


Fill in this information to identify the case:

Debtor 1 Plastiq, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 23-10671

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Bowei Liu</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>"J" Jackson Shrum, Esq.</u> Name <u>919 N. Market St., Ste. 1410</u> Number Street <u>Wilmington DE 19801</u> City State ZIP Code Contact phone <u>302-543-7551</u> Contact email <u>jshrum@jshrumlaw.com</u>	Where should payments to the creditor be sent? (if different) <u>Bowei Liu</u> Name <u>926 Powell St., Apt. 24</u> Number Street <u>San Francisco CA 94108</u> City State ZIP Code Contact phone <u>510-449-3451</u> Contact email <u>liubowei@gmail.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
	Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 310,508.24 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Breach of Contract

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:

- Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- Motor vehicle
- Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
- Variable

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10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/20/2023
MM / DD / YYYY

/s/ Jack Shrum

Signature

Print the name of the person who is completing and signing this claim:

Name "J" Jackson Shrum, Esq.
First name Middle name Last name

Title Attorney for Creditor

Company Jack Shrum, P.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 919 N. Market St., Ste. 141
Number Street

Wilmington DE 19801
City State ZIP Code

Contact phone 302-543-7551 Email jshrum@jshrumlaw.com

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KURTZMAN CARSON CONSULTANTS

JACK SHRUM, P.A.

CITIZENS BANK CENTER
919 N. MARKET STREET, SUITE 1410
WILMINGTON, DELAWARE 19801

“J” JACKSON SHRUM*

* ADMITTED IN DELAWARE, PENNSYLVANIA, AND NEW JERSEY

E-mail: jshrump@jshrump.com

TELEPHONE: (302) 543-7551

TELECOPIER: (302) 543-6386

Direct Dial: **(609) 367-2430

June 20, 2023

STATEMENT OF CLAIM

**RE: Plastiq, Inc., Case No. 23-10671
Bowe Liu**

Plastiq, Inc. (the “Debtor”) filed for Chapter 11 relief in the United States Bankruptcy Court for the Eastern District of Pennsylvania under case number 23-10671 on May 24, 2023. This statement of claim supports Creditor Bowei Liu (the “Creditor’s”) proof of claim.

The Creditor was a senior software engineer for the Debtor with a hire date of October 1, 2022. Prior to that, the Creditor was a senior software engineer for Nearside, Inc., which was acquired by Plastiq on Nov 1, 2022. The Creditor held stocks and stock options in Nearside. As a part of the acquisition process, the Creditor signed a letter of transmittal (LOT) which stated that, because the Creditor was not an accredited investor, the Creditor would relinquish their Nearside stock positions in exchange for cash. This was later confirmed by email correspondence with Plastiq and then again with Carta, a 3rd party assisting with management of shares. The claim amount of \$310,508.24 may be computed from a formula involving the number of Nearside shares held by the Creditor on Nov 1, 2022; the number of Nearside share options held by the Creditor; the strike prices of the Nearside share options held by the Creditor; the conversion ratio of Nearside

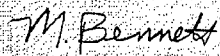
equity into PlastiQ equity set forth in the merger agreement regarding PlastiQ's Nearside acquisition; the latest 409a valuation of Nearside prior to the acquisition; and the latest 409a valuation of PlastiQ prior to the acquisition. *See* attached letter of transmittal.

Offer Letter Acceptance

Congratulations! We're excited to have you join the team.


Sincerely,
Plastiq Inc.

By:



Marci Bennett, Vice President of People





By signing below, I confirm that I've read this offer in its entirety and accept this offer of employment.

