which will prevent the Company from carrying on the Business in a proper and reasonable manner; and
 - (d) except for MSRD, to generally endeavour to promote the Business and the interests of the Company.
- 17.5 Any Shareholder may provide its consent to any of the matters required under clause 17.4(b)(i) in the following ways:
- (a) a document signed (including by electronic means) by such Shareholder or by an authorised representative of such Investor (including any person appointed by such Shareholder as a Director); or
 - (b) an email from such Shareholder expressly given such consent on behalf of such Shareholder.
- 17.6 As a separate obligation, severable from the obligations in clause 17.4, the Company agrees that:
- (a) save with the prior consent of the B Investor Director and the MSRD Director it shall not effect any Investor Director Consent Matter; and
 - (b) save with the prior unanimous consent of each of the Investor Directors, it shall not effect any Unanimous Investor Director Consent Matters, save that if the unanimous consent of each of the Investor Directors cannot be obtained, such matter shall instead require the consent of an Investor Majority.

17.7 Each Founder undertakes to:

- (a) comply with the provisions of Part 2 of Schedule 4 (Founder Undertakings); and
- (b) procure that, promptly upon receiving notice so to do from the Investor Majority, the Company convenes and holds a general meeting of the Company at short notice at such place and time as the Investor Majority shall reasonably determine at which any resolution reasonably required by the Investor Majority shall be proposed.

18. **PUBLICITY**

Subject to clause 19.3, any press release or other external media communication to be made by any party relating to the investment in the Company by the Shareholders, may only be made with the prior written approval of the Company and any Shareholder expressly mentioned in such press release or other external media communication. Notwithstanding any other provision of this Agreement, no reference to the identity of any Investor and/or any of their Affiliates, nor the terms of their investment in the Company, shall be made in any communication by any person on behalf of any Group Company, without the prior written approval of such Investor.

19. **CONFIDENTIALITY**

19.1 **Confidential information**

"**Confidential Information**" means all or any information of a confidential nature (relating to the Company or any Shareholder) disclosed (whether before or after the date of this Agreement) by or on behalf of that party to another party and all information of a confidential nature concerning the business or property of the relevant party or any business, property or transaction in which the relevant party may be or may have been concerned or interested including the terms of this Agreement, the negotiations relating to this Agreement, the subject matter of this Agreement and the involvement of the relevant party in the transactions contemplated by this Agreement.

19.2 **Confidentiality undertaking**

Except as provided in clause 19.3 (*Permitted disclosures*) or otherwise by this Agreement, each of the Company and the Shareholders shall:

- (a) keep the Confidential Information strictly confidential;
- (b) not use, reproduce or record in any medium or form any of the Confidential Information except to the extent that it is strictly necessary for the proper purposes of this Agreement;
- (c) not disclose the Confidential Information to any other person, including, in respect of the Investors, to any of their respective Affiliates, employees and legal advisors; and
- (d) procure that any company directly or indirectly Controlled by the Shareholder shall keep the Confidential Information strictly confidential.

19.3 Permitted disclosures

Clause 19.2 above does not apply to a disclosure or use of Confidential Information if:

- (a) such information is or becomes (other than through a breach of this Agreement), available in the public domain or otherwise becomes available to the public generally with such information not being deemed Confidential Information for purposes herein;
- (b) at the time of disclosure, as evidenced by the receiving party's written record, such information is/was already known to, or in possession of, the receiving party, or such information identifies or relates to work already under development by the receiving party prior to the disclosure by the disclosing party, in which case such information shall not be deemed Confidential Information for the purposes herein;
- (c) such information is or becomes into the possession of the receiving party without violation of any obligation of confidentiality, with such information not being deemed Confidential Information for purposes herein;
- (d) the disclosure or use is required by applicable law, a court of competent jurisdiction or a competent judicial, governmental, supervisory or regulatory body; or
- (e) the disclosure or use is required by a rule of a stock exchange or listing authority on which the shares or other securities in a member of the disclosing person's group are listed or traded;
- (f) the disclosure or use is required for the purpose of legal proceedings arising out of the Agreement or the disclosure is required to be made to a Tax Authority in connection with the tax affairs of a member of the disclosing person's group;
- (g) the disclosure is to any prospective purchaser of any Shares, if such prospective purchaser of Shares agrees in writing to comply with the terms of this clause 19 as if it were a party to this Agreement, to sign a Deed of Adherence to this Agreement and to be bound by the terms of the Articles;
- (h) The disclosure is by an Investor to any Affiliate or any existing or prospective partner, member, stockholder or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Affiliate that such information is confidential and directs such Person to maintain the confidentiality of such information; or
- (i) the disclosure is made to an employee, Affiliate or a professional adviser of the disclosing person, in which case the disclosing person is responsible for ensuring that the relevant person complies with the terms of this clause 19.3(i) as if it were a party to this Agreement.

19.4 Consultation required before a permitted disclosure

The Shareholders may only make a disclosure in the circumstances contemplated by clause 19.3(a) or (e) above if, before making the disclosure, it has consulted with the Company, and taken into account the Company's requirements as to the timing, content and manner of making the disclosure to the extent it is permitted to do so by applicable law or regulation and to the extent it is reasonably practicable to do so.

20. **CERTAIN TAX MATTERS**

20.1 **Company ongoing tax obligations**

The Company shall:

- (a) within 90 days following the date hereof, engage and maintain hereafter (at the Company's reasonable expense) a reputable U.S. tax advisory firm reasonably acceptable to the Investor Majority to assist the Group with the U.S. tax reporting and compliance obligations set forth herein and ensure that all U.S. international reporting and filing obligations and deadlines are met;
- (b) provide such information reasonably requested by any Investor in order to assist such Investor or any person who is a direct or indirect beneficial owner of such Investor with the preparation of its United States federal income tax returns, complying with reporting obligations under the Code (including, without limitation, pursuant to Sections 6038, 6038B, 6038D or 6046A of the Code and the rules and Treasury Regulations promulgated thereunder) and other obligations under the Code, or obtaining any benefit pursuant to the Code;
- (c) (i) as soon as practicable, but in any event within seventy five (75) days after the end of each fiscal year of the Company, examine and make a determination of its PFIC status, and the PFIC status of its subsidiaries, and immediately notify any Investor that requests such notification if either the Company, or any of its subsidiaries, qualifies to be treated as a PFIC, (ii) as an Investor may reasonably request, provide any assistance and information related to its determination of the Company's or any of its subsidiaries' status as a PFIC and (iii) in respect of each taxable year for any portion of which the Company or any of its subsidiaries is or reasonably may be deemed a PFIC in the opinion of the Company or any Investor, as soon as practicable, but in any event, within seventy five (75) days after the end of each fiscal year of the Company, provide the statements and information (including, without limitation, a valid PFIC Annual Information Statement, substantially in the form attached hereto as Exhibit I, prepared in accordance with the provisions of the Code and Treasury Regulations promulgated thereunder) necessary to enable an Investor to comply with all provisions of the Code with respect to PFICs, including but not limited to, (A) making and complying with the requirements of a "Qualified Electing Fund" election (a "**QEF Election**") pursuant to Section 1295 of the Code, (B) filing a "protective statement" pursuant to Section 1.1295-3 of the Treasury Regulations with respect to the Company or any of its subsidiaries or (C) complying with any reporting obligations of the Investor under Section 1298(f) of the Code, as applicable;
- (d) (i) use commercially reasonable efforts to avoid becoming, or having any subsidiary become a CFC, (ii) as soon as practicable, but in any event within seventy five (75) days after the end of each fiscal year of the Company, examine its CFC status of its subsidiaries and shall immediately notify any Investor that requests such notification if it becomes either and if the Company, or any of its subsidiaries, qualifies to be treated as a CFC for any taxable year, (iii) as an Investor may reasonably request, provide assistance and the information related to its determination of the Company's or any of its subsidiaries' status as a CFC, including information as to ownership interests of other Investors and their direct and indirect owners who are United States persons (as defined in Section 7701(a)(30) of the Code), and (iv) in respect of each taxable year for any portion of which the Company or any of its subsidiaries is or may be deemed a CFC in the reasonable opinion of the Company or any Investor, as soon as practicable, but in any

event, within seventy five (75) days after the end of the fiscal year of the Company or subsidiary, as the case may be, provide the information necessary to enable each Investor or direct or indirect owner of an Investor that is a "U.S. Shareholder" of the Company (as defined below) to comply with all CFC reporting and other requirements of the Code with respect to their direct or indirect equity holdings in the Company. In the event that the Company or any of its subsidiaries is determined by counsel or accountants for any Investor to be a CFC as defined in the Code, the Company agrees to use reasonable best efforts, to the extent not materially inconsistent or incompatible with the Company's, or if applicable, any subsidiary's, then-current business objectives, to avoid generating Subpart F Income (as defined below). If it is determined, either by the Company or by any Investor or any taxing authority, that the Company or any subsidiary is or reasonably may be a CFC for any taxable year, the Company shall, no later than 45 days following the end of such taxable year, determine, and provide to any Investor that requests such notification a written report of the amount and character of any Subpart F Income, any Section 956 Amount (as defined below) and earnings and profits (as determined for U.S. federal income tax purposes) generated by such entity during such taxable year and the amount of each such Investor's pro rata portion of such Subpart F Income and Section 956 Amount (collectively, the "**CFC Allocation**"). For purposes of this Section 21.1, "**U.S. Shareholder**" means any "United States shareholder" as defined in Section 951(b) of the Code and the Treasury Regulations thereunder, "Subpart F Income" means "subpart F income" as defined in Section 952 of the Code and the Treasury Regulations thereunder, and "Section 956 Amount" means any amount described in Sections 951(a)(1)(B) and 956 of the Code and the Treasury Regulations thereunder;

- (e) not change its classification for federal income tax purposes under Section 301.7701 of the Treasury Regulations, and prevent each of its subsidiaries from changing its classification for federal income tax purposes under Section 301.7701 of the Treasury Regulations, without the consent of the Investor Majority and shall require that the Company be treated as a corporation for United States federal income tax purposes; and
- (f) use reasonable best efforts to minimize withholding taxes to the extent not materially inconsistent or incompatible with the Company's, or if applicable, any subsidiary's, then-current business objectives and to the extent that such action does not subject the Company to more than de minimis additional tax, legal or regulatory risk. Prior to applying any withholding tax to any payment to the Investor, the Company shall provide the Investor with (i) written notice of the Company's intent to withhold tax on such payment (along with its basis for reaching such determination) and (ii) a reasonable opportunity to reduce or eliminate such withholding tax. Distribution notices provided by the Company in respect of distributions to each Investor will include, or be accompanied by, information regarding any withholding tax applied to distributions received by the Company or any subsidiary or from the Company to the Investor.

21. **NOTICES**

21.1 **Service of notices, documents or other information**

- (a) Any notice, document or other information:
 - (i) if delivered personally or by hand, shall be deemed to have been delivered at the time of delivery, except as provided in clause 21.1(b) below;

- (ii) if sent to a recipient within the same jurisdiction as the sender by an internationally recognised courier, at 9.00 am on the second Business Day after the day of sending;
- (iii) if sent to a recipient outside the same jurisdiction as the sender by an internationally recognised courier, at 9.00 am on the fifth Business Day after the day of sending; and
- (iv) if sent by email, at the time of its transmission, except as provided in clause 21.1(b) below and subject to the sender not having received a delivery failure report (or similar).

(b) **Effect of delivery by hand or email after 6.00pm on a non-Business Day**

- (i) If deemed delivery under clause 21.1(a) above of a notice or other communication delivered by hand or sent by email occurs before 9.00 am on a Business Day, the notice or other communication is deemed delivered at 9.00 am on that day.
- (ii) If deemed delivery under clause 21.1(a) above of a notice or other communication delivered by hand or sent by email occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, the notice or communication is deemed to have been given at 9.00 am on the next Business Day.

- (c) In this clause 21, a reference to time is to local time in the country in which the recipient of the notice or communication is located.

22. **ADDRESSES**

The contact, address and/or email address for each party is (unless otherwise notified under clause 22.3 below):

- (a) in the case of the Company as follows:

Address: 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT

Email:

Attention: George Jay Goldsmith

With a copy to:

Address: c/o Goodwin Procter (UK) LLP, 100 Cheapside, London, EC2V 6DY

Email:

Attention:

Address: c/o Goodwin Procter LLP, 53 State Street, Ste 20, Boston, MA 02109,
United States

Email:

Attention:

- (b) in the case of the Founders and the Investors, the contact, address and/or email address set out against their name in Schedule 1 (*The Shareholders*).

22.2 Relevant time of day

In this clause, a reference to time is to local time in the country in which the recipient of the notice or communication is located.

22.3 Notification of change in notice details

A party may notify the other party of a change to any of the details for it. The notice must comply with the terms of clause 21 above and must state the date on which the change is to occur. That date must be on or after the fifth Business Day after the date on which the notice is delivered.

23. EFFECT OF CEASING TO HOLD SHARES

Save as explicitly set out herein or in relation to the Founder undertakings given at Part 2 of Schedule 4, a party shall cease to be a party to this Agreement for the purpose of receiving benefits and enforcing his rights with effect from the date he ceases to hold or beneficially own any Shares (but without prejudice to any benefits and rights accrued prior to such cessation).

24. TERMINATION

- (a) This Agreement shall continue in full force and effect from the date hereof until the earlier of the following:
- (i) all of the Shares becoming beneficially owned by any one party;
 - (ii) the Company going into liquidation, whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by all the Shareholders); or
 - (iii) a Listing,

at which point this Agreement shall terminate.

- (b) The Company and the Majority Shareholders (which shall include MSRD) (disregarding any Shares held by persons who are not party to this Agreement) may together in writing agree to the termination of this Agreement on such terms as the Company and those Shareholders may specify without the consent of any other party, save that no such termination may impose any new obligation on any person who is not a party to that written agreement to terminate this Agreement.
- (c) If this Agreement is terminated automatically pursuant to clause 24(a) or is terminated pursuant to clause 24(b), then each party's further rights, obligations and liabilities under this Agreement shall cease immediately on termination except for:
 - (i) each party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities as at the date of termination; and
 - (ii) each party's continuing rights, obligations and liabilities under this clause 24 and clauses 1, 9.4, 9.5, 18, 19, 21, 26, 28, 29, 30, 33, 38, 39 and Schedule 6.

25. AMENDMENT

No amendment, change or addition to this Agreement is effective or binding on a party unless it has been approved with the prior written consent of the Majority Shareholders; provided that if such change would impose any new obligations on a party, vary an express contractual right of that party under this Agreement or increase any existing obligation, the consent of the affected party to such change shall be specifically required.

26. WAIVER

Failure to exercise or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

27. TRANSFER OF RIGHTS AND OBLIGATIONS

27.1 Subject to clause 27.3 below, this Agreement is personal to the parties and no party shall:

- (a) assign any of his/her rights under this Agreement;
- (b) transfer any of his/her obligations under this Agreement;
- (c) sub-contract or delegate any of its obligations under this Agreement; or
- (d) charge or deal in any other manner with this Agreement or any of its rights or obligations.

27.2 Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of clause 27.1 above shall be ineffective.

- 27.3 Subject to clause 7.1, a Shareholder may assign the whole (but not part) of their rights in this Agreement to any person who has received a transfer of Shares in the capital of the Company from such person in accordance with the Articles and has executed a Deed of Adherence.

28. **RIGHTS AND REMEDIES ARE CUMULATIVE**

The rights and remedies provided by this Agreement are cumulative and do not exclude any rights and remedies provided by law.

29. **ENTIRE AGREEMENT**

Each party acknowledges that this Agreement (and all documents to be entered into pursuant to or in connection with this Agreement) and the Articles constitute the entire contract between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. This clause does not restrict the liability of any party for representations made fraudulently.

30. **INVALIDITY**

If a provision of this Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in this Agreement, but the validity or enforceability of the remaining provisions of this Agreement will not be affected.

31. **FURTHER ASSURANCE**

Each party must do, and must use all reasonable efforts to procure, so far as it is able, that any other person does:

- (a) all such further acts and things;
- (b) execute and perform such further deeds and documents; and
- (c) give such further assurances,

in each case, as may be commercially reasonably be required to give effect to this Agreement and the transactions contemplated by this Agreement.

32. **CONFLICT WITH THE ARTICLES**

Where any provision of the Articles conflicts with a provision of this Agreement, each party (other than the Company) agrees that the provisions of this Agreement prevail, and each party shall procure that the Articles are amended to the extent required to enable the Company to be administered as provided in this Agreement.

33. **SUCCESSORS AND ASSIGNS BOUND**

This Agreement is binding on each party's successors in title or assigns or (in the case of a party who is an individual) his personal representatives, but such a person is not entitled to the benefit of its provisions unless that person has entered into a Deed of Adherence.

34. **NO PARTNERSHIP OR AGENCY**

This Agreement is not to be construed as creating a partnership or an agency (except to the extent expressly described) relationship between any of the parties.

35. **SURVIVAL BEYOND COMPLETION**

Each obligation and undertaking given by each party under this Agreement continues in full force and effect notwithstanding Completion, to the extent set out in this Agreement.

36. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which when taken together constitute a single instrument.

37. **INDULGENCE**

No relaxation, forbearance, indulgence or delay (together "**Indulgence**") of a party in exercising a right under this Agreement is to be construed as a waiver of that right and does not affect the ability of that party subsequently to exercise that right or to pursue a remedy in respect of it, nor does any Indulgence constitute a waiver of any other right.

38. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement. This clause 38 does not affect a right or remedy of a person which exists or is available otherwise than pursuant to that act.

39. **GOVERNING LAW AND JURISDICTION AND SERVICE OF PROCESS**

39.1 This Agreement (together with all documents to be entered into pursuant to it which are not expressed to be governed by another law) and any non-contractual obligations or claims arising out of or in connection therewith are governed by, and shall be construed and shall take effect in accordance with, English law.

39.2 The courts of England have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement.

39.3 A document which starts or is otherwise required to be served in connection with any legal action or proceedings relating to a dispute ("**Process Document**") may be served in the same way as notices in accordance with clause 20. This clause 39.3 does not prevent a Process Document being served in another manner permitted by law.

SCHEDULE 1

The Shareholders

Part A – Founders

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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Part B – Seed Investors

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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Part C – A Investors

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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Part D – B Investors

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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Part E – CLN Investors

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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Part F – Other Ordinary Shareholders

(1) NAME	(2) ADDRESS	(3) EMAIL ADDRESS	(4) ATTENTION
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SCHEDULE 2

Issued Share Capital of the Company

As set out in the table attached hereto marked "Schedule 2".