Signature: {candidate  ure}

Date: 10/05/2022

TITLE	Welcome to PlastiQ - Bowei Liu!
FILE NAME	Bowei Liu.docx
DOCUMENT ID	93fc275f335be857b38e3e2f19672e7e567a8bfc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

 SENT	10 / 04 / 2022 12:30:25 UTC-7	Sent for signature to Bowei Liu (bowei@nearside.com) and Marci Bennett (marci@plastiQ.com) from zzipper@plastiQ.com IP: 73.185.49.80
 VIEWED	10 / 04 / 2022 15:03:39 UTC-7	Viewed by Bowei Liu (bowei@nearside.com) IP: 104.56.115.242
 SIGNED	10 / 05 / 2022 15:32:02 UTC-7	Signed by Bowei Liu (bowei@nearside.com) IP: 104.56.115.242
 VIEWED	10 / 05 / 2022 15:33:19 UTC-7	Viewed by Marci Bennett (marci@plastiQ.com) IP: 192.184.181.219
 SIGNED	10 / 05 / 2022 15:33:28 UTC-7	Signed by Marci Bennett (marci@plastiQ.com) IP: 192.184.181.219
 COMPLETED	10 / 05 / 2022 15:33:28 UTC-7	The document has been completed.

the above agreements and covenants herein are supplemental to and are not intended to call into doubt the validity or effectiveness of any of the matters set forth herein by virtue of the prior adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement by the requisite Company Stockholders and other actions and operations of applicable law.

Without limitation to the matters set forth in this Letter of Transmittal or the Merger Agreement, the undersigned hereby acknowledges and agrees that (i) the undersigned has received a copy of the Merger Agreement, has reviewed and understands its terms and conditions set forth therein and the transactions contemplated therein and is committed to be in the undersigned's best interest, (ii) the undersigned has been urged to and has been given the opportunity to consult with the undersigned's own legal, financial and tax advisers regarding the legal, financial and tax consequences of the transactions contemplated by the Merger Agreement and has retained himself or herself or his or her counsel and opportunity, (iii) the undersigned has not been urged, advised or influenced to execute this Letter of Transmittal free from coercion, duress or undue influence. Without limiting the foregoing, the undersigned agrees that the information contained in this Letter of Transmittal may be shared with Parent, the Company and the Stockholders representative in connection with this transaction.

For the avoidance of doubt and without limitation of the foregoing, the undersigned hereby acknowledges and agrees that any payments made to the undersigned pursuant to the Merger Agreement shall be final and binding and in no event shall Parent or the Surviving Corporation or any of their respective Affiliates have any liability to the undersigned for payment or disbursement by any Person (including Parent, Company, Stockholders, Representative and the Surviving Corporation and their respective Affiliates and representatives (including the Exchange Agent)) in accordance with the Merger Agreement.

The undersigned acknowledges that the Exchange Agent or Parent, as applicable, will not deliver the applicable portion of the Merger Consideration due and payable to the undersigned unless the Company delivers the certificate pursuant to Section 6.2(d)(ii) of the Merger Agreement (the "EIRPTA Certificate") and the undersigned delists to the Exchange Agent:

- this Letter of Transmittal properly completed and executed by the undersigned;
- an Accredited Investor Certification (which is enclosed with this Letter of Transmittal);
- an Adoption Agreement (which is enclosed with this Letter of Transmittal);
- a counterpart signature to the Voting and Support Agreement (which is enclosed with this Letter of Transmittal); and
- an IRS Form W-9 (which is enclosed with this Letter of Transmittal) or applicable Form W-8 executed by the undersigned as applicable.

The undersigned acknowledges that it is a condition to receiving shares of Parent Common Stock as consideration pursuant to the Merger Agreement that the undersigned hereby acknowledges and agrees that:

- the parent/ Amended and Restated Voting Agreement dated as of November 12, 2021 (Transmittal) and as may be further amended or amended and restated with this Letter of Agreement (L) shall be binding upon the undersigned as a Stockholder, as fully assigned to a direct subsidiary of the Parent/ Merger, notwithstanding the fact that the undersigned is not a direct subsidiary of the Parent/ Merger Agreement, and the undersigned shall complete

acknowledgments and covenants herein are supplemental to and are not intended to call into doubt the validity or effectiveness of any of the matters set forth herein by virtue of the prior adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement by the requisite Company Stockholders and other actions and operation of applicable Law.

Without limitation to the matters set forth in this Letter of Transmittal to the Merger Agreement, the undersigned hereby acknowledges and agrees that (i) the undersigned has received a copy of the Merger Agreement, has reviewed and understands the material terms of the Merger Agreement and the transactions contemplated thereby and deems them to be in the undersigned's best interests, (ii) the undersigned has been advised to and has been given the opportunity to consult with the undersigned's own legal, financial and tax advisors regarding the legal, financial and tax consequences of the transactions contemplated by the Merger Agreement, and has waived himself or herself of such right and opportunity (to the extent that the undersigned so desires), and (iii) it is competent to execute this Letter of Transmittal free from coercion, undue influence. Without limiting the foregoing, the undersigned agrees that the information contained in this Letter of Transmittal may be shared with the Company and the Stockholders representative in connection with this transaction.

For the avoidance of doubt, and without limitation of the foregoing, the undersigned hereby acknowledges and agrees that any payments made to the undersigned pursuant to the Merger Agreement shall be final and binding and in no event shall Parent or the Surviving Corporation or any of their respective Affiliates have any liability to the undersigned for payment or disbursement by any Person (including Agent, Company, Stockholders, Representative and the Surviving Corporation) and their respective Affiliates and representatives (including the Exchange Agent) in accordance with the Merger Agreement.

The undersigned acknowledges that the Exchange Agent or Parent, as applicable, will not deliver the applicable portion of the Merger Consideration due and payable to the undersigned unless the Company delivers the certificate pursuant to Section 6.01(b) of the Merger Agreement (the "BIRRA Certificate") and the undersigned delivers to the Exchange Agent:

- this Letter of Transmittal paper, completed and executed by the undersigned;
 - an Accredited Investor Certification (which is enclosed with this Letter of Transmittal);
 - an Adoption Agreement (which is enclosed with this Letter of Transmittal);
 - a counterparty signature to the Voting and Support Agreement (which is enclosed with this Letter of Transmittal); and
 - an IRS Form W-9 (which is enclosed with this Letter of Transmittal) or applicable Form W-8, executed by the undersigned, as applicable.
- The undersigned acknowledges that it is a condition to receiving shares of Parent Common Stock as consideration pursuant to the Merger Agreement that the undersigned hereby acknowledges and agrees that:
- the Seventh Amended and Restated Voting Agreement, dated as of November 12, 2021, by and among Parent and the parties thereto, which is enclosed with this Letter of Transmittal, and as may be amended or supplemented, shall be deemed to be amended and restated (the "Parent Voting Agreement") shall be binding upon the undersigned as a Stockholder as fully as though not directly signed by the Parent Voting Agreement, and the undersigned shall complete

and execute an Adoption Agreement which is enclosed with this Letter of Transmittal and the Seventh Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of November 17, 2011, by and among the Parent and the parties thereto, which is enclosed with this Letter of Transmittal, and as may be further amended or amended and restated (the "Parent/ROFR/Co-Sale Agreement"). I shall be binding upon the undersigned as a "Key Holder" as fully as though the undersigned were a signatory thereto, notwithstanding the fact that the undersigned is not a direct signatory to the Parent/ROFR/Co-Sale Agreement, and the undersigned shall complete and execute a counterpart signature page to the Parent/ROFR/Co-Sale Agreement, which is enclosed with this Letter of Transmittal, as consideration pursuant to the Merger Agreement that first condition to receive shares of Parent Common Stock that the Voting and Support Agreement, dated as of August 4, 2022, by and among Parent, SPAC Parent and certain stockholders of Parent party thereto, which is enclosed with this Letter of Transmittal, and as may be further amended or amended and restated (the "Voting and Support Agreement"). I shall be binding upon the undersigned as a "Stockholder" as fully as though the undersigned were a signatory thereto, notwithstanding the fact that the undersigned is not a direct signatory to the Voting and Support Agreement, and the undersigned shall complete and execute a counterpart signature page to the Voting and Support Agreement, which is enclosed with this Letter of Transmittal.