SCHEDULE 3

Part A

Investor Reserved Matters

Save with the prior written consent of an Investor Majority, neither the Company nor any Group Company shall (whether directly or indirectly, by amendment, merger, consolidation, or otherwise) effect any of the following matters:

1. Any amendment or replacement of the articles of association or constitutional documents of a Group Company.
2. Any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Investor Shares.
3. The issue of any Relevant Securities, other than (i) in relation to the Company, in accordance with clause 5 (*Pre-emption rights on issue*) of this Agreement; or (ii) in relation to any Group Company, the issuance of shares in such Group Company to a Wholly Owned Group Company;
4. Any purchase, buy-back, redemption, subdivision, consolidation, re-designation or other variation of or in the share capital of a Group Company (including any action that reclassifies any outstanding shares) or the rights attaching to shares in the share capital of the Group Company.
5. Any merger, consolidation, acquisition or similar transaction of a Group Company with one or more other companies in which the shareholders of the Group Company prior to such transaction, or series of transactions, would hold shares representing less than a majority of the voting power of the outstanding shares of the surviving corporation immediately after such transaction, or series of transactions.
6. Make a recommendation or declaration of a dividend or carry out any distribution in kind by any Group Company, other than, in the case of a Wholly Owned Group Company, to its immediate parent company (being either the Company or another Wholly Owned Group Company).
7. Any transaction or series of transactions whereby a Group Company acquires another company, including the acquisition of shares (or a right to acquire shares) representing a majority of the voting power of the outstanding shares of another company, or an acquisition of all or substantially all of another company's assets.
8. The assignment, licence, transfer, disposal of or creation of any security interest over, or otherwise dealing with any of its material intellectual property except (i) in the ordinary course of business by a Group Company or (ii) pursuant to any corporate reorganisation carried out for legitimate purposes exclusively between Wholly Owned Group Companies. For the avoidance of doubt, in the preceding sentence, the grant of an exclusive licence of the Company's material intellectual property other than to another member of the Group shall constitute a reserved matter and shall not be considered to be in the ordinary course of business.
9. The incurrence of indebtedness by a Group Company in excess of GBP 500,000, other than (i) debt incurred in the ordinary course of business (such as equipment leases or bank lines of credit) to parties who do not control, are not controlled by or under common control with any shareholder, employee or director of the Group Company; and (ii) debt incurred to a Wholly Owned Group Company.

10. Any resolution for the winding up or liquidation of a Group Company, save where it is insolvent (within the meaning of section 123 of the Insolvency Act 1986).
11. Enter into or give or permit or suffer to subsist any guarantee of or indemnity or contract of suretyship for or otherwise commit itself in respect of the due payment of money or the performance of any contract, engagement or obligation of any other person or body other than any other Group Company.
12. The appointment, removal and/or replacement of any person who is, or would if employed be, a senior employee with a gross annual salary in excess of GBP 250,000 or any material amendment to the terms of employment or the terms and conditions of any of them.
13. The approval of any new stock option or other equity related incentive plan of any Group Company or any change to any existing stock option or any other equity related employee incentive plan, in circumstances where this would have the effect of giving the Company the power to issue share options relating to Shares in an amount in excess of the MIP Limit.

Part B

Investor Director Consent Matters

Save with the consent of the B Investor Director and the MSRD Director neither the Company nor any Group Company shall (whether directly or indirectly, by amendment, merger, consolidation, or otherwise) effect any of the following matters:

1. Any transaction (including any disposal or acquisition of assets) outside the ordinary course of business, excluding any corporate reorganisation carried out for legitimate purposes exclusively between Wholly Owned Group Companies.
2. Any capital expenditure exceeding (in aggregate) GBP 250,000, over any Business Plan.
3. Any disposal, grant of Encumbrance over or dilution of a Group Company's interests, directly or indirectly, in any of its Subsidiaries.
4. Enter into any transaction or make any payment other than on an arm's length basis for the benefit of the Group Company other than pursuant to any corporate reorganisation carried out for legitimate purposes exclusively between Wholly Owned Group Companies.
5. Save in respect of an appointment of a Director permitted under this Agreement or the Articles, and subject always to paragraph 17, the making of, entry into, amendment to or termination of any contract or arrangement between any Group Company and a director, executive, employee or shareholder (or a person or company associated with or related to a director, executive, employee or shareholder).
6. Enter into contract or arrangement between any Group Company (on the one hand) and any Founder or Permitted Transferee (on the other hand).

Part C

Unanimous Investor Director Consent Matters

Save with the unanimous consent of each of the Investor Directors, neither the Company or any Group Company shall (whether directly or indirectly, by amendment, merger, consolidation or otherwise) make any material change to the Business.

SCHEDULE 4

Undertakings

Part 1 – Company Undertakings

1. Each Group Company shall take all such reasonable action as may be required, including any action reasonably required of it by the Investor Majority in writing, to protect its Intellectual Property Rights and/or other property and assets.
2. Each Group Company shall, upon the Investor Majority reasonably requesting in writing, make a binding decision and act in the manner requested by the Investor Majority as to the exercise of any rights or discretion concerning the terms of employment and/or directorship of a Founder under his Employment Agreement.
3. Each Group Company shall procure, so far as it is able, that new employees engaged by the Group Company shall not bring with them and employ Intellectual Property Rights belonging to their ex-employers and other third parties.
4. Each Group Company shall, in all material respects, comply with all applicable laws and regulations and maintain all required licences and consents and shall promptly notify the Investors if any Group Company loses any such licence or consent.
5. Each Group Company shall comply with the Bribery Act 2010 and all other applicable anti-corruption laws or regulations of any other jurisdiction.
6. Each Group Company shall procure and maintain appropriate insurances (including D&O liability insurance) for a business of its size and activities. On an annual basis, the Company shall discuss with its insurance broker(s) the size and levels of insurance it carries in relation to its business and affairs.
7. Each Group Company shall comply in all material respects with all applicable laws and regulations and maintain all required licences and consents and shall promptly notify the Investors if the Company loses any such licence or consent. The Company shall adhere to all applicable standards which pertain to its business, including but not limited to Good Manufacturing Practice (GMP) and Good Clinical Practice Standards (GCP), to the extent applicable.

Part 2 – Founder Undertakings

1. New business

All new business opportunities directly and materially relevant to the Business shall only be taken up, to the extent commercially reasonable, through a Wholly Owned Group Company.

2. Non-competition

Each of the Founders severally undertakes (for the benefit of the Investors and the Company) that he will not (and that he will procure that no person connected with him will), except for shareholdings in ATAI representing less than 10 per cent. of the entire issued capital of ATAI:

- (a) directly or indirectly engage in any Restricted Business in the Restricted Area;

- (b) hold any direct or indirect interest in, or be engaged by, any company or business which is directly or indirectly engaged in any Restricted Business in the Restricted Area (except for securities held in companies listed on an internationally recognised investment exchange and representing less than 3 per cent. of the issued class of such security);
- (c) directly or indirectly solicit or entice, or attempt to solicit or entice, away from any Group Company the business or custom of any person with a view to supplying Restricted Products and/or Restricted Services to such person in any Restricted Area;
- (d) directly or indirectly cause or encourage any person to cease to supply goods and/or services to any Group Company or to otherwise materially reduce the level, or adversely vary the terms, of any business transacted between the Group and such person;
- (e) directly or indirectly solicit or entice, or attempt to solicit or entice, away from any Group Company any person engaged by the Group in a senior management position (including, without limitation, any managing director, director or vice president (or similar designation)), engaged in product development (including, without limitation, any designer or engineer) or in a customer relationship role (including, without limitation, any person whose role within the Group includes significant publicity, marketing or sales activities); or
- (f) encourage, assist or facilitate any person undertaking any of those matters described in paragraphs (b) to (e) of this paragraph 2,

in each case, for so long as such Founder remains: (i) an officer, employee or consultant of the Group; or (ii) a Shareholder, and for a period of twelve (12) months thereafter (including any period of gardening leave).

3. In Part 2 of this Schedule:

- (a) "**Restricted Business**" means the development, manufacture, supply or distribution (or advising, assisting or facilitating any other persons in relation to any of the foregoing) of any Restricted Product and/or Restricted Service or any other business actually conducted by any Group Company in the twenty four (24) months prior to the Founder ceasing to be an officer, employee, consultant or shareholder of the Group;
- (b) "**Restricted Area**" means the United Kingdom, the European Union, the United States of America and Canada;
- (c) "**Restricted Product**" means any mental health drugs or substances, or any other goods the subject of development, manufacture, supply or distribution by any Group Company in the twelve (12) months prior to the Founder ceasing to be an officer, employee, consultant or shareholder of the Group; and
- (d) "**Restricted Service**" means the provision of services concerning or involving treatment(s) with Restricted Product(s), or any other services supplied by any Group Company in the twelve (12) months prior to the Founder ceasing to be an officer, employee, consultant or shareholder of the Group.

4. Each of the restrictions contained in paragraph 2 above is separate and distinct and is to be construed separately from each of the other such restrictions.

5. Each Founder hereby acknowledges that he considers the restrictions contained in paragraph 2 to be reasonable and that the duration, extent and application of each of these restrictions is no

greater than is necessary for the protection of the goodwill of the businesses of the Group and that the Investors have entered into this Agreement in reliance thereon.

6. Intellectual Property Rights

- (a) Intellectual Property Rights created by a Founder during the course of his engagement as an officer, employee or consultant of a Group Company, shall belong to the Company and are hereby assigned to the Company (including by way of assignment of future rights).
 - (b) Each Founder shall execute all documents and do all things which are reasonably necessary or desirable for perfecting the assignment of all Intellectual Property Rights assigned to the Company pursuant to paragraph 6(a) above and for obtaining such protections in respect thereof (including, without limitation, by way of patent) as the Company considers necessary or desirable. Out of pocket expenses reasonably incurred by the Founder in complying with the directions of the Company under this paragraph 6(b) shall be reimbursed by the Company within 20 Business Days of receipt by the Company of relevant invoices or receipts in respect of such out of pocket expenses.
 - (c) All embodiments of the Intellectual Property Rights assigned under paragraph 6(a) above and all records relating to the same, irrespective of the form or media, shall be the property of the Company, and the relevant Founder shall deliver the same to the Company.
 - (d) Each Founder hereby irrevocably appoints the Company to be his attorney in his name and on his behalf (at the Company's expense) to sign or execute any document or do anything for the purpose of giving to the Company the full benefit of the provisions of this paragraph 6 and, in favour of any third party, a certificate in writing signed by any director of the Company that any document or act falls within the authority conferred by this paragraph 6(d) shall be conclusive evidence that that is the case.
 - (e) Each Founder waives all moral rights and all similar and analogous rights in other territories (whether arising under Chapter IV of the Copyright Designs and Patents Act 1988 or otherwise) to the extent permissible under the relevant legislation in every relevant jurisdiction in works to which paragraph 6(a) applies.
7. The provisions of paragraphs 2 to 5 of Part 2 of this Schedule shall survive termination of this Agreement, unless expressly agreed to the contrary by the Company and the Investors.
8. The provisions of Part 2 of this Schedule may only be enforced by an Investor with the written consent of: (i) the Company; or (ii) an Investor Majority.

SCHEDULE 5

Deed of Adherence

THIS DEED is made on

202[]

BY [] [the "Transferee"]/[the "Subscriber"]

INTRODUCTION

- (A) By a [transfer]/[subscription for shares] dated [of even date herewith]/[] [] (the "**Transferor**") transferred to the Transferee/[the Subscriber subscribed for] [] [Shares] of [] each in the capital of Compass Rx Limited (the "**Company**") (together the ["**Transferred Shares**"/["**Subscribed Shares**"]]).
- (B) This deed is entered into in compliance with the terms of clause 6 of an agreement dated [] 2020] made between: (1) the Company; (2) the Founders; and (3) the Investors (all such terms as are therein defined) (which agreement is herein referred to as the "**Shareholders' Agreement**").

AGREED TERMS

1. Words and expressions used in this deed shall have the same meaning as is given to them in the Shareholders' Agreement unless the context otherwise expressly requires.
2. [The Transferee hereby agrees to assume the benefit of the rights of the Transferor under the Shareholders' Agreement in respect of the Transferred Shares and hereby agrees to assume and assumes the burden of the Transferor's obligations under the Shareholders' Agreement to be performed after the date hereof in respect of the Transferred Shares. For the avoidance of doubt, nothing in this deed shall release the Transferor from any liability in respect of any obligations under the Shareholders' Agreement due to be performed prior to the date of hereof.]
3. The [Transferee]/[Subscriber] hereby agrees to be bound by the Shareholders' Agreement in all respects as if the [Transferee]/[Subscriber] were a party to the Shareholders' Agreement as a/[an] [Investor]/[Founder] and to perform all the obligations expressed to be imposed on such a party to the Shareholders' Agreement to be performed or on or after the date hereof.
4. This deed is made for the benefit of:
 - (a) the parties to the Shareholders' Agreement; and
 - (b) any other person or persons who may after the date of the Shareholders' Agreement (and whether or not prior to or after the date hereof) assume any rights or obligations under the Shareholders' Agreement and be permitted to do so by the terms thereof,and this deed shall be irrevocable without the consent of the Company acting on their behalf, in each case, only for so long as they hold any Shares.
5. No Investor or Founder:
 - (a) makes any representation or warranty or assumes any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of any of the Shareholders' Agreement (or any agreement entered into pursuant thereto or in connection therewith);

- (b) makes any representation or warranty or assumes any responsibility with respect to the content of any information regarding the Company or any Group Company or otherwise relates to the [transfer]/[subscription] of shares in the Company; or
- (c) assumes any responsibility for the financial condition of the Company or any Group Company or any other party to the Shareholders' Agreement or any other document or for the performance and observance by the Company or any other party to the Shareholders' Agreement or any other document (save as expressly provided therein),

and any and all conditions and warranties, whether express or implied by law or otherwise, are excluded.

6. This deed shall be governed by and construed in accordance with the laws of England and Wales.

This deed of adherence has been executed and delivered as a deed on the date shown on the first page.

SCHEDULE 6

Registration Rights

Unless otherwise specified herein, any capitalised terms in this Schedule 6 shall have the same meaning as in the Agreement.

"Damages" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law in the United States of America, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law;

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"Excluded Registration" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Ordinary Shares being registered is Ordinary Shares issuable upon conversion of debt securities that are also being registered;

"Form F-1" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC, which includes any successor form, including a Form S-1 if applicable;

"Form F-3" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC, which includes any successor form, including a Form S-3 if applicable;

"Holder" means any holder of Registrable Securities who is a party to this Agreement;

"Initiating Holders" means, collectively, Holders who properly initiate a registration request under this Agreement;

"IPO" means the Company's first underwritten public offering of its Ordinary Shares or securities representing those shares (including, without limitation, depositary interests, ADRs, ADSs and/or other instruments) under the Securities Act;

"Material Adverse Change" means a material adverse change on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company;

"Registrable Securities" Ordinary Shares issuable upon conversion of the B Shares and any other shares in the share capital of the Company (including Ordinary Shares, Preference Shares, A Shares or ADSs) held by the B Investors;

"Restricted Securities" means the securities of the Company required to be notated with the legend set forth in paragraph 12.2 hereof;

"SEC" means the United States Securities and Exchange Commission;

"SEC Rule 144" means Rule 144 promulgated by the SEC under the Securities Act;

"SEC Rule 145" means Rule 145 promulgated by the SEC under the Securities Act;

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

"Selling Expenses" means all underwriting discounts, selling commissions, and stock share transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in paragraph 6.

1. Demand Registration

1.1 Form F-1 Demand.

If at any time after the earlier of (i) one year after Completion or (ii) six months after the effective date of the registration statement for the IPO, the Company receives a request from Holders of fifty percent (50 per cent.) of the Registrable Securities then outstanding that the Company file a Form F-1 registration statement with respect to the Registrable Securities then outstanding, so long as the aggregate offering price, net of Selling Expenses, would exceed \$15 million, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the **"Demand Notice"**) to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form F-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of it being withdrawn at the request of the B Investors, other than as a result of a Material Adverse Change to the Company, and paragraphs 1.3 and 3.

1.2 Form F-3 Demand.

If at any time when it is eligible to use a Form F-3 registration statement, the Company receives a request from Holders of at least twenty percent (20%) of the Registrable Securities then outstanding that the Company file a Form F-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering price, net of Selling Expenses, of at least \$5 million, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form F-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of paragraphs 1.3 and 3.

- 1.3 Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this paragraph 1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board it would be materially detrimental to the Company and its shareholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganisation, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing for a period of not more than ninety (90) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than twice in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other shareholder during such ninety (90) day period other than pursuant to an Excluded Registration.
- 1.4 The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to paragraph 1.1 during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to paragraph 1.1; or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form F-3 pursuant to a request made pursuant to paragraph 1.2. The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to paragraph 1.2 (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two registrations pursuant to paragraph 1.2 within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this paragraph 1.4 until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to paragraph 6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this paragraph 1.4; provided, that if such withdrawal is during a period the Company has deferred taking action pursuant to paragraph 1.3, then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for purposes of this paragraph 1.4.

2. **Company Registration**

If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Ordinary Shares under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of paragraph 3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any

registration initiated by it under this paragraph 2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with paragraph 6.

3. Underwriting Requirements

- 3.1 If, pursuant to paragraph 1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to paragraph 1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in paragraph 4.5) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this paragraph 3, if the underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting.
- 3.2 In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to paragraph 2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by shareholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below twenty percent (20%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's

securities are included in such offering. For purposes of the provision in this paragraph 3.2 concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and immediate family members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

4. Obligations of the Company

Whenever required under this Schedule 6 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

- 4.1 prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Ordinary Shares (or other securities) of the Company, from selling any securities included in such registration;
- 4.2 prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;
- 4.3 furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;
- 4.4 use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;
- 4.5 in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;
- 4.6 use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;
- 4.7 provide a depository, transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

- 4.8 promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;
- 4.9 notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and
- 4.10 after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

5. **Furnish Information**

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Schedule 6 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

6. **Expenses of Registration**

All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Schedule 6, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one counsel for the selling Holders ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to paragraph 1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to paragraphs 1.1 or 1.2, as the case may be; provided further that if, at the time of such withdrawal, the Holders shall have learned of a Material Adverse Change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to paragraphs 1.1 or 1.2. All Selling Expenses relating to Registrable Securities registered pursuant to this Schedule 6 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

7. Delay of Registration

No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Schedule 6.

8. Indemnification

If any Registrable Securities are included in a registration statement under this Schedule 6:

- 8.1 To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this paragraph 8.1 shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.
- 8.2 To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this paragraph 8.2 shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under paragraphs 8.2 and 8.4 exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or wilful misconduct by such Holder.
- 8.3 Promptly after receipt by an indemnified party under this paragraph 8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this paragraph 8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other

indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this paragraph 8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Schedule 6.

- 8.4 To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this paragraph 8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this paragraph 8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this paragraph 8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this paragraph 8.4, when combined with the amounts paid or payable by such Holder pursuant to paragraph 8.2, exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of wilful misconduct or fraud by such Holder.
- 8.5 Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.
- 8.6 Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this paragraph 8 shall survive the completion of any offering of Registrable Securities in a registration under this Schedule 6, and otherwise shall survive the termination of this Agreement.

9. **Reports Under Exchange Act**

With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form F 3, the Company shall:

- 9.1 make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;
- 9.2 use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and
- 9.3 furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form F 3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form F 3 (at any time after the Company so qualifies to use such form).

10. **Limitations on Subsequent Registration Rights**

From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would (i) provide to such holder or prospective holder the right to include securities in any registration on other than either a pro rata basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include, or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to Registrable Securities acquired by any additional Investor that becomes a party to this Agreement.

11. **"Market Stand off" Agreement**

Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Ordinary Shares or any other equity securities under the Securities Act on a registration statement on Form F-1 or Form F-3 and ending on the date specified by the Company and the managing underwriter such period not to exceed one hundred eighty (180) days in the case of the IPO, (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Ordinary Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Ordinary Shares held immediately before the effective date of the registration statement for such

offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or other securities, in cash, or otherwise. The foregoing provisions of this paragraph 11 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5 per cent. of the Company's outstanding Ordinary Shares (after giving effect to conversion into Ordinary Shares of all outstanding Preference Shares). The underwriters in connection with such registration are intended third party beneficiaries of this paragraph 11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this paragraph 11 or that are necessary to give further effect thereto.

12. Restrictions on Transfer

- 12.1 The Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preference Shares and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.
- 12.2 Each certificate, instrument, or book entry representing (i) the Preference Shares, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of paragraph 12.3) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this paragraph 12.

- 12.3 The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Schedule 6. Before any proposed sale, pledge, or

transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this paragraph 12. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in paragraph 12.2, except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

13. Termination of Registration Rights

The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to paragraphs 1 or 2 shall terminate upon the earliest to occur of:

- 13.1 the closing of an Insolvency Event or Exit Event;
- 13.2 such time after consummation of the IPO as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration; and
- 13.3 the fifth anniversary of the IPO.

This Agreement is executed as a deed and is delivered and takes effect at the date at the beginning of this deed.

Executed as a deed by COMPASS)	
PATHFINDER HOLDINGS LIMITED)	
acting by: George Goldsmith)	/s/ George J. Goldsmith
Position: Director		Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by COMPASS)	
PATHFINDER HOLDINGS LIMITED)	
acting by: George Goldsmith)	/s/ George J. Goldsmith
Position: Director		Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by)	
Ekaterina Malievskaia)	/s/ George J. Goldsmith
)	Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by)	
George Goldsmith)	
)	/s/ George J. Goldsmith
		Signature

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Lars Wilde

)

)

)

/s/ George J. Goldsmith

Signature

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

ATAI Life Sciences AG

)

/s/ Florian Brand

)

Florian Brand

)

/s/ Srinivas Rao

Signature

Executed as a deed by

Rivendell Investments 2017-9 LLC

)

)

)

)

acting by: _____

)

)

/s/ George Goldsmith

Position: _____

)

Signature

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Adam J. Levinson

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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)

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by

Bailey Venture Partners XI LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

)
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)

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Bailey Venture Partners XXXVIII, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Bilton Investments Limited

acting by: _____
Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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/s/ George Goldsmith
Signature

Executed as a deed by
Bobby Charles Sager

acting by: _____
Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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/s/ George Goldsmith
Signature

Executed as a deed by
Crimson Capital, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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)

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
David B. Seligman Revocable Trust

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Gordon M. Sumner

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Hans Eriksson

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

N-Concerta LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Director

Executed as a deed by
SMH Investments Limited

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by
Subversive Capital LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by
Supersystemic.ly LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Thomas Lonngren

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Thomas R. Insel

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by

Zedfesto Holding Ltd

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by
Able Partners NYC, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Andrew Burton

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Arcos Ventures SPV II, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Arcos Ventures SPV, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Biopharmalytics, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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)

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by)	
Camden Partners Nexus II, LP)	
By: Camden Partners Nexus II, LLC, its)	
General Partner)	/s/ George Goldsmith
By: R. Jacob Vogelstein, Manager and)	Signature
Member)	

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by)	
Sean Gercsak)	
)	
)	
acting by: _____)	
)	/s/ George Goldsmith
Position: _____)	Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by

Dennis Hoesgen

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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)

/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Eric H Hoesgen

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Juniper Currie

acting by: _____

Position: _____

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/s/ George Goldsmith

Signature

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by

Fearless Ventures, L.P.

By: Fearless Ventures, LLC, its

General Partner

By: Seth Miller, Managing Member

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)

/s/ George Goldsmith

Signature

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ Ekaterina Malievskaja

Ekaterina Malievskaja

Director

Executed as a deed by
**Fearless Compass SPV 1, an Series of
Assure Labs 2020, LLC**
By: Assure Fund Management II, LLC,
Manager of the Fund

)
)
)
) /s/ George Goldsmith
) Signature

Name: _____
Title: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
The Founders Fund VII, LP
By: The Founders Fund VII Management,
LLC
Its: General Partner

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)
) /s/ George Goldsmith
) Signature

Name: _____
Title: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
**Fearless Compass SPV 1, an Series of
Assure Labs 2020, LLC**
By: Assure Fund Management II, LLC,
Manager of the Fund

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)
)
) /s/ George Goldsmith
) Signature

Name: _____
Title: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
The Founders Fund VII, LP
By: The Founders Fund VII Management,
LLC
Its: General Partner

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)
)
) /s/ George Goldsmith
) Signature

Name: _____
Title: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by)
The Founders Fund VII Principals)
Fund, LP)
By: The Founders Fund VII Management,)
LLC)
Its: General Partner)

/s/ George Goldsmith
Signature

Name: _____

Title: _____

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by)
The Founders Fund VII)
Entrepreneurs Fund, LP)
By: The Founders Fund VII Management,)
LLC)
Its: General Partner)

/s/ George Goldsmith
Signature

Name: _____

Title: _____

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by
**Eric Scott, an affiliate of Founders
Fund**

)
)
) /s/ George Goldsmith
Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by
Joanna Schlindwein

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acting by: _____

Position: _____

/s/ George Goldsmith
Signature

In the presence of:

Signature of Witness	/s/ Ekaterina Malievskaia
Name of Witness	Ekaterina Malievskaia
Address of Witness	
Occupation of Witness	Director

Executed as a deed by
M.N.J.P. Corporation

acting by: _____

Position: _____

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/s/ George Goldsmith

Signature

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by **McQuade**

Center for Strategic

Research and Development LLC, acting

by _____ who, in accordance

with the laws of delaware, is acting under the

authority of the Company

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)

/s/ George Goldsmith

Signature

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

Mind2020 LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by

OMX Ventures Fund I

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Perceptive Life Sciences Master Fund, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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) /s/ George Goldsmith
) Signature

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
Pier 31, LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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/s/ George Goldsmith
Signature

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
Psychedelic Pharma Fund LP

acting by: _____
Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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/s/ George Goldsmith
Signature

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
Ronald A. Mis

acting by: _____
Position: _____

In the presence of:

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness

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/s/ George Goldsmith
Signature

/s/ Ekaterina Malievskaia
Ekaterina Malievskaia
Director

Executed as a deed by
Schlossstein Capital AG

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Executed as a deed by
Skyviews Life Science Ltd.

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

/s/ Ekaterina Malievskaja
Ekaterina Malievskaja
Director

Executed as a deed by

WPSS LLC

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Lars Wilde

acting by: _____

Position: _____

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

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/s/ George Goldsmith

Signature

/s/ Ekaterina Malievskaia

Ekaterina Malievskaia

Director

Exhibit I
PFIC Annual Information Statement

Form of PFIC Annual Information Statement

(1) This questionnaire applies to the taxable year of Compass Rx Limited ("**Company**") beginning on [January 1, 20[]] and ending on [December 31, 20[]] and is being provided to The Founders Fund VII, LP, The Founders Fund VII Principals Fund, LP and The Founders Fund VI Entrepreneurs Fund, LP (collectively, the "**Investor**").

(2) PLEASE CHECK HERE IF 75% OR MORE OF THE COMPANY'S GROSS INCOME CONSTITUTES PASSIVE INCOME.

Passive income: For purposes of this question, note that passive income includes:

- Dividends, interests, royalties, rents and annuities, excluding, however, rents and royalties which are received from an unrelated party in connection with the active conduct of a trade or business.
- Net gains from the sale or exchange of property:
 - which gives rise to dividends, interest, rents or annuities (excluding, however, property used in the conduct of a banking, finance or similar business, or in the conduct of an insurance business);
 - which is an interest in a trust, partnership, or REMIC; or
 - which does not give rise to income.
- Net gains from transactions in commodities.
- Net foreign currency gains.
- Any income equivalent to interest.

Look-through rule: If the Company owns, directly or indirectly, 25% of the stock by value of another corporation, the Company must take into account its proportionate share of the income received by such other corporation.

(3) PLEASE CHECK HERE IF THE AVERAGE FAIR MARKET VALUE DURING THE TAXABLE YEAR OF PASSIVE ASSETS HELD BY THE COMPANY EQUALS 50% OR MORE OF THE AVERAGE FAIR MARKET VALUE OF ALL OF THE COMPANY'S ASSETS.

Note: In order to answer this question, the test is applied on a gross basis; no liabilities are taken into account.

Passive Assets: For purposes of this question, note that "passive assets" are those assets which generate (or are reasonably expected to generate) passive income (as defined in paragraph (2) above). Assets which generate partly passive and partly non-passive income are considered passive assets to the extent of the relative proportion of passive income (compared to non-passive income) generated in a particular taxable year by such assets. Please note the following:

- A trade or service receivable is non-passive if it results from sales or services provided in the ordinary course of business.

- Intangible assets that produce identifiable items of income, such as patents or licenses, are characterised in terms of the type of income produced.
- Goodwill and going concern value must be identified to a specific income producing activity and are characterised in accordance with the nature of that activity.
- Cash and other assets easily convertible into cash are passive assets, even when used as working capital.
- Stock and securities (including tax-exempt securities) are passive assets, unless held by a dealer as inventory.

Average value: For purposes of this question, note that "average fair market value" equals the average quarterly fair market value of the assets for the relevant taxable year.

Look-through rule: If the Company owns, directly or indirectly, 25% of the stock by value of another corporation, the Company must take into account its proportionate share of the passive assets of such other corporation.

- (4) _____ PLEASE CHECK HERE IF (A) MORE THAN 50% OF THE COMPANY'S STOCK (BY VOTING POWER OR BY VALUE) IS OWNED BY FIVE OR FEWER U.S. PERSONS OR ENTITIES AND (B) THE AVERAGE AGGREGATE ADJUSTED TAX BASES (AS DETERMINED UNDER U.S. TAX PRINCIPLES) DURING THE TAXABLE YEAR OF THE PASSIVE ASSETS HELD BY THE COMPANY EQUALS 50% OR MORE OF THE AVERAGE AGGREGATE ADJUSTED TAX BASES OF ALL OF THE COMPANY'S ASSETS.

Average value: For purposes of this question, "average aggregate adjusted tax bases" equals the average quarterly aggregate adjusted tax bases of the assets for the relevant taxable year.

Look-through rule: If the Company owns, directly or indirectly, 25% of the stock by value of another corporation, the Company must take into account its proportionate share of the passive assets of such other corporation.

- (5) [INVESTOR] HAS THE FOLLOWING PRO-RATA SHARE OF THE ORDINARY EARNINGS AND NET CAPITAL GAIN OF THE COMPANY AS DETERMINED UNDER U.S. INCOME TAX PRINCIPLES FOR THE TAXABLE YEAR OF THE COMPANY:

Ordinary Earnings: _____ (as determined under U.S. income tax principles)

Net Capital Gain: _____ (as determined under U.S. income tax principles)

Pro Rata Share: For purposes of the foregoing, the shareholder's pro rata share equals the amount that would have been distributed with respect to the shareholder's stock if, on each day during the taxable year of the Company, the Company had distributed to each shareholder its pro rata share of that day's ratable share (determined by allocating to each day of the year, an equal amount of the Company's aggregate ordinary earnings and aggregate net capital gain for such year) of the Company's ordinary earnings and net capital gain for such year. Determination of a shareholder's pro rata share will require reference to the Company's charter, certificate of incorporation, articles of association or other comparable governing document.

- (6) The amount of cash and fair market value of other property distributed or deemed distributed by Company to the Investor during the taxable year specified in paragraph (1) above is as follows:

Cash: _____

Fair Market Value of Property: _____

- (7) The Company will permit the Investor to inspect and copy the Company's permanent books of account, records, and such other documents as may be maintained by Company that are necessary to establish that PFIC ordinary earnings and net capital gain, as provided in Section 1293(e) of the U.S. Internal Revenue Code of 1986, as amended (or any successor provision thereto), are computed in accordance with U.S. income tax principles.

Yours sincerely,

For and on behalf of Compass Rx Limited

Name:

Title:

The Office Group – Licence Agreement																			
Agreement ID:	24674		Date: 31/10/2019																
Compass Pathways Limited																			
Business Centre Address (Centre)		Business Centre Bank Details																	
19 Eastbourne Terrace 19 Eastbourne Terrace London, London W2 6LG																			
Company	Compass Pathways Limited	Name	George J. Goldsmith																
Address	20 Old Bailey,	Title	-																
City / County	London	Tel	-																
Post code	EC4M 7AN	Fax																	
Country	United Kingdom	Email																	
Company Reg. No:	10229259	Mobile																	
Invoicing Address																			
Company	Compass Pathways Limited	Name	George J. Goldsmith																
Address	20 Old Bailey,	Tel	-																
City / County	London	Fax																	
Post code	EC4M 7AN	Email																	
Licence Fee Details																			
Office No	Actual Workstations	Details/Description	Net Total																
2.01	2		£1,592.00																
2.02	2		£1,592.00																
2.03/2.04	10		£8,471.00																
2.05	5		£4,235.00																
2.06	6		£4,596.00																
<div style="display: flex; justify-content: space-between;"> <div> Direct Debit Mandate Form attached. Minimum Notice Period: 3 (M), 0 (W), 0 (D) Start date 01/01/2020 Initial Term Expiry Date 31/12/2021 </div> <div> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; text-align: center;">Minimum Term*</td> <td style="width:20%; text-align: center;">Months:</td> <td style="width:20%; text-align: center;">24</td> <td style="width:30%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Days:</td> <td style="text-align: center;">0</td> <td></td> </tr> <tr> <td colspan="4"> *Minimum term is subject to written notice from either party. Minimum notice period as specified above. Minimum term is subject to any earlier break referred to below. </td> </tr> <tr> <td colspan="4">Additional Provisions</td> </tr> </table> </div> </div>		Minimum Term*	Months:	24			Days:	0		*Minimum term is subject to written notice from either party. Minimum notice period as specified above. Minimum term is subject to any earlier break referred to below.				Additional Provisions				For invoicing:	Monthly licence fee - incl cont. sheet if appl. £65,000.00 Total monthly contract service fee £0.00 Subtotal £65,000.00 VAT @ 20.00 % £13,000.00 Total Monthly Fee (£78,000.00 calendar month) £78,000.00 Licence Fee £65,000.00 Contract Service Fee £0.00 Contract Service Setup Fee £0.00 Deposit £130,000.00 Less Deposit Already Held £0.00 Total Additional Deposit Due £130,000.00 Subtotal £195,000.00 VAT £13,000.00 Total First Payment £208,000.00
Minimum Term*	Months:	24																	
	Days:	0																	
*Minimum term is subject to written notice from either party. Minimum notice period as specified above. Minimum term is subject to any earlier break referred to below.																			
Additional Provisions																			
For and on behalf of us:		For and on behalf of you The Licensee:																	
Name: Tilly Smith		Name: George J Goldsmith																	
Title: New builds sales manager		Title: CEO and Co-Founder																	
Date: 1st November 2019		Date: 1 November 2019																	
Signature: /s/ Tilly Smith		Signature: /s/ George J Goldsmith																	
This Agreement is made between the Licensor and the Licensee specified above and the Licensee confirms that they have read and understood the Terms and Conditions overleaf and agrees to be bound by them and the Licensor agrees to provide the services and facilities as mentioned overleaf. The Office Group is the trading name of The Station Office Network LLP. Registered in England No: OC370469. Registered Office: 179-185 Great Portland Street, London, W1W 5PL.																			

The Office Group – Licence Agreement			
Agreement ID:	24674		Date: 31/10/2019
Agreement Details – Continuation Sheet			
Business Centre Address (Centre)		Business Centre Bank Details	
19 Eastbourne Terrace 19 Eastbourne Terrace London, London W2 6LG			
Company	Compass Pathways Limited	Name	George J. Goldsmith
Address	20 Old Bailey,	Title	-
City / County	London	Tel	-
Post code	EC4M 7AN	Fax	
Country	United Kingdom	Email	
Company Reg. No:	10229259	Mobile	
Office No	Actual Workstations	Details/Description	Net Total
2.07	65		£44,514.00
Making Space Work			

The Office Group – Licence Agreement				
Agreement ID:		24674	Date:	31/10/2019
Payment Summary Analysis				
Payment Summary Analysis		Contract Service Fee (exc VAT)		
Licence Fee (exc VAT)		Contract Service	Quantity	Monthly Fee
Jan-2020	£65,000.00	Inclusive Dedicated Mbps	90.00	£0.00
Feb-2020	£65,000.00	Inclusive Handset	1.00	£0.00
Mar-2020	£65,000.00			
Apr-2020	£65,000.00			
May-2020	£65,000.00			
Jun-2020	£65,000.00			
Jul-2020	£65,000.00			
Aug-2020	£65,000.00			
Sep-2020	£65,000.00			
Oct-2020	£65,000.00			
Nov-2020	£65,000.00			
Dec-2020	£65,000.00			
Jan-2021	£65,000.00			
Feb-2021	£65,000.00			
Mar-2021	£65,000.00			
Apr-2021	£65,000.00			
May-2021	£65,000.00			
Jun-2021	£65,000.00			
Jul-2021	£65,000.00			
Aug-2021	£65,000.00			
Sep-2021	£65,000.00			
Oct-2021	£65,000.00			
Nov-2021	£65,000.00			
Dec-2021	£65,000.00			

Terms and Conditions

These are the terms and conditions which shall apply to our supply of services to you.