The undersigned hereby represents and warrants to the Exchange Agent, for the benefit of Parent (the "Surrendered Securities"), upon the terms and subject to the conditions set forth in the Merger Agreement and this Letter of Transmittal, receipt of which is hereby acknowledged. The undersigned hereby confirms that the Surrendered Securities are represented by book-entry entitlements (including digital certificates or book entries recorded on the Company's electronic record management system ("Certificates")) held by, either, the Exchange Agent, the undersigned or its authorized agents and assigns. I hereby certify that the undersigned hereby authorizes to provide written evidence of such cancellation to Parent, the Company, and the Exchange Agent upon the closing of such transaction with the undersigned, which is the Letter of Transmittal in accordance with the Merger Agreement.

The undersigned hereby represents and warrants that (a) if the undersigned is not a natural person, the undersigned is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) the undersigned has all legal right, power, authority and capacity to execute and deliver this Letter of Transmittal, to perform each of his, her or its obligations hereunder, and to consummate the transactions contemplated hereby; and to participate in the implementation and consummation of the transactions contemplated by the Merger Agreement; (c) this Letter of Transmittal has been only and validly executed and delivered by or on behalf of the undersigned and equities of legal, valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms; subject to (i) applicable law relating to bankruptcy, insolvency and the relief of debtors, and (ii) applicable laws governing specific performance, injunctive relief and other equitable remedies; (d) if the undersigned is not a U.S. person (as such term defined in Rule 902(b) of Regulation S of the Securities Act of 1933, as amended), the undersigned represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with an acquisition of shares of Parent Common Stock in connection with the Merger, including (i) the legal requirements within its jurisdiction for the acquisition of such shares, (ii) any foreign exchange restrictions applicable to such acquisition, (iii) any governmental or other consents that may need to be obtained, (iv) the income tax and other tax consequences, if any, that may be relevant to the acquisition, holding, redemption, sale or transfer of such shares, and (v) that the

Form W-9 contained herein) of a properly completed and signed applicable IRS Form W-9. If the Underwriter is not a U.S. person, as applicable, or (b) the Company's failure to deliver a FD-302A Consideration payment made to the Underwriter and may result in a penalty imposed by the IRS.

The Underwriter acknowledges that the Merger is intended to qualify as a "reorganization" within the meaning of Section 368(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and that each of Parent, Merger, Subs, the Surviving Corporation, the Exchange or Assure (including shares of Parent Common Stock) shall be entitled to deduct or withhold amounts payable thereon required to be deducted or withheld under applicable Tax Law. The Underwriter represents and warrants that the Underwriter has had an opportunity to review with the Underwriter's own tax advisors the tax consequences of the transactions contemplated under the Merger Agreement. The Underwriter understands that the Underwriter must rely solely on its advisors and not on any statements or representations made by Parent, the Company or any of their agents or representatives. The Underwriter represents and warrants that the Underwriter and not Parent, Company, or any of their Affiliates, Agents or representatives shall be responsible for any tax liability that may arise as a result of the transactions contemplated under the Merger Agreement.

The Underwriter acknowledges that the Parent Common Stock have not been registered with the SEC under the Securities Act or been qualified under applicable federal state or other securities law, but instead are being transferred under an exemption or exemptions from the registration and qualification requirements of such securities laws, which impose certain restrictions on the Underwriter's ability to transfer the Parent Common Stock. The Underwriter acknowledges that no public market now exists for the shares of Parent Common Stock and Parent has made its assessment that a public market will ever exist for the shares of Parent Common Stock. The Underwriter acknowledges that the Underwriter may not be registered under the Securities Act or qualified under applicable securities laws, so unless, in the opinion of counsel to Parent or, in the opinion of counsel to the Underwriter delivered to Parent (reasonably satisfactory in form and substance to Parent and its counsel), exemptions from such registration and qualification requirements are available. The Underwriter understands that only Parent may file a registration statement with the SEC or other applicable securities commissions and that Parent is under no obligation to do so with respect to the Parent Common Stock to be issued as Merger Consideration. The Underwriter has also been advised that exemptions from registration and qualification may not be available or may not permit the Underwriter to transfer all or any of the Parent Common Stock in the amounts or at the times proposed by the Underwriter. The Underwriter acknowledges that any exemption from registration or qualification is available, if any, may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Parent Common Stock, and on requirements relating to Parent which are outside of the control of the Underwriter, and which, if Parent is under no obligation to, and may not be able to, satisfy.