1. Definitions

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:-

“Additional Charges” means any amounts (together with any VAT thereon) payable by you to us in respect of (i) Meeting Room bookings (ii) your use of photocopying and car parking facilities (where the same is not provided by way of separate licence) where available (iii) postage charges (iv) catering services (v) IT & Telephony Services and (vi) any other services provided to you in any TOG Building in accordance with this Agreement and the TOG House Rules;

“Agreement” means the first page of this agreement together with these Terms and Conditions;

“Ancillary Services” means the making available by us to you of IT & Telephony Services, Lounge Areas and Meeting Rooms, subject to these Terms and Conditions and the TOG House Rules;

“Bookings” means bookings of meeting rooms in any TOG Building;

“Business Day” means a day (other than a Saturday, Sunday or a public holiday);

“Commencement Date” means the start date on which the Licence begins as stated on page 1 of this Agreement;

“Common Areas” means, in any TOG Building, the Co-working Areas, Lounge Areas, Meeting Rooms, reception areas, kitchens, cafes and restaurants, gyms, gardens or roof terraces, toilets, corridors, staircases, landings and any other communal areas or facilities;

“Communications Room” means the communal communications room in which we may have agreed to house certain of your Equipment;

“Co-working Areas” means space at any of our TOG Buildings designated by us as a co-working area from time to time;

“Deposit” means the deposit specified on page 1 of this Agreement and any additional deposit required under this Agreement which will be held by us in accordance with clause 4;

“Equipment” means any computer, desktops, relish box, mobile internet device or other equipment, including telephone equipment such as handsets or headsets, owned, used or provided by you;

“Earliest End Date” means the earliest end date stated on page 1 of this Agreement, being the final day of the Minimum Term;

“Force Majeure” means circumstances beyond our reasonable control, including, but not limited to, acts of God, fire, lightning, flood or extremely severe weather, terrorism, explosion, war, disorder, industrial disputes (whether or not involving our employees) network failures, any computer virus, hacking or malfunction, acts of local or central government or other authorities, breakdown of any equipment, or default of any suppliers, subcontractors, utility service or transport network;

“Home TOG Building” means the TOG Building identified on page 1 of this Agreement;

“Infrastructure Fee” means any increased Licence Fee payable in connection with those matters set out in clause 7 if you do not receive the IT Services and/or the Telephony Services from us (together with any VAT thereon);

“Inventory” means the inventory detailing our fixtures, fittings, equipment and effects in the Office Space at the Commencement Date, their general condition and the general condition of the Office Space as a whole, as agreed and signed by us and you on or before the Commencement Date;

“Insolvent” means the entry by you into any insolvency process, including, but not limited to, bankruptcy, winding up, Company Voluntary Arrangement, Administration or Liquidation.

“IT Services” means the IT services to be provided to you as described in the box entitled ‘IT Service Details’ on page 1 of this Agreement and in accordance with the provisions set out in Schedule 1 of this Agreement;

“IT & Telephony Services” means the IT Services and the Telephony Services;

“Licence” means the licence to occupy the Office Space granted to you pursuant to clause 2.1;

“Licence Fee” means the monthly licence fee (together with any VAT thereon) payable by you to us for the Services, as specified on page 1 of this Agreement;

“Licence Period” means the period from the Commencement Date until the Termination Date;

“Lounge Areas” means space at any of our TOG Buildings designated by us as a lounge from time to time;

“Meeting Rooms” means meeting rooms situated in our TOG Buildings;

“Minimum Term” means the minimum term of the Licence as specified on the first page of this Agreement;

“Office Space” means that part of your Home TOG Building identified on page 1 of this Agreement or any alternative office space referred to in clause 2.5.6;

“Renewal Agreement” means an agreement to renew this Agreement for a new Licence Period that may be required pursuant to this Agreement;

“Services” means the services to be supplied by us to you pursuant this Agreement;

“Telephony Services” means the telephony services to be provided to you as described in the box entitled ‘Telephony Service Details’ on page 1 of this Agreement and in accordance with the provisions set out in Schedule 1 of this Agreement;

“Termination Date” means the date on which the Licence is terminated in accordance with clause 8;

“Terms and Conditions” means these terms and conditions including those in the schedule together with, where applicable, the TOG House Rules;

“The Office Group Network” has the same meaning as defined in Schedule 1 of this Agreement;

“TOG Building” means any building or property which provides flexible working space owned or managed by us, by any other company in our group or by any associated company;

“TOG House Rules” means our detailed rules and regulations for the use of TOG Buildings and the Services as may be updated from time to time and notified to you in accordance with clause 15.1; and

“TOG Members” means members of TOG from time to time including users of Office Space, Co-working Areas, Lounge Areas and Meeting Rooms.

1.2 In this Agreement:

1.2.1. references to “the Licensor”, “we”, “our” and “us” shall be deemed to include references to us as agents for any owners or managers of the TOG Buildings providing the Services including any company in our group or any associated company;

1.2.2. references to “you” or “your” shall be deemed to include, where the context requires, your employees and any permitted guests;

1.2.3. the headings are for convenience only and shall not affect its interpretation;

1.2.4. references to the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa;

1.2.5. references to clause numbers, paragraphs and schedules shall be to those of this Agreement unless the contrary is stated;

1.2.6. references to ‘include’ or ‘including’ in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;

1.2.7. references to persons includes any individual, firm or company or group of persons or unincorporated body; and

1.2.8. references to “writing” shall include, without limitation, email.

2. Licence to Occupy

2.1. We grant you a licence to occupy the Office Space together with the right to access and use the Common Areas in accordance with these Terms and Conditions and the TOG House Rules.

2.2. We shall permit you to use:

2.2.1. the Office Space only as offices in accordance with these Terms and Conditions and the TOG House Rules;

2.2.2. the Lounge Areas and the Meeting Rooms in accordance with these Terms and Conditions and the TOG House Rules; and

2.2.3. all other Common Areas only to the extent required in order for you to use the Office Space, Lounge Areas and Meeting Rooms in accordance with these Terms and Conditions.

2.3. We shall use our reasonable endeavours to :-

2.3.1. keep the Common Areas clean, tidy, in reasonable order and well lit;

2.3.2. to supply proper supplies of hot and cold water and heating;

2.3.3. to keep the service media, the lifts and other infrastructure at the TOG Building in reasonable working order.

2.4. You are not entitled to use the Co-working Areas unless otherwise agreed in writing by us.

2.5. You acknowledge that:

2.5.1. this licence is personal to you and cannot be assigned to any other person;

2.5.2. you are only permitted to occupy the Office Space and any other Common Areas you are permitted to use as a licensee and that no relationship of landlord and tenant is created between you and us by this Agreement;

2.5.3. no interest in land or tenancy is created by the grant of this licence;

2.5.4. we retain control, possession and management of the TOG Building and Office Space and you have no right to exclude us from the Office Space at any time whatsoever;

2.5.5. we will regularly enter the Office Space without notice for the purpose of cleaning, waste disposal, maintenance and other building-related matters;

2.5.6. without prejudice to our rights under this Agreement, we may require you to transfer to alternative Office Space:

(a) elsewhere within your Home TOG Building provided that, where reasonably practicable, we will give reasonable prior notice to you and alternative office space is vacant and available in that building; or

(b) in another TOG Building provided that, where reasonably practicable, we will give you at least four weeks' prior notice;

In either of the circumstances referred to above we will use reasonable endeavours to ensure that the alternative office space is of a reasonably equivalent size and quality to the Office Space:

2.6. We shall be entitled to withhold the Services (including denying you access to any TOG Building and/or

the Office Space) if you are in breach of any material terms of this Agreement.

3. Fees, Charges and VAT

3.1. In consideration of our granting the Licence to you, you agree to pay the Licence Fees to us.

3.2. The first payment of the Licence Fees shall be the amount specified on page 1 of this Agreement. This amount shall be payable by you to us on or before the Commencement Date.

3.3. The Licence Fees and any Additional Charges shall be payable by direct debit unless we agree otherwise.

3.4. The Licence Fees (other than the first payment referred to in clause 3.2 above) shall be payable by you in advance on or before the first Business Day of each month. The Licence Fees are not refundable.

3.5. We shall (acting reasonably) notify you of any Additional Charges incurred by you on or around the first Business Day of the month following the month in which the Additional Charges were incurred and you shall pay any such Additional Charges in arrears on or before the 15th day of each month.

3.6. You will pay us interest at the rate of 4% per annum over the base rate of Barclays Bank plc on all sums payable under this Agreement which remain unpaid for 7 days from the due date, such interest being calculated from the due date for payment to the date of payment both after as well as before any judgment.

3.7. If any payment (including the Licence Fees and Additional Charges) is not received within 7 days from the due date for payment of our invoice we will be entitled to suspend your access to our TOG Buildings and to withhold all Services with immediate effect. Following any reinstatement of access a reinstatement fee may be payable.

3.8. Although you are liable for business rates and applicable taxes on the Office Space occupied by you in a TOG Building we are authorised and permitted by you to manage on your behalf such rate liability. The Licence Fee is inclusive of business rates, calculated after any reliefs or rebates for which your occupation may be entitled, and we will accordingly pay the business rates on your behalf. To ensure we pay no more than the correct liability associated with your occupation, if required by us you will provide

information and sign relevant documents within 5 Business Days of such request.

3.9. All amounts referred to in this agreement are subject to VAT where applicable.

3.10. All payments to be made by you under this Agreement shall be made free and clear of and without any deduction or set-off.

4. Deposit

4.1. You shall be required to make payment of the Deposit (being 2 months' Licence Fees) immediately upon signing this Agreement as security for your obligations under these Terms and Conditions.

4.2. If you do not set up a direct debit for the payment of the Licence Fees and Additional Charges at the time of entering into this Agreement, or you cancel any such direct debit you have set up you shall pay us an additional amount by way of deposit, equal to a further month of the Licence Fee (being an aggregate amount of 3 months' Licence Fees) and the Deposit as listed on page 1 of this Agreement will be considered amended accordingly.

4.3. We shall be entitled to deduct from the Deposit any loss or damage we incur as a result of your failure to perform or observe your obligations under these Terms and Conditions. If you become Insolvent, this right will remain unaffected and we shall be entitled to drawdown from the deposit any pre-existing losses and such losses as may arise as a result of you becoming Insolvent and this action will not constitute any breach of our statutory obligations nor require the consent of any Administrator, Liquidator or insolvency practitioner.

4.4. If any deductions are made by us from the Deposit, you shall replace any such sum deducted within 10 Business Days of being notified by us of such deduction.

4.5. We shall return the Deposit to you within 30 Business Days of the Termination Date subject to the deduction of any monies due to us in respect of any loss or damage you have caused us or monies we reasonably believe are owed.

4.6. If any sums are due to us under this Agreement at the date of repayment in clause 4.5 but are unquantified at that date:

4.6.1. we may deduct under clause 4.5 an amount equal to our reasonable estimate, to be made in good faith, of the sums due; and

4.6.2. when those sums have been quantified:

4.6.2.1. if the quantified sums are less than the amount deducted, we will pay the balance to you within 30 Business Days of those sums having been quantified; and

4.6.2.2. if the quantified sums are more than the amount deducted, you must pay the difference to us within 10 Business Days of demand.

4.7. The payment of the Deposit shall not affect our right to demand payment at any time of any amounts due under this Agreement.

4.8. You will have no right to offset the Deposit held by us against outstanding amounts due from you.

4.9. We reserve the right at any time to require an increase in the Deposit held by us if we believe circumstances reasonably require such an increase.

5. Your obligations

5.1. You will use the TOG Buildings and the Services subject at all times to these Terms and Conditions, the TOG House Rules and any other specific rules we may require you to observe from time to time, and to all rights, regulations, restrictions and covenants affecting your Home TOG Building and any other TOG Building that you enter pursuant to this Agreement.

5.2. You agree:-

5.2.1. to pay the Licence Fee and the Additional Charges at the times and in the manner set out in Clause 3 and elsewhere in this Agreement;

5.2.2. not to make any alteration or addition whatsoever to the Office Space other than with our prior written consent (to be granted at our absolute discretion) and by contractors approved by us;

5.2.3. not to apply for any planning permission in respect of the Office Space or any Common Area;

5.2.4. not do anything that will or might constitute a breach of any necessary consents affecting any TOG Building or which will or might invalidate in whole or in part any insurance effected by us in respect of any TOG Building from time to time;

5.2.5. to comply with any requirements of our insurers of the TOG Building from time to time which have been notified to you;

5.2.6. to comply with all laws and regulations, including in respect of health and safety, relating to the Office Space;

5.2.7. to comply with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Office Space;

5.2.8. not to block any fire exit, corridor or other route of entry or access either in the Office Space or the Common Areas;

5.2.9. not to damage any TOG Building or Common Areas;

5.2.10. not to do anything in or around the Office Space or any Common Areas which may be or become illegal, be disreputable or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to us or the other occupiers of the TOG Buildings or adjacent or neighbouring premises;

5.2.11. not to take, copy or use any information or intellectual property belonging to other TOG Members or their guests, agents or invitees. This includes, without limitation, personal names, likenesses, business names, trademarks, logos or any other intellectual property whatsoever;

5.2.12. not to employ or offer to employ, in any capacity, directly or indirectly, any of our employees during the Licence Period and for six months after the Termination Date Provided that if this clause is breached, you agree to pay us the full annual salary of the employee in question; and

5.2.13. not to do anything or carry on any business or activity that may damage the goodwill or reputation of any TOG Building or the TOG business.

6. Our rights We have the right to:

6.1. re-develop, refurbish, redecorate and/or otherwise alter or make additions to any part of the TOG Buildings (including the Office Space and the Common Areas) from time to time without requiring your consent;

6.2. enter the Office Space at any time for any purpose (including repair and maintenance and inspection and testing of the Office Space or the Equipment) notwithstanding any effect on you or your business;

6.3. disconnect any Equipment and/or withhold Services if, in our opinion, we believe that your Equipment, hardware or software, or use thereof, is damaging or potentially damaging to The Office Group Network, or the

Services being provided by us are being used by you for an unauthorised immoral or illegal purpose or in an inappropriate or excessive manner; and

6.4. assign, transfer, subcontract or deal in any other way with any of our rights under this Agreement and our proprietary rights to the TOG Building and may novate any of our obligations under the agreement to any third party or agent without your consent.

7. IT & Telephony Services

7.1. We both agree to comply with the provisions of Schedule 1 in respect of the IT & Telephony Services.

7.2. From time to time we may at our discretion permit you, or your suppliers or agents access to the Communications Room in your Home TOG Building in order to install, maintain or repair any Equipment belonging to you in the Communications Room, provided that:-

(a) we receive written notice that access will be required to the Communications Room at least one Business Day in advance of access being required save in the case of emergency where we may at our discretion allow more immediate access;

(b) a member of our staff shall be present at all times that you or your supplier or agents is in the Communications Room including in the event of emergency access where a call-out fee for such attendance shall be payable as an Additional Charge in accordance with clause 3.5;

(c) if you require any of our IT technicians to attend a TOG Building in order to gain access to the Communications Room or you require assistance from one of our IT technicians or another member of the TOG team for any other reason related to your own IT and/or telephony system or Equipment (including but not limited to wayleave arrangements and site surveys) for more than 30 minutes access fees as specified in the TOG House Rules shall be payable by you for every hour or part of an hour that you require our IT technician to be in attendance or to have access to the Communications Room which shall be payable as an Additional Charge in accordance with clause 3.5;

(d) you indemnify us against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from entry into the Communications Room pursuant to this clause 7.2.

7.2.1. Any of your Equipment housed or stored in the Communications Room shall be kept at your risk but we will take reasonable care of such Equipment;

7.2.2. The use of any Equipment in a TOG Building by you shall be subject to our prior written approval which we will not unreasonably withhold if we are satisfied that the Equipment will not negatively affect building performance or systems, will not impact upon other TOG Members, will comply with our requirements as to safety and will not breach any of the warranties contained in clause 7.2.4;

7.2.3. In respect of the Equipment:-

(a) you shall permit us at all reasonable times to inspect the Equipment to satisfy that it is compliant with our IT and telephony policies from time to time;

(b) you shall remove the Equipment as soon as reasonably practicable following written notice from us if the presence of the Equipment might cause the TOG Building to be in contravention of any regulations or statute, or for any other reason, in our absolute discretion (acting reasonably);

(c) we have the right to suspend or terminate the power which is to be provided to the Equipment in the Communications Room if your Equipment is deemed by us to represent a safety or other hazard or if you are using excessive power in respect of such Equipment that is negatively affecting power available to other TOG Members in the building; and

(d) you shall not plug into or use The Office Group Network for any such Equipment without our prior written approval; and

7.2.4. You warrant that your Equipment (a) will comply with all applicable laws, regulations and standards; (b) will be safe to the extent required by law or required by us; (c) will comply in all material respects with all applicable conditions and standards of any relevant telecommunications company or provider (including but not limited to BT); (d) will be suitable in all material respects for the connection to the appropriate telecommunications network; and (e) will have installed adequate anti-virus software

8. Termination

8.1. This Agreement (subject as provided below) shall continue for the Minimum Term and thereafter unless and until terminated on the Earliest End Date or at the end of any calendar month thereafter by not less than three months' written notice given by either you or us.

8.2. Before the Earliest End Date, we may send to you a Renewal Agreement setting out any proposed revisions to this Agreement (including any increase in the Licence Fees and the amount of the Deposit) and invite you to enter into it on the Earliest End Date.

8.3. If this Agreement is not terminated on the Earliest End Date and a Renewal Agreement is not entered into the Licence Fee shall increase by 10% from the first day after the Earliest End Date and shall continue to be payable until the earlier of (i) the first anniversary of the Earliest End Date (ii) such time as this Agreement is terminated in accordance with this clause 8 or (iii) a Renewal Agreement is entered into.

8.4. If this Agreement continues after the Earliest End Date and no Renewal Agreement is entered into by the first anniversary of the Earliest End Date or by any subsequent anniversary the Licence Fee shall increase by a further 10% for the next 12 month period (during which, your occupation will continue on the terms set out herein, subject to any future amendments) and each 12 month period thereafter until a Renewal Agreement is entered into

8.5. We may immediately terminate this Agreement (and your consequent right to use the Office Space and the Ancillary Services) at any time by notice in writing to you if:

8.5.1. The Office Space and/or the TOG Building are no longer available due to circumstances beyond our control; or

8.5.2. you are in breach or we suspect that you may be in breach of your obligations specified in clause 5; or

8.5.3. you fail to pay an invoice within 14 days of the due date for payment stated on such invoice; or

8.5.4. you are in material breach of any of your other obligations under this Agreement; or

8.5.5. you become insolvent, including but not limited to, if you are unable to pay your debts as they fall due, you suspend or threaten to suspend payment of your debts, if a trustee, administrator or other receiver is appointed or takes any steps with a view to taking possession of all or any part of your assets, you convene or propose to convene a meeting of your creditors or any other steps are taken concerning your insolvency or bankruptcy.