The Underwriter understands that the shares of Parent capital stock issued as Merger Consideration and any securities issued in respect of or exchange for such shares, may be novated with one or all of the following legends:

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO OR IN CONNECTION WITH THE SALE OF OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED HERETO OR AN OPINION OF COUNSEL IN A FORM

SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER RESTRICTIONS AS CONTAINED IN THE BYLAWS OF THE COMPANY.

THE SHARES EMBODIED HEREIN ARE SUBJECT TO A VOTING AGREEMENT AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THIS VOTING AGREEMENT INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN.

THE SHARES REPRESENTED HEREBY ARE SUBJECT TO AN AGREEMENT THAT SUBJECTS ALL OR A PORTION OF SUCH SHARES TO POSSIBLE FORFEITURE AND MAY NOT BE TRANSFERRED WITHOUT THE EXPRESS INSTRUCTION OF THE COMPANY. A COPY OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

Any legend set forth in, or required by, the governing documents of Parent, or any legend required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate, instrument or book entry, is appended.

The undersigned hereby represents and warrants that the mailing address, wire transfer information, and information provided for special payment or delivery, as applicable, set forth in this Certificate of Transmittal is true, correct and complete, and the undersigned hereby agrees to indemnify and hold harmless Parent, the Company, the Surviving Corporation, the Exchange Agent and their respective agents and representatives from any claims by any person, including the undersigned, relating to the delivery to such address or bank account or payment to such special payment or delivery information, of any Merger Consideration to be paid or issued to the undersigned or on behalf of the undersigned, in respect of the undersigned's Surrendered Securities. It is the obligation of the undersigned to notify the Exchange Agent of any change to the address, wire instructions or special payment or delivery information set forth herein.

The undersigned (a) hereby directs the Exchange Agent to issue any cash payment, by wire transfer or check as set forth below, for the portion of such consideration payable in respect of the Surrendered Securities and as may be due pursuant to the terms of the Merger Agreement in the name(s) of the registered holder(s) appearing at the address set forth below; (b) agrees to promptly inform Parent and the Exchange Agent, in writing, of any change in address, set forth below; and (c) acknowledges that upon delivery of the items identified above by the undersigned to the Exchange Agent, the Exchange Agent shall issue to the undersigned the applicable Closing Cash Consideration in respect of the undersigned's Surrendered Securities and shall instruct Parent to issue to the undersigned the applicable Closing Stock Consideration in respect of the undersigned's Surrendered Securities as applicable.

Stockholders Representative

The undersigned hereby represents and warrants that the undersigned is a duly authorized representative of the Stockholders Representative as defined in the Merger Agreement and hereby agrees and authorizes in full the transactions contemplated by the Merger Agreement, in accordance with the terms and provisions of Section 3.20 of the Merger Agreement.

The undersigned shall execute and/or cause to be delivered to Parent and the Stockholders Representative such instruments and other documents and shall take such other actions, as Parent and the Stockholders Representative may reasonably require in a writing for the purpose of carrying out or overriding any of the provisions of this Letter of Transmittal of the Merger Agreement in each case in Parent's or the Stockholders' Representative's, respectively, sole cost and expense.

Waiver of Notice

In consideration for, and in light of, the payment of the Merger Consideration, the undersigned hereby irrevocably and unconditionally waives any and all preemptive rights, rescission rights, appraisal rights, first refusal, tag along rights, rights to notice, registration rights, allocation rights, consent or voting rights, information rights and similar rights and benefits to which the undersigned may be entitled pursuant to the Company's Governing Documents, any agreements among the Company and any or all of the Company Stockholders (including the undersigned) and applicable law.