8.6. On termination of this Agreement for any reason:

8.6.1. Other than in the case of termination pursuant to clause 8.5.1, we shall be entitled to charge you for any Licence Fees that would have been payable by you until

the earliest date on which this Agreement could have been terminated by you;

8.6.2. you shall immediately pay to us any outstanding invoices and interest and, in respect of accrued fees for Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

8.6.3. you shall immediately leave the Office Space, ensuring that it is left in the same condition as it was in on the Commencement Date and (where applicable) in accordance with the Inventory and any failure to leave the Office Space in such condition may result in (i) deductions from your Deposit and/or (ii) a charge (to be paid upon demand) for all costs of removing goods or putting the Office Space into an appropriate condition;

8.6.4. you shall cease to be entitled to access and use any Common Areas (unless we otherwise agree to permit you to do so);

8.6.5. you shall comply with the provisions relating to termination contained in the TOG House Rules;

8.6.6. the accrued rights, remedies, obligations and liabilities of you or us at expiry or termination shall be unaffected, including the right to claim damages in respect of any prior breach of this Agreement; and

8.6.7. provisions in these Terms and Conditions which expressly or by implication are intended to survive termination shall continue in full force and effect.

8.7. Prior to the termination or expiration of this Agreement, you must remove all your property from the Office Space and TOG Building. After providing you with reasonable notice, we will be entitled to dispose of any property or Equipment left by you and you waive any claims or demands regarding such property or our handling of it. You will be responsible for the costs of removal of such items, whether done in accordance with Clause 8.6.3 above or otherwise and we will be entitled to deduct such sums from the Deposit.

9. Damages

9.1. You are responsible for the Office Space and its state and condition for the duration of the Licence Period. Any damage to the Office Space or its contents or the equipment as listed in the Inventory or to the Common Areas incurred as a result of your action or omission (or those of your employees or visitors) will result in a charge to you based on the cost of the repair/replacement and/or any subsequent loss of business or trade or other commercial activity suffered by us.

9.2. You agree to indemnify us against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Agreement, any breach of your obligations and/or the exercise of any rights given in this Agreement.

10. Limitation of liability

10.1. Nothing in these Terms and Conditions shall limit or exclude our or your liability for:

10.1.1. death or personal injury caused by negligence, or the negligence of any of our or your employees, agents or subcontractors; or

10.1.2. fraud or fraudulent misrepresentation.

10.2. Subject to clause 10.1, we shall not be liable to you under or in connection with this Agreement (whether for breach of contract, negligence, breach of statutory duty, misrepresentation or for any other reason) for loss of profits, loss or damage to goodwill and/or any indirect or consequential loss.

10.3. You acknowledge that we are not liable for the actions of any TOG Member and if a dispute arises between TOG Members we have no responsibility or obligation to participate in the dispute or indemnify any party to it.

10.4. We shall not be liable for any inconvenience, damages or loss whatsoever arising from any failure or interruption of any Service or for interruption of your use of any TOG Building other than as referred to in clause 10.1.

10.5. This clause 10 shall survive termination of this Agreement.

11. Force Majeure

11.1. We shall not be liable for any breach of this Agreement, any failure in performing our obligations under this Agreement or any losses resulting therefrom caused by Force Majeure.

11.2. We will be entitled in our sole discretion to interrupt or withdraw or cease to provide the Services and/ or Ancillary Services at any time in order to carry out or procure the carrying out of maintenance and/or support services or for any other such causes beyond our reasonable control.

12. Insurance

12.1. We, or where applicable our landlord or superior landlord, shall insure TOG Buildings against loss or damage by all risks we consider prudent to insure against,

provided that such insurance is available in the market on reasonable terms acceptable to us. Such insurance will not cover your business or contents kept at any of our TOG Buildings.

12.2. You shall at all times carry insurance for (i) your business and business interruption (ii) all your contents kept at any of our TOG Buildings and (iii) public liability, all to appropriate levels given the risks involved. If at any time and for any reason you do not hold any such insurance and you suffer losses that would otherwise have been covered, you shall have no right to make any claim against us or on any insurance policy held by us.

12.3. We may at any time request a copy of a valid certificate of your business and contents insurance policy and your public liability policy.

13. Confidentiality

The terms of this Agreement are confidential and neither party shall disclose them to any third party without the other's prior written consent save to professional advisers, purchasers, lenders or unless required to do so by law or an official authority.

14. Data Protection

14.1. You agree that we may process, disclose or transfer any personal data which we hold on or in relation to you, provided that we take such reasonable steps to ensure that it is used only to fulfil our obligations under this agreement, for fraud prevention, to process your payments for our Services or to make available information which we reasonably consider may be of interest to you.

14.2. We will both ensure that all personal data provided or disclosed by the other party (i) is kept confidential and reasonably secure; and (ii) is not disclosed to any unauthorised third parties. The party to whom such personal data is provided or disclosed will comply with all reasonable instructions from the providing or disclosing party relating to the security and confidentiality of the personal data.

14.3. A party to whom personal data is provided or disclosed by the other party (i) will only process that personal data in accordance with the instructions of that other party; and (ii) will not do anything with any of the personal data (including processing it) other than in accordance with instructions given by the other party.

14.4. Each of us (i) will obtain and maintain all appropriate registration and consents under the General Data Protection Regulation ("GDPR") or any such other applicable legislation as may be in force from time to time in order to allow that party to perform its obligations under

this Agreement; (ii) will process personal data in accordance with the GDPR; (iii) will use its reasonable endeavours to make sure that no act or omission by it, its employees, contractors or agents results in the breach of the obligations of either party under the GDPR; and (iv) you shall ensure that such personal data shall have been obtained and supplied to us in compliance with the GDPR, all codes of practice issued thereunder and all data, protection legislation, including you obtaining any necessary consents to the processing of such data as contemplated by this Agreement, and that all your instructions to us to process such data shall comply with the GDPR and data protection legislation.

14.5. Nothing in this clause 14 will operate to prevent or restrict any disclosure by either party which is required pursuant to an order of a court of competent jurisdiction or pursuant to a proper demand made by any competent authority or body where the party concerned is under a legal or regulatory obligation to make such a disclosure.

15. General

15.1. We reserve the right to make changes to the TOG House Rules from time to time if we consider them appropriate and such amended terms will continue to apply to you throughout the term of the Agreement. If any such amendments are made, we will provide you with a copy of the amended TOG House Rules, either by placing the same on our website or sending them to you by post, email or by leaving them at the relevant Office Space for your attention.

15.2. If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of the Agreement.

15.3. If either of us fail to enforce (or delays enforcing) the provisions of this Agreement then such failure or delay shall have no effect on the rights of that party. Waiver by either of us of any of its rights shall not operate as a waiver of any other rights in relation to any subsequent breach of this Agreement. No right, power or remedy available to either of us under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

15.4. Variations to this Agreement shall not be effective unless they are in writing and signed by or on behalf of both of us.

15.5. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

15.6. Nothing in this Agreement is intended to or shall operate to create a partnership between us, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.7. This Agreement contains all the terms and conditions agreed between the parties. We both acknowledge that, in entering into this Agreement, neither of us have relied upon any statement, warranty or representation made by or on behalf of the other that has not been set out in this Agreement, whether in any service description document or otherwise.

15.8. Any notice or communication under or in connection with this Agreement shall be in writing and delivered personally, or by post (using registered mail) or electronic mail (but not facsimile) to the respective addresses, or electronic mail addresses on page 1 of this Agreement or such other address, or electronic mail addresses as we or you may notify to the other from time to time. Any such notice or communication shall not take effect until personally delivered.

16. Anti-Money Laundering and Anti-Bribery

16.1. You confirm that you are compliant with and will continue to comply with all applicable anti-money laundering and anti-bribery laws and regulations, including the UK Bribery Act 2010, up until the termination of this Agreement.

16.2. You will notify us if you, or any of your associated persons may have caused a potential or actual breach of any applicable anti-money laundering or anti-bribery laws including the UK Bribery Act 2010.

17. Modern Slavery

17.1. You and we shall each comply, and use all reasonable endeavours to ensure where applicable that any persons engaged by us shall comply, with all applicable laws, statutes, regulations and codes from time to time in force relevant to the Modern Slavery Act 2015.

17.2. You and we each represent and warrant to one another that neither us or our officers employees or other persons associated with us:

17.2.1. has been convicted of any offence involving slavery and human trafficking and

17.2.2. having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18. Governing Law and jurisdiction

This Agreement shall be interpreted in accordance with English law and any disputes (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

IT & Telephony Services

1. Definitions and Interpretation

1.1. In this Schedule 1, and unless the context otherwise requires, the following words and expressions will have the following meanings: "Dedicated Leased Line Services" means Services which provide you with an agreed amount of dedicated non-contended bandwidth;

"IP Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures;

"IT Environment" means the environment in which The Office Group may have agreed to house certain Licensee Equipment;

"Licensee Equipment" means any computer, desktops, relish box, mobile internet device or other equipment, including telephone equipment such as handsets or headsets, owned, used or provided by you;

"Network Connection" means the internet connection described in more detail in paragraph 4.3 of this Schedule;

"Network Services Supplier" means any third party supplier to us of certain services in the connection with the provision of the Services;

"Offices" means the serviced offices occupied by you under the terms of this Agreement (or any other offices to

which the Services are provided in accordance with this Agreement);

"Provided Power" means the power which is to be provided to the Licensee Equipment in the IT Environment;

"IT Services" means the services to be supplied by us pursuant to this Schedule as described in the box entitled 'Service Details' on page 1 of this Agreement but, for the avoidance of doubt excluding any services not specifically referred to in this Schedule and/or supplied by persons other than us;

"Shared Internet Access" means access to bandwidth shared by you with other users;

"Shared Internet Access Services" means the Services which provide you with Shared Internet Access; and "The Office Group Network" means the (i) hardware including computers (desktop or laptop), telephone handsets, servers, communications equipment, printers, scanners, cabling, peripheral computer equipment and other physical equipment; (ii) infrastructure including the cables, sockets and data points, local and wide area network links and ports installed from time to time at the Offices and patch leads, communication leads and other similar peripheral computer equipment; and the software, including desktop operating systems and software, word processing systems and software, desktop faxing, mail client software and other IP Rights; all of which are owned by or licensed to us for the purposes of the provision of the Services;

2. IT Services

2.1. We will provide the IT Services to you in accordance with and subject to the terms and conditions of this Schedule.

2.2. Any target dates for performance of our obligations set out in this Schedule are estimates only and time will not be of the essence for the performance of our obligations.

3. Our obligations

3.1. If either of us wish to change the scope of the IT Services, we shall submit details of the requested change to the other in writing.

3.2. If either of us request a change to the scope or execution of the IT Services, we shall, within a reasonable time, provide a written estimate to you of the likely time required to implement such change, any variations to our charges under this Schedule and any other material changes to the terms of this Schedule.

3.3. If we request a change to the scope of the IT Services, you shall not unreasonably withhold or delay consent to it.

3.4. If you wish for us to proceed with a change to the scope of the IT Services, we have no obligation to do so unless and until we have both agreed in writing on the necessary variations to the charges and any other relevant section of this Schedule or the Agreement to take account of the change.

4. Your obligations

4.1. You shall provide all reasonable co-operation to us, without charge, to assist us in performing our obligations under this Schedule. Such co-operation shall include:

4.1.1. reasonable access to, and co-operation by, your employees;

4.1.2. promptly reporting any defect or error in any IT Services of which you become aware (and confirming the details in writing);

4.1.3. providing any information which we may reasonably request and ensure that such information is accurate in all material respects;

4.1.4. obtaining all necessary consents or licences which may be required from any third party (such as any third party licensor of any component of the your computer system) to enable us to provide the IT Services; and

4.1.5. where appropriate, making available appropriate facilities for the storage and safekeeping of equipment.

4.2. You will be responsible for making back-ups of all data and we shall have no liability for loss of any of your data.

4.3. You shall be responsible for the content of all your transmissions which may pass through the internet and/or the Network Connection. You agree that you will not use the Network Connection in any way that may damage the Network Connection or violate the law, infringe the rights of others, or interfere with the users, services, or equipment of us or the Network Services Supplier. In particular, you shall not distribute unsolicited advertising, chain letters, or commercial electronic mail (spam), propagate computer worms or viruses, attempt to gain unauthorized entry to other computers, data or networks, distribute or receive any pornography, obscene, or defamatory material over the internet or infringe any third party copyrights, trademarks, or other intellectual property rights.

4.4. You shall notify us immediately if you become aware of any improper use of the Network Connection and/or damage or the likelihood of damage to the Network Connection. We may charge any re-connection fee for the re-supply of IT and telecom services.

4.5. You shall comply with:-

4.5.1. all reasonable instructions given to you by us or the Network Services Supplier, in particular, but not limited to, instructions relating to the Network Connection; and

4.5.2. all applicable laws concerning the transmission of technical data and other regulated materials via the Network Connection.

4.6. You shall not connect your firewall to our Network without our written consent

4.7. Shared Internet Access Services may not be used by you:

4.7.1. at a greater number of workstations than the number specified in this Agreement;

4.7.2. for proxy use (which for these purposes means use as a device that allows a network used by a number of users to share a single IP address to directly access the internet);

4.7.3. for the connection of your firewall without our express written consent; or

4.7.4. for the connection of your equipment that will or may (as determined by us in our absolute discretion) disproportionately degrade the overall performance of the Shared Internet Access Service.

4.8. You shall only obtain the Licensee Equipment in connection with the IT Services from us or one of our authorised suppliers or otherwise subject to our approval before it is connected to The Office Group Network.

5. Payment

5.1. You will pay us the charges specified as IT & Telephony Charges on page 1 of this Agreement. Charges will be due on the dates (or on the happening of the events) specified on page 1 of this Agreement. The provisions of Clause 3 will apply to these charges.

5.2. We may make reasonable increases to the IT & Telephony Charges at any time by giving to you at least one month's notice in writing.

5.3. You shall indemnify us against all legal and other fees and expenses incurred by us in relation to the collection of any overdue IT & Telephone Charges.

6. Assignment and sub-licensing

6.1. We may assign, transfer, mortgage, charge, subcontract or delegate in any matter any of our rights or obligations arising under this Schedule to any of our associated companies or to any third party.

6.2. You may not assign or transfer any of your rights arising under this Schedule.

6.3. You may not sub-license or otherwise part with possession of any rights granted to you under this Schedule.

7. IP Rights, Licences and Licensee Equipment

7.1. If the supply of any IT Services by us to you will involve the use by you of any computer software programmes or other IP Rights not owned by or licensed to you, we shall grant (or so far as we are able shall procure the grant of) a licence to you on such terms as we may reasonably require to use the programmes or other IP Rights of we have or those of the Network Services Supplier for the purposes for which the IT Services are supplied.

7.2. You shall comply with all terms or restrictions in relation to the licence to and use by it of computer software and other IP Rights we may notify to you from time to time.

7.3. You acknowledge that any images or material from any document or webpage produced by us including details, data, illustrations, designs, icons, photographs, video clips, text, graphics, scripts, logos are owned exclusively by us and/or our content providers. Any use other than that stated in the licence is strictly prohibited, including, without limitation, modification, removal, deletion, transmission, publication, distribution, uploading, posting, redistribution, re-licensing, selling, duplicating, republication or any other dissemination without our express written permission.

7.4. You shall not house or store Licensee Equipment outside the Office Space but within The Office Group Network without our prior written consent. If we agree to the housing or storage outside the Office Space, of any Licensee Equipment, such Licensee Equipment will be housed or stored at your risk but we will take reasonable care of such Licensee Equipment.

7.5. Unless the Licensee Equipment has been obtained by you from or supplied to you by us or an

authorised supplier, we have the right to suspend or terminate the Provided Power if the Licensee Equipment is deemed by it to represent a safety or other hazard.

7.6. You shall not plug into The Office Group Network any telephone equipment such as handsets or headsets unless obtained by you from or supplied to you by us or an authorised supplier.

7.7. You warrant and undertake to us that any Licensee Equipment (a) will comply with all applicable laws, regulations and standards; (b) will be safe to the extent required by law or required by us; (c) will comply in all material respects with all applicable conditions and standards of any relevant telecommunications company or provider (including but not limited to BT); and (d) will be suitable in all material respects for the connection to the appropriate telecommunications network.

7.8. Our standard direct dial numbers are unable to be ported to any 3rd party provider. If you wish to have this flexibility, we must be informed at the outset and, if possible, this will be subject to a DDI range set up fee which will form an Additional Fee.

8. Our obligations

8.1. We will provide the IT Services with reasonable skill and care.

8.2. We will use reasonable endeavours to preserve the confidentiality of any of your data on The Office Group Network (such as voicemail messages).

8.3. Save as expressly set out in this Schedule, (a) no conditions, warranties or other terms, whether express or implied, shall apply to the IT Services, including warranties of satisfactory quality and fitness for any particular purpose and (b) We do not offer any warranty or guarantee regarding the continued and uninterrupted availability of the IT Services to you.

9. Exclusions and Limitations

9.1. Notwithstanding any other provision of this paragraph 9 or of this Agreement we shall remain liable (a) for death or personal injury which is caused by our negligence and (b) for our fraud or fraudulent misrepresentation.

9.2. Other than as set out in paragraph 9.1, neither we nor the Network Services Supplier shall be liable (whether for breach of contract, negligence, breach of statutory duty, misrepresentation or for any other reason) for any indirect, consequential or special loss or damages including (a) loss of profits; (b) loss of sales; (c) loss of revenue; (d) loss of or damage to any software or data (e) loss of or damage

to any hardware or software; (f) loss of management or staff time; or (g) loss of goodwill.

9.3. We shall not incur any liability if and to the extent that the Services are interrupted or the confidentiality of any data belonging to you is not maintained.

9.4. Neither we nor the Network Service Supplier shall be liable for unauthorized access to our or your transmission facilities or equipment or for unauthorized access to or alteration, theft, damage or destruction of your data files, programmes, procedures or information, or any other IP Rights regardless of whether resulting from our or its Network Service Supplier's negligence or by accident.

10. Termination

10.1. Subject as provided below, this Schedule shall continue until either party terminates the Agreement in accordance with clause 8.

10.2. On termination of this Agreement, we shall cease providing the IT Services and you shall immediately (i) pay to us any outstanding charges, fees and expenses due from you and (ii) return to us all of the property belonging to us.

10.3. Notwithstanding any other rights which we might have, if you breach the terms of this Schedule, we may suspend or terminate performance of any of our obligations or the exercise of any of your rights under this Schedule. Any suspension shall be effective until you remedy the breach to our reasonable satisfaction.

10.4. Termination of this Agreement shall not affect any accrued or other rights which might be available to us or you whether under this Schedule or otherwise.

10.5. Upon the expiration or termination of this Agreement or the obligations in this Schedule, you shall relinquish any IP addresses or address blocks assigned to you by us or the Network Services Supplier and we may, at any time following such expiration or termination require you to collect Licensee's Equipment which we may remove from the IT Environment.

Addendum To Terms and Conditions

Addendum to the terms and conditions between The Office Group and Compass Pathways Limited . These additional Terms and Conditions between The Office Group (The Licensor) and Compass Pathways Limited (The Licensee) will supersede any terms conditions laid out on page 3, 4 and 5 of the licence agreement in the event of a conflict.

Clause 2.5.6. The Office Group agree to are moving costs and agree any alternative space Compass Pathways Limited are asked to move to will be 'equal or better than' their initial space. The Office Group Limited to not agree to cover any losses.

Clause 10.2. will be changed to reflect - 'neither party shall be liable to the other party...'

Clause 11 will be changed to reflect that Force Majeure should apply to both parties

Services Agreement

BioInnovation Labs LLC or its affiliates (collectively, "**BioLabs**") and the licensee identified on the signature page of this agreement ("**Client**" or "**Licensee**") hereby agree as of 30 May 2019 (the "**Commencement Date**"), to the following terms and conditions (the "**Agreement**"). Please note that "you" and "your" refer to the aforementioned Licensee, and "we" and "our" refer to BioLabs.

Whereas, New York University, a New York education corporation ("**SOM**"), on behalf of its School of Medicine has leased space at 180 Varick Street, NY, (the "**Leased Premises**") from 180 Varick LLC ("**Landlord**") pursuant to a lease agreement (the "**Lease**") wherein SOM and BioLabs intend to operate a full-service biotech facility; and

Whereas, pursuant to that certain Management Services Agreement by and between SOM and BioLabs dated August 17, 2017, SOM has granted BioLabs a license (the "**License**") for a portion of the Leased Premises (the "**Licensed Premises**") with the intent that BioLabs sublicense to start-up companies desks and access to the common space, as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. License:

(a) BioLabs hereby grants to Licensee, and Licensee hereby accepts from BioLabs, the license and privilege to use the Licensed Space (as defined on Exhibit A) at the Premises indicated in Exhibit A (and, to the limited extent set forth in Section 2(c), the Other Premises) until the earliest of (i) the second (2nd) anniversary of the Commencement Date, (ii) and such other date in which the Agreement is terminated earlier as set forth herein (the "**Term**"), and in accordance with the terms and conditions of this Agreement, This license does not convey title to any land or buildings or a leasehold interest in any premises used or occupied by Licensee. Licensee may request to add benches and/or desks to the Licensed Space but the Licensed Space will only be increased if approved by BioLabs in writing (which approval BioLabs may grant or withhold in its sole discretion).

(b) Licensee represents that it is not presently in default of a lease obligation to another lessor, nor would it be as a consequence of moving to BioLabs.

(c) Upon 30 days' notice (the "**Notice Period**") either party may terminate this Agreement for any reason or no reason. Additionally, we reserve the right to, in our sole discretion make any modifications, deletions or additions to these this Agreement provided that we provide you with 45 days' notice thereof.

2. Space and Services:

(a) Locations of Licensed Space shall be designated by BioLabs and subject to change from time to time.

(b) Sharing or shift use of benches is not permitted; each bench may be used by only one scientist.

(c) During the Term, Licensee shall be entitled to the use of the shared common facilities at the Premises (as designated by BioLabs from time to time) and the shared common facilities at BioLabs' Other Premises (as defined below), including equipment (e.g., printers) contained therein (the "**Common Facilities**"). Licensee agrees to not abuse its right to use the Common Facilities and Campus Amenities and shall share the Common Facilities and Campus Amenities with other clients of BioLabs in accordance with BioLabs policies for use of the Common Facilities. Without limiting any of its other rights or remedies, If BioLabs believes in its reasonable discretion that Licensee is abusing its right to use the Common Facilities, and Licensee does not alter its conduct after receiving notice from BioLabs about the abuse, BioLabs shall be entitled to treat Licensee's conduct as a material breach of this Agreement.

(d) The Licensed Space and Common Facilities are 24x7 facilities, and you may conduct business at the Licensed Space and Common Facilities at any time.

(e) Licensee acknowledges that even in the best-managed shared environments, systems, services, and security failures will occur. BioLabs will use commercially reasonable efforts

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to provide quality services and otherwise maintain a quality environment, but you acknowledge that BioLabs is not responsible for financial or other losses as a consequence of the receipt of services from BioLabs, or lack or insufficiency thereof, regardless of the cause.

3. Moving Out:

(a) One of the benefits of our offering is to give clients the flexibility to be able to move elsewhere on short notice if their needs change. BioLabs requests that you provide as much informal notice as possible of any planned decrease in your use of our services. Giving us an idea of your future plans will not prejudice your access to current services, and may allow us to introduce you to alternative options.

(b) Over and above any informal conversations you may have with us, you agree to provide BioLabs at least 30 days' advance Notice of termination of this Agreement as well as of any reduction of your BioLabs space or services used under this Agreement. This means 30 days' Notice is required if you plan to leave, but also if you plan to decrease your Licensed Space at BioLabs. Please keep in mind that once you give us formal Notice, BioLabs will release that Licensed Space for reservation by others following the date you told us you will no longer require it, and it may not be possible for you to later reverse your decision.

(c) Sometimes Licensees need to vacate their space in less than 30 days from the time they provide us Notice. If this happens, you will still be responsible for full payment for your BioLabs fees through the full Notice Period, regardless of whether we reuse your space for others during that period.

(d) Any time BioLabs determines that a Licensee has vacated or abandoned a particular space, has left it and does not plan to return to work there, and/or has failed to make payments as required in this Agreement or does not intend to continue to pay its fees to BioLabs, we may deem your space to be vacant, we may pack up and remove your furniture, computers, experiments, files and other property, and we may redeploy the space to others' use. If you had not given formal Notice of termination, we will deem that your Notice of termination was

given effective as of the date that we make the above determination. We will send notification to the Licensee's address set forth at the end of this Agreement.

4. Use of Facilities:

(a) The Licensee will use the private and shared laboratory and office facilities for general lab and office purposes and for no other purpose without prior written permission from BioLabs. Licensee may not offer services that compete with those already offered by BioLabs. Licensee shall not install any signs in or near the premises, and will coordinate any signage needs with BioLabs.

(b) Most services provided by BioLabs are provided on an 'unmetered' basis. This 'unmetered' basis is premised on a good-faith understanding between BioLabs and the Licensee that this privilege will not be abused. Employing BioLabs's services and facilities beyond normal shared use, defined as the norm amongst other Licensees as reasonably determined by BioLabs, without prior discussion and approval, after having received Notice that BioLabs is concerned about this level of use, and having been given a reasonable opportunity to cure it, may be considered a breach of this Agreement. An example would be printing high volumes of material on the color printer. We would say this is a job for a printing company. Most special needs can be accommodated by prior arrangement.

(c) BioLabs is particularly sensitive in this regard to use of Common Facilities, such as common laboratories and conference rooms. Using the example of conference rooms, we define "normal use" as frequent short meetings throughout the day, long meetings occasionally, and multi-day long meetings very occasionally. All-day meetings should be no more frequent than once per quarter, on average. Please do not use the conference rooms for private phone calls during peak hours (9am - 5pm). More liberal usage during off-peak hours and weekends is fine. For common laboratory equipment and common laboratories, we define "normal use" as daily short-term use. If you expect to need to go beyond these guidelines, please discuss with us before moving in. Licensee shall be neat and orderly when using

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the Common Facilities (including, without limitation, by cleaning any mess left by Licensee in such area and removing all items brought into such area by Licensee). Please see Exhibit D for List of Services.

(d) To help maintain the security of the building, any guest who does not have their own key card is required to sign-in at the reception desk and wear a visitor badge on the premises. If you have contractors or part-time employees who perform work onsite two or fewer days per week, they may be considered visitors. These employees/contractors must sign-in like any other visitor. In the case that an employee or contractor is onsite more than two days weekly, they must be registered with BioLabs as an employee. This will give them building access and add them to your roster of onsite employees. This triggers an additional monthly per-person charge (at BioLabs's then current rate) for the use of the BioLabs facility.

(e) Subject to BioLabs's approval (which it may provide or withhold in its sole discretion), you may add additional employees to access the lab benches within your Licensed Space. Such access shall only be granted to employees for which you and BioLabs execute a Temporary Access Addendum in the form attached as Exhibit F hereto.

(f) You may be required to present a valid, government-issued photo identification in order to gain access to the Premises or Other Premises. For security purposes, we may regularly record via video certain areas of the Premises or Other Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

5. Use of BioLabs Affiliate Facilities. Licensee may request to use available bench, desk space on the premises of BioLabs' affiliates (e.g. BioLabs Cambridge, BioLabs San Diego) ("**BioLabs Affiliate Space**") on a specified temporary basis. Any request for such use shall be in writing and specify: (i) the personnel of Licensee that would be using such premises; (ii)

the number of benches and desk required; and (iii) the dates for which Licensee seeks to use such space. Licensee shall not be entitled to use BioLabs Affiliate Space unless each of BioLabs and BioLabs's applicable affiliate provide written approval of such request (which may be provided, rejected, or withheld in their sole discretion). Upon such approval, Licensee shall be entitled to use the BioLabs Affiliate Space as requested. Licensee agrees (for the benefit of BioLabs and the applicable BioLabs affiliate) that all terms and conditions governing Licensee's use of the Licensed Space or Premises apply to Licensee's use of the BioLabs Affiliate Space and the premises of such BioLabs affiliate.- Additionally, Licensee agrees to abide by the policies and codes of conduct of any BioLabs Affiliate Space that Licensee attends.

6. Environmental, Health, and Safety Services; Licensee is responsible for complying with all applicable state regulations and BioLabs policies (as provided to Licensee from time to time) regarding environmental, health, and safety (EHS) in its use of the Premises (and Other Premises) and the building in which the Premises (and Other Premises) are located (the "Building"). In order to maintain the appropriate permits, programs, and training, the Licensee must acknowledge and sign off on the BioLabs Commitment to Safety in Exhibit E. By signing this Agreement, you confirm that you have read and will comply with the requirements in Exhibit E.

7. Consumables and Equipment

(a) Except with respect to a reasonable amount of office equipment of a reasonable size and of the type and quantity typically in use in modern offices (all as determined in BioLabs's discretion), Licensee shall not introduce, install or use any consumables, supplies or equipment that is not provided by or on behalf of BioLabs to Licensee hereunder without BioLabs's advance written consent.

(b) If Licensee wishes to purchase any consumables, supplies or equipment (any such items, "**Goods**") for its Licensed Space, Licensee must utilize the services of BioLabs as Licensee's purchasing agent to effectuate such purchases on Licensee's behalf. In its capacity

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as Licensee's purchasing agent, BioLabs shall, on behalf of Licensee and not in its individual capacity (1) place orders for Goods with third party vendors, (2) receive and pay all vendor invoices for any such ordered Goods, (3) seek and collect payment from Licensee of all amounts necessary to pay in full the above-mentioned third party vendor invoices (or reimburse BioLabs for amounts advanced by BioLabs to pay such vendor invoices on Licensee's behalf) in accordance with Section 9(b) and (c), and (4) receive and hold for Licensee all deliveries of such ordered Goods. It is expressly understood that all orders of Goods placed with a vendor by BioLabs in accordance with this Section 7 are direct purchases from such vendor by Licensee, and BioLabs' role is merely as Licensee's purchasing agent. Accordingly, title to all Goods purchased from a vendor in accordance with this Section 7 shall transfer directly from the vendor to Licensee, and Licensee shall be regarded as acquiring possession of all such Goods in accordance with the terms of the contract of sale with the vendor, but in no event later than immediately upon the delivery of such Goods to the Facilities. BioLabs shall make clear to vendors when placing orders in accordance with this Section 7 that such orders are being placed by BioLabs in its capacity as purchasing agent for Licensee, such that the contracts of sale are between the vendor and Licensee. BioLabs may, however, act as guarantor in respect of all amounts due to vendor for Goods ordered by BioLabs as purchasing agent for Licensee.

(c) In consideration of the Goods procurement services rendered by BioLabs to Licensee in accordance with Section 7(b), Licensee shall pay BioLabs a Goods procurement services fee equal to 15% of the total costs of Goods so procured, including without limitation all applicable sales, use or other transfer taxes and shipping costs reflected on vendor invoices (such fee, a "Goods Procurement Services Fee"). [Items, not total costs of Goods, which exceed \$2,000, will incur maximum service fee of \$300.

(d) BioLabs reserves the right to prohibit or limit the volume of any consumables, supplies or equipment stored by BioLabs that BioLabs determines in its reasonable discretion: (i) could pose an unacceptable risk to the Licensed

Space, Common Facilities; (ii) could interfere with BioLabs's efforts maintain a safe and attractive work space for all; or (iii) does not allow for an equitable allocation of storage space for BioLabs's other clients. Licensee acknowledges that BioLabs's ability to store consumables and supplies is subject to BioLabs's available storage capacity, equipment and other facilities, all of which are subject to change without notice. BioLabs shall use commercially reasonable efforts to store Licensee supplies and consumables in accordance with Licensee's written storage instructions to the extent agreed to in advance by BioLabs. Notwithstanding the foregoing, Licensee acknowledges that BioLabs does not guarantee that Licensee consumables, equipment or supplies will be kept secure or free from contamination or other losses, but will apply commercially reasonable efforts to do so.

8. Mail. Subject to availability, you may elect to receive mail and packages at one of our locations. If you have done so, we will accept mail and deliveries on your behalf during regular business hours on regular business days. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after this Agreement terminates. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages.

9. Payment:

(a) At the beginning of each calendar month, BioLabs will provide Licensee with an invoice setting forth the License Fee for that month. BioLabs, or its affiliates, will invoice Licensee for Consumables Fees as they arise or at the end of each calendar month.

(b) Licensee shall execute the automatic debit authorization form attached hereto as Exhibit B and provide BioLabs with financial or banking information sufficient to permit BioLabs to make an automatic bank debit (ACH) for all License Fee and Consumables Fee invoices issued by BioLabs. Licensee hereby authorizes BioLabs to withdraw (i) each License Fee

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invoice amount upon Licensee's receipt of the applicable invoice; and (ii) each Consumable Fee invoice amount within thirty (30) days after the date of such invoice. If Licensee requests an order for consumables, supplies, and/or equipment with a total cost equal to or greater than \$10,000, BioLabs shall be entitled to immediate reimbursement from Licensee for such total cost and Licensee also authorizes BioLabs to withdraw such amount. Additionally, BioLabs may, in its sole discretion, condition its purchase of Consumables on Licensee's prepayment therefore.

(c) Licensee acknowledges that the License Fee may change from month to month, depending on the number of users, benches, private labs, private offices and/or desks that constitute the Licensed Space in any given month. Licensee also acknowledges that the rates set forth in Exhibit A are only applicable to the Term and may not apply in any subsequent agreement or renewal.

(d) Licensee's payments not made when due shall bear interest at a rate equal to the lower of (i) ten percent (10%) per annum, or (ii) the highest rate allowed under applicable law. In addition, Licensee shall pay reasonable attorney's and/or arbitrator's fees and other costs incurred by BioLabs in conjunction with collecting any late payment, all of which are to be paid by Licensee within five (5) days of receipt of BioLabs' invoice therefore.

10. Access to Licensee spaces: The Licensee acknowledges that BioLabs' active management of the office space and lab and BioLabs' provision of a variety of office and lab services including, where applicable, cleaning, removal of common and biohazard waste, environmental health and safety services, maintenance of compliance with local, state and federal licenses and regulations, phones, internet connections, and so forth necessitates that BioLabs be able to access the Licensee's premises in the same manner that Licensee's own internal office managers and technology support staff would, without advance notice, in order to provide said services, view the condition of the premises, make alterations and repairs and so forth. We will make reasonable efforts to ensure that such visits do not disrupt the Licensee's operations.

11. Retainer Fee:

(a) No later than the first day of the Term, Licensee shall provide a retainer fee payment to BioLabs (via ACH) in an amount equal to one time the expected monthly License Fee (the "Retainer Fee") plus a decontamination fee in the amount set forth in Exhibit A. In the event that BioLabs later determines, in its reasonable discretion, that Licensee's use, access, or other activities conducted hereunder substantially exceed the aforementioned retainer fee. BioLabs reserves the right to increase the amount of the Retainer fee required of Licensee, and require Licensee to pay the increase, upon thirty (30) days advance written notice (for example: if you double the amount of desks and benches in the Licensed Space, then your fees double and the amount of your required Retainer fee will double as well, to keep step with your fees). BioLabs may, in its discretion, apply Licensee's Retainer fee to any charges or other payments due from Licensee or to any other amount it may be required to expend on Licensee's behalf or as a result of Licensee's acts or omissions. If BioLabs notifies Licensee that Licensee's Retainer fee is below the original level, then, Licensee shall pay BioLabs with such amount as necessary to restore the Retainer fee to its original level.

(b) The required Retainer Fee amount shall be increased by an additional one (1) month's License Fee if you are late in payment on two (2) separate occasions, where Notice of your lateness is provided after the first occasion.

(c) If you are not in default or breach of this Agreement at the end of the term, the unapplied balance of the Retainer Fee shall be returned to you without interest within 30 days' after your departure.

12. Liability for Damages: Licensee acknowledges liability for any damage to equipment, furnishings, and any other property of BioLabs, the Landlords (as defined hereafter) or their other licensees, or any missing property, caused by Licensee, its employees, guests, or affiliated parties, excluding damage due to normal wear and tear. Licensee agrees to pay the cost to repair or replace (at full replacement cost) the missing or damaged property, at the discretion of BioLabs.

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13. Intellectual Property of others. You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.

14. Technology Release. We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with certain amenities. You acknowledge that your refusal to install such software may affect your ability to properly receive such amenities. We may also provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to our internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

15. Pets and Live Animals. You shall not bring pets or other animals onto the premises without our express written consent (which, if provided, we may revoke in our sole discretion). You will be responsible for any injury or damage caused by any animal you or any of your employees, invitees or guests bring into any Premises or Other Premises. We will not be responsible for any injury to any such animal.

16. Acceptable use rules and regulations:

(a) The Licensee acknowledges that no trade or occupation shall be conducted in the premises or use made thereof which will be unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance in force in the City of New York. BioLabs explicitly prohibits the conduct of business directly related to pornography or gambling.

(b) Licensee agrees with BioLabs that Licensee shall not cause disturbances, create odors, noises or situations any of which may be offensive to other Licensees or that would interfere with the normal operations of BioLabs. While at BioLabs, Licensee agrees not to intentionally display or print Services Agreement pornography. Licensee agrees not to send unsolicited commercial email (spam) using BioLabs' network, and to cooperate fully when requested by BioLabs to remove viruses, worms, Trojans, bots and other malware from its computer systems. Licensee shall not disturb, disrupt or otherwise impede any of BioLabs's other clients from their equitable access and use of the Common Facilities or Campus Amenities.

(c) To minimize interference with the common wireless data and voice network(s) BioLabs provides for the use of all clients, Licensee agrees that it will not set up an independent wireless network at BioLabs without prior consultation and approval from BioLabs technology staff.

(d) Licensees are welcome to state that they are located at BioLabs and are a client of BioLabs. Licensees agree not to describe BioLabs or the Landlords as a business partner (or similar) without written permission.

(e) It is understood and agreed that Licensee shall comply with any rules and regulations issued by BioLabs or the Landlords from time to time (including, without limitation, codes of conduct, environmental, health and safety policies) from and after the date on which Licensee is made aware of such rules and regulations.

(f) Licensee acknowledges that it will be in close proximity to other companies who are

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customers of BioLabs, and it is the Licensee's sole responsibility to protect the confidentiality of its information. BioLabs hereby waives any responsibility, and hereby disclaims any and all liability, arising out of or in connection with the protection, or lack thereof, of Licensee's information.

17. Insurance: Licensee agrees to the insurance terms set forth in Exhibit C applicable to the Premises (i.e. C-1 or C-2).
Fire: The Licensee shall not permit any use of fire in its premises (candles, matches, etc.) for any reason except for the regulated use of laboratory equipment, i.e. Bunsen burner.

18. Indemnification and Liability:

(a) To the greatest extent permitted by law, except for harm caused by gross negligence or willful misconduct of BioLabs or the Landlords, Licensee hereby indemnifies and holds harmless BioLabs, the Landlords, and their respective sponsors, partners, members, officers, employees, agents, landlords, other licensees and property managers (and the affiliates thereof and their respective employees) from any claims, liabilities, losses or damages incurred by BioLabs or such persons and entities (including all costs and expenses of defense of any action or proceeding) arising out of, directly or indirectly, any claim against or incident to, or any injury to or death of the Licensee, its employees, its successors and assigns, or the contractors, agents or invitees of any of them or any damage to or loss of property of such persons or entities. Licensee shall maintain adequate insurance for the foregoing and present evidence of same to BioLabs upon request.

(b) If any court should find BioLabs or the Landlords liable for any loss or damage of any kind for any reason related to Licensee or its employees, guests and affiliated parties, Licensee agrees that, to the greatest extent permitted by law, the limit of BioLabs' and Landlords' liability shall be the amount that Licensee has paid BioLabs under this Agreement,

19. Waiver of Subrogation: Licensee hereby (i) waives on behalf of itself and its insurer(s) (none of which shall ever be assigned

any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the Landlords, Sublandlord(s), BioLabs and their agents, officers, directors, servants, partners, members, shareholders, or employees (collectively, the "**Related Parties**") for any loss or damage that may occur to or within the premises or the Building or any improvements thereto, or any personal property of such Licensee (or any of its employees, contractors or other agents or invitees) therein which is insured against under any insurance policy actually being maintained by such Licensee (or such other parties) from time to time, even if not required, or which would be insured against under the terms of any insurance policy required to be carried or maintained by such Licensee, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of the Landlords or other Related Parties; and (ii) agrees to cause appropriate clauses to be included in all of its insurance policies as necessary.

20. Maintenance: The Licensee agrees to maintain the office and lab in good condition, damage by normal wear and tear, fire and other casualty only excepted, and acknowledges that the office and lab are now in good order. The Licensee shall not permit the office or lab to be overloaded, damaged, stripped or defaced. Any equipment needed beyond what is provided by BioLabs must be approved in writing prior to install to avoid overloading of circuits or excessive drain on other utilities.

21. Emergency Procedures; Licensee management should inform all their employees of the life safety policies and emergency procedures of the Building and conduct periodic training regarding the same. A representative of the Building's management is available to participate in Licensee safety and security awareness sessions. While BioLabs employees and employees of BioLabs's other licensees may be available to offer assistance in the event of an emergency, Licensee's management hereby acknowledges and agrees that these individuals may not always be available and are not trained safety professionals, and cannot be relied upon to provide error-free assistance.

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22. Alterations-Additions: The Licensee shall not make any alterations or additions to the office or laboratory (including any wiring or cabling in the walls or any conduit) without the prior written consent of BioLabs and shall never make structural alterations or additions. All allowed alterations shall be at Licensee's expense and shall be in quality at least equal to the present construction. Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the licensed premises for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with work of any character Services Agreement performed or claimed to have been performed at the direction of Licensee and shall cause any such lien to be released of record forthwith without cost to BioLabs or the Landlords. If requested by BioLabs or by the Landlords, Licensee shall remove any alterations or additions prior to expiration of or earlier termination of this Agreement, and repair and restore all areas or elements affected by such alterations or additions (or by the removal there) to their former condition. Any alterations or improvements made by the Licensee which are not requested to be removed shall become the property of BioLabs and the Landlords upon termination of this Agreement.

23. Assignment and Rights and Notifications Concerning Invitees:

(a) The Licensee shall not assign this Agreement, sublicense all or any portion of the premises licensed to Licensee hereunder to any other party, or permit the use or occupancy of such licensed premises by any other party, in each case without BioLabs' prior written consent. Notwithstanding such consent, Licensee shall remain liable to BioLabs and the Landlords for the payment of all charges and for the full performance of the covenants and conditions of this Agreement. Also notwithstanding such consent, to the extent that a court order, secured credit contract, sale, invitation by the Licensee for other parties to use BioLabs' facilities as their offices with or without informing BioLabs, or other process, introduces new parties which become owners or responsible parties for Licensee and/or property stored at the Licensee's premises, Licensee must bind such parties to this Agreement, and notify BioLabs of the names and contact

information for the same parties. These parties shall in any case be deemed to be signatories to this Agreement by virtue of having taken an interest in property located in the Licensee's premises or by virtue of having commenced to use BioLabs facilities or services in their own right.

(b) The Licensee shall not cause or permit any other persons or entities present at the Landlords' premises by the Licensee's invitation or consent, whether affiliated with the Licensee or otherwise, to operate an office, use a laboratory or conduct a separate business out of the Landlords' premises unless such invitees have entered into an agreement with BioLabs to do so. BioLabs shall have sole discretion as to whether others should be added as additional parties to this Agreement. In the event the Licensee allows any invitee to operate an office or conduct a business out of the Landlords' premises without BioLabs's permission or modification of this Agreement, the Licensee hereby agrees on behalf of itself and its insurers that it will defend and indemnify BioLabs, and the Landlords with respect to the invitee to the same extent required under this Agreement with respect to the Licensee. To avoid any potential confusion concerning whether certain entities are invitees of Licensee, the Licensee shall provide BioLabs with documentation concerning any of its corporate name changes or DBA filings within thirty (30) days of filing. If Licensee wishes to do business at BioLabs under a name other than its legal name, (e.g. by accepting mail under that other name or by using that other name on the sign on its work area entry, etc.) Licensee agrees to register such name with the City of New York as a DBA.

24. Subordination: This Agreement shall be subject and subordinate to any and all leases, mortgages, deeds and other instruments in the nature of a lease, mortgage or deed, existing now or at any time hereafter, a redacted copy of which shall be furnished to Licensee at Licensees request, and to any condominium regime or ground lease, and to any other instrument constituting a lien or liens on the property of which the licensed premises is a part and the Licensee shall, as requested by BioLabs, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said

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lease, mortgage, deed or other such instruments. Termination of the Landlords' lease or leases with the owner of the premises, or termination of the Landlord's Lease with BioLabs, will terminate this Agreement and all of BioLabs' and Landlords' obligations to the Licensee. Licensee acknowledges that BioLabs' Landlords have reserved the right to review and approve all license agreements, and that BioLabs is obligated to terminate any license agreement, which may include this Agreement, if objected to by the Landlords. BioLabs agrees to promptly deliver this Agreement to the Landlords for review and approval, and shall notify Licensee of the Landlords' decision with regard to this Agreement within one (1) business day after receipt of such decision from the Landlords.

25. Casualty and Condemnation:

(a) If the Building or the premises therein leased to BioLabs by the Landlords (the "**Lease**") are damaged or destroyed by fire or other cause such that the owner of the Building determines not to rebuild the same or exercises any right it may have to terminate the Lease, this Agreement shall expire at such time as BioLabs' interest in the Building under the Lease is terminated and Licensee thereupon shall surrender its premises to BioLabs and shall pay all charges through the time of such termination. In the event that such owner shall decide to restore or rebuild the Building, and BioLabs' interest in the Building under the Lease is not terminated, this Agreement shall remain in full force and effect; however, the charges payable hereunder shall be abated in proportion to the time in which Licensee has been deprived use of its premises. In no event shall BioLabs or the Landlords be liable to Licensee for any loss or damage occasioned by such fire or other cause.

(b) If the whole or substantially the whole of the Building is condemned or taken in any manner for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date of the taking of possession for such use or purpose. If less than the whole or substantially the whole of the Building shall be so condemned or taken, whether or not Licensee's premises is affected, then BioLabs may, at its option, terminate this Agreement as of the date of the taking of

possession of such use or purpose by notifying Licensee in writing of such termination. Upon any such taking or condemnation and this Agreement continuing in force, the fees payable by the Licensee hereunder shall be abated in proportion to the time in which Licensee has been deprived of use of its premises. Licensee shall have no claim arising from any such taking and, without limitation, no claim against any proceeds paid on account of such taking.

26. Termination: In addition to the termination provisions contained in Section 1, BioLabs may also terminate this Agreement, including but not limited to the Licensee's access to the office and laboratory, at any time after the following:

(a) The Licensee shall fail to pay any charge or other sum due under this Agreement within ten (10) calendar days' following Notice of delinquency; or

(b) The Licensee shall default in the observance or performance of any other of the Licensee's covenants, agreements, or obligations hereunder and such default shall remain uncured after ten (10) calendar days' Notice of the same; or

(c) The Licensee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Licensee's property for the benefit of creditors; or

(d) Licensee makes a material misrepresentation to BioLabs, materially violates applicable law, or materially breaches Section 16.

27. Holdover: Prior to the date on which this Agreement expires or is earlier terminated, Licensee is obligated to remove all of its effects, including consumables, instruments, and other property, from the premises. Chemicals will have to be disposed of or removed by the Licensee prior to such date, at the Licensee's sole cost and expense. Should Licensee fail to remove its effects and vacate its premises prior to the expiration or earlier termination of this Agreement, the Licensee will be obligated to pay BioLabs 200% of its monthly License Fee, pro-rated by days, until the date Licensee vacates

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the premises and properly disposes of any remaining material, including chemicals.

28. Notice: Notice ("Notice") shall be defined as any notice that is delivered in writing, either by hand, by e-mail, or by physical mail, to one or more responsible parties at the Licensee's address set forth at the end of this Agreement, or to BioLabs as provided herein, as applicable, provided that there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any Notice under this Service Agreement that is sent by mail shall be deemed received, if properly addressed, three (3) business days after any such Notice is deposited in the United States mail certified, postage-prepaid, return-receipt requested. If the Licensee's address as set forth below is given as blank or as being within the Landlords' premises, then Notice shall be deemed received if delivered by hand to Licensee's mailbox within the premises. Any Notice to Licensee under this Service Agreement that is sent by e-mail shall be deemed received if delivered to the e-mail address set forth below or another e-mail address reasonably believed by BioLabs as being that of a responsible party at the Licensee, three (3) business days after any such notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the email message or unavailability of the recipient. No oral communication shall be deemed a notice under this Agreement.

29. Surrender: The Licensee shall, prior to the expiration or other termination of this Agreement, remove all of the Licensee's goods and effects from the premises, as more particularly set forth in Section 27 above, and remove and restore any alterations or additions as set forth in Section 22 if applicable, and deliver the premises to BioLabs empty and broom clean and in good order and repair. Licensee shall deliver to BioLabs all keys and access cards thereto. Improvements and fixtures permanently affixed to the premises and not requested to be removed shall become the property of BioLabs and may not be removed upon departure without express permission. In the event that any property remains in the

premises after termination for any reason, it shall be deemed that it was the Licensee's intent that it becomes the property of BioLabs, to use, sell or dispose of as it sees fit.

30. Non-solicitation of Employees: Licensee hereby acknowledges that employees of BioLabs have been carefully selected and/or received training from BioLabs and agrees not to employ or solicit for employment any employee of BioLabs for a period of 12 months following termination of this Agreement and further agrees that in any case if such employee is hired, Licensee shall pay BioLabs the sum equal to six months of the employee's annual salary previously paid to employee by BioLabs as liquidated damages. BioLabs agrees not to employ or solicit for employment any employee of Licensee during the period this Agreement is in effect. Licensee may procure a BioLabs employee's services for consulting outside of regular business hours provided a non-compete agreement has been

31. Permission: Licensee hereby grants to BioLabs permission to use Licensee's name and logo on BioLabs' website and in advertising and promoting BioLabs' facility for the sole purpose of identifying Licensee as a licensee of BioLabs. Upon receipt by BioLabs of a written request submitted by Licensee, BioLabs will submit to Licensee advance copies of any materials bearing Licensee's logo for Licensee's approval, such approval not to be unreasonably withheld, conditioned or delayed. Additionally, Licensee acknowledges that BioLabs may provide non-confidential descriptive material regarding Licensee's business and operations at the facility (including, without limitation, the name(s) of key personnel and the number of employees at the facility) in association with the display of Licensee's name and/or logo.

32. Choice of Law: The parties agree that the interpretation, construction and enforcement of this contract shall be governed by the laws of the state in which the Premises are located.

33. Disputes and Arbitration Agreement: BioLabs and Licensee mutually agree that any controversy or claim arising out of or relating to any aspect of the Licensee's relationship with BioLabs or the Landlords, whether directly related to this Agreement or not,

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and whether arising before or after the date of this Agreement, which could have been brought in a court of law ("**Covered Disputes**"), shall be settled by arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Covered Disputes include all claims, rights, demands, losses, and causes Services Agreement of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any BioLabs policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which the Parties may seek relief in connection with any Covered Disputes. The Parties expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Licensee agrees that if Licensee wishes to assert a claim against BioLabs or the Landlords, the Licensee must present to BioLabs a written request for arbitration within 6 months of the date on which the Licensee knows or should have known of the Covered Dispute against BioLabs or the Landlords. Likewise, BioLabs must present a written request for arbitration to the Licensee against whom it wishes to assert a claim within the same time frame. Failure by either the Licensee or BioLabs to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Licensee and BioLabs, the arbitration shall take place in JAMS office closest to BioLabs's headquarters. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. The Parties are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential

documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in this Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. This arbitration provision shall survive the termination of this Agreement.

34. Nature of Agreements: The parties agree that any oral discussion regarding modifying this Agreement shall be deemed by both parties to be exploratory in nature, and shall be binding on the parties only when reduced to writing and acknowledged in writing by both parties as agreed. This shall be the case even if one or both parties begin to operate on the basis of an oral discussion as though such discussion represented a definitive agreement. "In writing" shall include agreements reached by email, wherein stored electronic copies of emails shall be considered adequate evidence of said agreement. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that term of the Agreement, and such provision may be enforced later, at any time, without prejudice. This Agreement constitutes the entire agreement between BioLabs and Licensee pertaining to the subject matter hereof and supersedes any and all written or oral agreements previously entered into between BioLabs and Licensee, including, without limitation, any Affiliate Member Services Agreement.

Limitation on Liability: NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN CLIENT AND BIOLABS AND/OR THE LANDLORDS (COLLECTIVELY, THE "RELEASED PARTIES") TO THE CONTRARY: (A) THE RELEASED PARTIES SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR (AND CLIENT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL, DIRECT OR CONSEQUENTIAL TO: CLIENT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION, TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH,

Services Agreement

SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES OR OTHER PREMISES AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO ANY RELEASED PARTY FOR ANY ACT, OMISSION OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR OTHER PREMISES OR ARISING IN ANY WAY UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN SUCH RELEASED PARTY AND CLIENT WITH RESPECT TO THE SUBJECT MATTER HEREOF; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST ANY RELEASED PARTY IN CONNECTION WITH THIS AGREEMENT NOR SHALL ANY RECOURSE BE HAD TO ANY PROPERTY OR ASSETS OF ANY RELEASED PARTY OR ANY SHAREHOLDER, SPONSOR, PARTNER, MEMBER, MANAGER, OFFICER, DIRECTOR, EMPLOYEE, AGENT OR CONTRACTOR OF ANY OF THEM (OR THE AFFILIATES THEREOF OR THEIR RESPECTIVE EMPLOYEES). UNDER NO CIRCUMSTANCES SHALL ANY RELEASED PARTY OR ANY SHAREHOLDER, SPONSOR, PARTNER, MEMBER, MANAGER, OFFICER, DIRECTOR, EMPLOYEE, AGENT OR CONTRACTOR OF ANY OF THEM (OR THE AFFILIATES THEREOF OR THEIR RESPECTIVE EMPLOYEES) BE LIABLE FOR INJURY TO CLIENT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, BIOLABS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, RELATING TO THE PREMISES OR OTHER PREMISES OR SERVICES PROVIDED BY BIOLABS, OR ANY LOSS ASSOCIATED WITH ANY CLIENT MATERIALS, EQUIPMENT OR CONSUMABLES. ALL DATA AND OTHER SERVICES TO CLIENT ARE PROVIDED "AS-IS."

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Name of Licensee organization's legal entity:
COMPASS Pathways, Inc.

Mailing Address

Email Address

Licensee federal tax ID#

(if left blank, agreement becomes a personal obligation of signer)

Signature: /s/ George J. Goldsmith

Name of authorised signer: George J. Goldsmith

Title: Chairman & Co-Founder

BiolInnovation Labs LLC

Signature: /s/ Shannon Torstrom

Officer's name: Shannon Torstrom

Title: Director of operations

Exhibit A

Premises: 180 Varick Street, New York NY 10014

Licensed Space:

Number of Users (a): 2

Number of Benches (b): 0

Number of Assigned Desk (c): _____

Number of Private Offices (d): 1-4 person office

First Date of Move-in: _____

*In no event shall the Licensed Space exceed 6,000 rentable square feet

Monthly License Fees:

The fee for the laboratory use described in this Agreement shall be:

- (a) a per-user fee of \$400.00 per month per person
- (b) a per-bench fee of \$3,600.00 per month per bench
- (c) an assigned desk fee of \$400.00 per month per desk
- (d) A private office fee of starting at \$800.00 per month per office

Fees do not include consumables and other laboratory supplies which will be charged separately as outlined in Section 7. A refundable service retainer equal to one time the recurring monthly fee will be required.

Decommission Fees:

A one-time decommissioning fee of \$500.00 will be charged to cover decommissioning and cleanup costs and is due upon signing.

First Invoice Opening Charges:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	User Fee	400	2
	Bench Fee	3600	0
	Decommission Fee (lab bench only)	500	0
	Assigned Desk Fee	400.00	0
	Private Office Desk	800.00	4
	Refundable Retainer		\$4,000.00
	TOTAL DUE BY		\$4,000.00/mo

Exhibit B

Automatic Debit Authorization Form (ACH Authorization Form)

Legal Company Name:			
DBA:			
Street Address:			
City:		State:	Zip Code:
Phone:	Fax:	Effective Date:	
Bank Name:			
Bank Street Address:			
City:		State:	Zip Code:
Bank Contact Name:			Bank Phone:
Transit/ABA or Routing #:		Account #:	
<p>I (we) hereby authorize BioInnovation Labs LLC ("BioLabs"), or its designated affiliates, to initiate debit/credit entries to my (our) account indicated above in the amounts equal to each invoice, and I authorize the depository financial institution named above to process said entries. I (we) understand that invoice amounts are variable with each payment period. I waive my right to receive written notice of varying amounts and elect instead to be notified one day prior to each pay date of the exact amount of the invoice for that payment period. I agree that the effective date of each debit will be the same as the pay date for that period and that if the above-named bank rejects or declines to pay for any reason a debit initiated under this agreement, the full amount of the invoice will be due immediately in certified funds.</p> <p>This authority is to remain in full force and effect until BioLabs has received written notification from me of its termination in such manner as to afford BioLabs, and its own financial institutions a reasonable opportunity to act on it.</p>			
Authorized Signature:			Date:
Name and Title: (must be signer on the account)			

Please attach a voided check for the bank account allocated for ACH debit payments.

BIOLABS USE ONLY

Date Received: _____

Received by: _____

Date Processed: _____

Processed by: _____

NOTICE TO LICENSEE: IN ACCORDANCE WITH THE TERMS OF THIS LEASE, LICENSEE MUST PROVIDE EVIDENCE OF THE REQUIRED INSURANCE TO LANDLORD'S MANAGEMENT AGENT PRIOR TO BEING AFFORDED ACCESS TO THE PREMISES.

Exhibit D

Overview of Included Services

Office Rental Space BioLabs offering includes flexible, expandable office and wet laboratory space configured for use by growing companies. We provide access control using mechanical keys, electronic card keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is provided on 24x7 basis. Although HVAC is on in the office areas Monday - Friday and Saturdays 9 am- 3 pm. AC is available 24x7 in the laboratory areas.

Office Furniture Each individual is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space.

Internet Each employee is provided with a high-speed Internet connection for office use. BioLabs holds its own IP address block and maintains high-speed connections (an optical fiber loop) to the Internet. Internet connections for non-office use (e.g. web servers) are not permitted without written permission.

Copier, Printer & Fax Your service includes unmetered use of black and white and color printers, and commercial-grade copiers..

Conference Rooms Your service includes unmetered use of well-appointed conference rooms available with data projectors as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms are booked via a web page. Dedicated conference rooms for companies requiring frequent all-day meetings or intensive use for training or other purposes are available at a separate charge.

Kitchen Services BioLabs has a fully stocked kitchen and food and drink are included in your rent. BIOLABS stocks yogurts, fruits, soft drinks, ice cream sandwiches, and other snacks and cold beverages. BIOLABS also stocks a full selection of gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.

Reception and Facilities Management Services BioLabs takes care of janitorial services, front desk reception, routing of mail, packages and faxes, access control and management of the facility.

Environmental Health and Safety BioLabs provides permitting and EHS support. AH laboratory users must attend safety training and go through the EHS orientation in order to utilize the laboratory spaces. We also manage your waste removal and chemical storage.

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House Rules Members are asked to abide to House Rules and Code of Conduct as set forth by BioLabs

Exhibit E

BioLabs House Rules

- Members must abide by our rules, which we may amend in our reasonable discretion. We will notify Members of any amendments.
- Be courteous and show respect to both members and visitors.
- Be considerate when using the co-working area ensuring not to take up more than one open desk per person.
- When speaking on the phone, please adjust the volume of your voice. If your phone call might disrupt other people using the coworking space, please make your phone call in one of the conference rooms / phone booth.
- We suggest you put your cell phone on vibrate mode to prevent disturbing others.
- Pets are not allowed. For their safety, unless during an authorized family friendly event, Children may visit outside of normal business hours.
- All guests must be registered before entering the Premises.
- Members' electronic devices must contain the current latest software updates and kept clean of malware, viruses or anything designed to perform malicious operations. BioLabs may remove any device from our networks that pose a threat to our networks or users.
- Any activity likely to be disruptive or dangerous, illegal or generally regarded as offensive is prohibited.
- Members may not take, copy or use any information or intellectual property belonging to BioLabs or other Member Companies or their Members or guests.
- Office Space may not be used in a "retail," "medical," or other nature involving frequent visitors.
- You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.
- We do not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
- Keys and key cards provided by BioLabs remain our property and must not be copied or shared. Members are responsible for replacement fees if they are lost, stolen or destroyed. Locks must not be installed unless authorized in advance by BioLabs.
- To host Member events at the Premises, BioLabs needs fully completed required paperwork and reasonable prior notice.
- Alterations and/or installations to the Office Space require BioLabs approval. Members are responsible for the removal of such items, as well as installation and removal costs. Approved alterations, installations, and removals must be coordinated the Community Manager at the Premises.

- In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or property.
- Member Companies must ensure that no alcohol is consumed by Members who are younger than the legal age for consuming alcohol in the applicable jurisdiction.
- Members are responsible to successfully completing EHS courses before being given access to the lab.

Exhibit F

BioLabs Commitment to Safety

Our Mission and How We Work

Our mission is to help create the next generation of powerhouse biotech companies by providing entrepreneurs and innovative life-sciences startups with the space and resources they need to test out, challenge, and nurture early ideas. Our aim is to foster a collaborative atmosphere with and amongst all of our residents. We strive to be “green” by minimizing the impact of our operations on the environment, and endeavor to operate as a good community citizen.

Our Commitment to Environmental Health and Safety

BioLabs is committed to creating and maintaining a safe and healthy environment for all who work in or visit our facility. Accordingly, we worked to design a robust EHS program, suitable for the varied needs of all resident companies. Integral to our EHS commitment, we:

- Provide fully permitted laboratory space
- Provide equipment designed with suitable engineering controls for the safe performance of laboratory work, and work to maintain it to manufacturers’ specifications
- Provide personal protective equipment that is required in our laboratory facilities, necessary for the safety of scientific personnel or visitors

Resident Responsibilities

In order to achieve our safety commitment, BioLabs expects all residents to conduct their operations in accordance with the established EHS policies and procedures. As a *condition of residency*, you must:

- Be familiar with and adhere to all BioLabs EHS policies and procedures
- Conduct your work safely at all times; *consider its impact on both people and the environment*
- Don’t wait: see something, say something! Report any environmental, health or safety incident that occurs in your area *immediately*
- Attend *all* required EHS trainings for your operations
- Seek advice and counsel *before* conducting work with materials, agents, or processes with uncharacterized EHS implications
- Use the engineering controls provided for all work that may produce exposures to personnel or other residents
- Work with the BioLabs staff to maintain the EHS program; and help us as we work to constantly improve it
- Do your part in creating and maintaining a safe and compliant BioLabs operation and culture - we’re all in this together!

Exhibit G

Temporary Access Addendum

This Temporary Access Addendum (the “**Addendum**”), dated _____ (the “Addendum Effective Date”), is an addendum to that certain Services Agreement by and between BioInnovation Labs LLC (“**BioLabs**”) and _____ (“**Client**” or “**Licensee**”) dated _____ (the “**Agreement**”). Capitalized terms used by not defined herein shall have the meaning given to them in the Agreement. The parties agree as follows:

1. Subject to the terms of the Agreement (including this Addendum), BioLabs will allow (the “**Additional Employee**”) access to lab bench within the Licensed Space on up to eight (8) days in each calendar month during the Term. For clarity, the Additional Employee is only granted access to use the lab bench assigned to Licensee.

2. Licensee shall pay BioLabs \$100 for each day in which the Additional Employee accesses the Licensed Space. Such payment is due within thirty (30) days after BioLabs invoice therefore.

3. All terms and conditions of the Agreement that apply to Licensee and its employees registered with BioLabs also apply to the Additional Employee. This includes, without limitation, the requirement that Additional Employee attend safety training and go through the Environmental Health and Safety orientation prior to using the laboratory.

4. This Addendum is hereby incorporated into the Agreement. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Copies (whether photostatic, facsimile or otherwise) of this Addendum may be made and relied upon to the same extent as an original.

WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

[LICENSEE NAME]

BIOINNOVATION LABS LLC (“BioLabs”)

By: _____

By: _____

title: _____

Title: _____

Date: _____

Date: _____

AMENDMENT NO.1 TO SERVICES AGREEMENT

This Amendment No.1 (the "Amendment"), effective as of April, 2020 (the "Amendment Effective Date"), is between Compass Pathways Inc. ("Client or Licensee"), and BioInnovation Labs, LLC ("BioLabs"), and amends that certain Services Agreement between the parties, dated 4/22/2020 (the Agreement). Capitalized terms used in this Amendment and not otherwise defined shall have the same meanings herein as assigned to such terms in the Agreement.

WHEREAS, pursuant to the Agreement, BioLabs provides to Licensee certain Services and Licensed Space; and

WHEREAS, the parties desire to amend certain terms of the Agreement, as set forth in this Amendment.

NOW THEREFORE, in consideration of the. premises and the parties mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and BioLabs agree as follows

1. AMENDMENT.

1.1 Payment Terms. The parties hereby agree that Section 9(b) of the Agreement is deleted and replaced in its entirety by the following:

"(b) Licensee shall execute the automatic debit authorization form attached hereto as Exhibit B and provide BioLabs with financial or banking information sufficient to permit BioLabs to make an automatic bank debit (ACH) for all License Fee and Consumables Fee invoices issued by BioLabs. Licensee hereby authorizes BioLabs to withdraw (i) each License Fee invoice amount upon Licensee's receipt of the applicable invoice; and (ii) each Consumable Fee invoice amount within five (5) days after the date of such invoice. If Licensee requests an order for consumables, supplies, and/or equipment with a total cost equal to or greater than \$10,000, BioLabs shall be entitled to immediate reimbursement from Licensee for such total cost and Licensee also authorizes BioLabs to withdraw such amount. Additionally, BioLabs may, in its sole discretion, condition its purchase of Consumables on Licensees prepayment therefor."

2. EFFECT. This Amendment shall be effective and binding upon the parties as of the Amendment Effective Date. Except and only to the extent specifically modified herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. In case of any conflict or inconsistency between the provisions of this Amendment and the Agreement, this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

IN WITNESS WHEREOF, intending to be legally bound, the Licensee and BioLabs have executed this Amendment as of the Amendment Effective Date.

<hr/>		BIOINNOVATION LABS, LLC
By:	<u>/s/ John Boghossian</u>	By: <u>/s/ Shannon Torstrom</u>
Name:	<u>John Boghossian</u>	Name: <u>Shannon Torstrom</u>
Title:	<u>Vice President of Operations</u>	Title: <u>Director of operations</u>

Services Agreement

Name of Licensee organization's legal entity:

COMPASS Pathways, Inc.

Mailing Address

180 Varick Street, 6th Floor, New York, NY 10014

Email Address _____

Licensee federal tax ID# _____

(if left blank, agreement becomes a personal obligation of signer)

Signature: /s/ George Goldsmith

Name of authorized signer: George Goldsmith

Title: Co-founder and CEO

BioInnovation Labs LLC

Signature: /s/ Shannon Torstrom

Officer's name: Shannon Torstrom 6/26/20

Title: Director of Operations

Exhibit A

License Fees/Space

Premises: 180 Varick Street, New York NY 10014

Licensed Space:

Number of Users (a): 6 users

Number of Benches (b): 0

Number of Assigned Desk (c): 6

Number of Private Offices (d): 1-4-person private office (Rm 635);
1-2-person private office (Rm 651)

First Date of Move-in: 8/01/2020

*In no event shall the Licensed Space exceed 6,000 rentable square feet

Monthly License Fees:

The fee for the laboratory use described in this Agreement shall be:

- (a) a per-user fee of \$ 400.00 per month per person
- (b) a per-bench fee of \$3,600.00 per month per bench
- (c) an assigned desk fee of \$400.00 per month per desk
- (d) A private office fee of starting at \$800.00 per month per office

Fees do not include consumables and other laboratory supplies which will be charged separately as outlined in Section 7. A refundable service retainer equal to one time the recurring monthly fee will be required.

Decommission Fees:

A one-time decommissioning fee of \$500.00 will be charged to cover decommissioning and cleanup costs and is due upon signing.

First Invoice Opening Charges:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	User Fee	400	\$2,400.00
	Bench Fee	3600	
	Decommission Fee (lab bench only)	500	
	Assigned Desk Fee	400.00	
6	Private office desk	800.00	\$4,800.00
	Refundable Retainer		\$1,600.00
	TOTAL DUE BY		
		<u>\$8,800.00 due by 8/15/2020</u>	

Refundable Retainer is for the 2-person office:

$$2 * \$800.00 = \$1,600.00$$

Exhibit C-1
Insurance -180 Varick Street

With respect to the spaces it makes use of from time to time within BioLabs's premises, Licensee agrees to maintain at its own cost during the term hereof insurance coverage for:

(a) Comprehensive General Liability Insurance (CGL) against all claims and demands for bodily injury-personal injury and property damage arising out of Licensee's operations (including, without limitation by any of its agents, servants, employees, invitees, consultants, contractors, subcontractors, sub-licensees and/or sub-sublicensees), assumed liabilities or use of the Premises and Other Premises (including, without limitation, any Common Facilities, Campus Amenities or Licensed Space). Such insurance shall be in amounts no less than:

Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence and \$2,000,000 annual aggregate

Personal Injury Liability: \$1,000,000 each occurrence and \$2,000,000 annual aggregate and 0% insured participation.

(b) fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Licensee's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Building.

Such policy(ies) shall also include contractual liability coverage covering such Licensee's liability assumed under its agreement with BioLabs and under any written agreement between such Licensee and either of the Landlords, including without limitation such Licensee's indemnification obligations hereunder or thereunder.

Such insurance policy(ies) shall name New York University, a New York education corporation, and 180 Varick LLC (the "Landlords"), BioLabs, any managing agent of the Landlords or BioLabs, and persons claiming by, through or under any of them, if any, as additional insureds. All such CGL shall be on an occurrence basis. Licensee shall provide BioLabs with all endorsements and an ACORD 25-S or ACORD-28 certificate evidencing coverage for such parties as additional insureds, prior to the date Licensee takes possession of its assigned, licensed premises. Such CGL certificates and endorsements must spell out the names of the additional insureds precisely as shown above. To the extent required by applicable state law, the Licensee also shall carry Worker's Compensation Insurance. The insurance required under this Section must be placed with insurers authorized to do business in the state in which the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage either BioLabs or the Landlords may otherwise maintain. All insurance herein required shall be deemed an obligation of Licensee, not a discharge or limitation of Licensee's obligation to indemnify BioLabs or the Landlords. If BioLabs provides the name of a particular broker or insurer to the Licensee, Licensee agrees that Licensee is itself nevertheless the sole party responsible for ensuring that such coverage meets these requirements.

Names and addresses of Additional Insureds:

NYCEDC and the City of New York are additional insured per terms outlined which include a blanket automatic additional insured provision that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. Regarding Project Number 6709001.

The Additional Insured Endorsement should include the following names and NOT be limited to "when required by written contract" unless a contract or PO includes this list:

The Certificate Holder Is:

**New York City Economic Development Corporation
110 William Street
6th Floor
New York NY 10038**

NOTICE TO LICENSEE: IN ACCORDANCE WITH THE TERMS OF THIS LEASE, LICENSEE MUST PROVIDE EVIDENCE OF THE REQUIRED INSURANCE TO LANDLORD'S MANAGEMENT AGENT PRIOR TO BEING AFFORDED ACCESS TO THE PREMISES.

Exhibit D

Overview of Included Services

Office Rental Space BioLabs offering includes flexible, expandable office and wet laboratory space configured for use by growing companies. We provide access control using mechanical keys, electronic card keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is provided on 24x7 basis. Although HVAC is on in the office areas Monday - Friday and Saturdays 9 am - 3pm. AC is available 24x7 in the laboratory areas.

Office Furniture Each individual is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space.

Internet Each employee is provided with a high-speed Internet connection for office use. BioLabs holds its own IP address block and maintains high-speed connections (an optical fiber loop) to the Internet. Internet connections for non-office use (e.g. web servers) are not permitted without written permission.

Copier, Printer & Fax Your service includes unmetered use of black and white and color printers, and commercial grade copiers..

Conference Rooms Your service includes unmetered use of well-appointed conference rooms available with data projectors as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms are booked via a web page. Dedicated conference rooms for companies requiring frequent all-day meetings or intensive use for training or other purposes are available at a separate charge.

Kitchen Services BioLabs has a fully stocked kitchen and food and drink are included in your rent. BIOLABS stocks yogurts, fruits, soft drinks, ice cream sandwiches, and other snacks and cold beverages. BIOLABS also stocks a full selection of gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.

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WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

[LICENSEE NAME]

BIOINNOVATION LABS LLC (“BioLabs”)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPASS Pathways plc

List of Subsidiaries

<u>Subsidiary</u>	<u>Jurisdiction</u>
COMPASS Pathfinder Holdings Limited	England and Wales
COMPASS Pathfinder Limited	England and Wales
COMPASS Pathways, Inc.	New York

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form F-1 of COMPASS Pathways plc of our report dated July 2, 2020, except for the effects of the corporate reorganization discussed in Note 1 to the consolidated financial statements, as to which the date is August 28, 2020, relating to the financial statements of COMPASS Pathfinder Holdings Limited, which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Reading, United Kingdom

August 28, 2020