Release

The undersigned's share of the Merger Consideration represents the only consideration to be received by the undersigned in exchange for the equity interests of the Company owned by the undersigned. In exchange for such consideration and by execution and delivery of this Letter of Transmittal, the undersigned for himself, herself or itself and on behalf of his, her or its heirs, legal representatives, Affiliates, executors, administrators, successors and assigns (collectively, the "Released Parties"), hereby irrevocably, unconditionally and forever acquiesces, releases, waives, discharges, and covenants not to sue to the fullest extent permitted by applicable law, the Exchange Agent, Parent, the Company (including the former or future officers, directors, employees, shareholders, agents, divisions, affiliated corporations, subsidiaries, Affiliates, managers, affiliated non-corporation entities, representatives, accountants, attorneys, consultants, successors, predecessors and assigns (individually and collectively, the "Released Parties")) from any and all past, present and future debts, losses, costs, accounts, royalties, bills, sums of money, bonds, suits, actions, cases of action, liabilities, contributions, damages, fees, interest, damages, punitive damages, expenses, controversies, coverings, Court's, promises, judgments, liabilities, claims, potential claims, counterclaims, cross-claims, or demands in law or in equity, asserted or unasserted, express or implied, known or unknown, matured or immature, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever, that any of the Released Parties had, presently has or may hereafter have or claim or assert to have against any of the Released Parties by reason of any and all transactions, occurrence, conduct, circumstances, condition, harm, matter, cause of thing that has occurred or existed at any time from the beginning of time up to and including the Effective Time, that in any way arise from or out of, are based upon or relate to (i) such Released Parties' or Relevant Persons' (as applicable) ownership or purported ownership of any option, warrant, purchase, stock or other equity interests or right to any equity interest of Parent, or the Company (including the Surviving Corporation), and (ii) the negotiation or execution of this Letter of Transmittal, the Merger Agreement or any of the other documents referenced in the Merger Agreement or the consummation of any of the transactions contemplated hereby (together, the "Stockholder Gains"). Notwithstanding the foregoing, this release shall not operate to release the undersigned's rights to (a) accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program or contract or agreement with the Company, (ii) any rights for indemnification and/or reimbursement of expenses arising under any indemnification agreement between the undersigned and the Company or under the SBA's certificate of incorporation or other similar governing document of the Company, (iii) any rights under the Merger Agreement and each agreement attached as an exhibit hereto or entered into in connection therewith (including the right to receive the Merger Consideration as set forth therein), or (iv) any claims (which cannot be waived under applicable law). The release is intended to be complete, global and all-

expressing and specifically includes claims that are known, unknown, fixed, contingent or conditional with respect to the matters described herein (but subject to the exceptions set forth herein). With respect to such Stockholder Claims, the undersigned hereby expressly waives any and all rights conferred upon him hereon by any statute or rule of law that provides that a release does not extend to claims that the claimant does not know or suspect to exist in his or her mind at the time of executing the release, which claimant by him or her must have materially affected his/her or its conduct with the released party, including the following provisions of California Civil Code Sections 1542 to the extent applicable to the undersigned: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER MIND AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Confidentiality

The undersigned hereby agrees that all confidential and proprietary information of the Company obtained by the undersigned prior to the Effective Time, as well as the terms of this Letter of Transmittal, the Merger Agreement and any ancillary document to which the undersigned is or shall become a party shall be kept confidential by the undersigned and shall not be used by the undersigned for any purpose provided, however, that (a) the undersigned may disclose such information or terms if required to do so by applicable law, provided that the undersigned promptly notifies Parent and the Company in advance of disclosing such information and takes reasonable steps to minimize the extent of any such required disclosures; (b) if the undersigned is a venture capital fund or institutional investor, the undersigned may disclose the terms of this Letter of Transmittal and the Merger Agreement to its limited partners to the extent required pursuant to the terms of its limited partnership agreement in effect as of the date of this Agreement; (c) following any public announcement of the Merger by or for the undersigned, the undersigned may disclose such information or terms to the extent they become generally available to the public other than by virtue of a breach of the provision by the undersigned or its Affiliates; and (d) the undersigned may disclose such information or terms to its, her or its Representatives, who: (A) need to know such information; and (B) agree to keep it confidential. The undersigned shall be responsible for any action taken by his, her or its Representatives that if such action had been taken by the undersigned would have constituted a breach of this Letter of Transmittal.

Company Investor Agreements

The undersigned hereby agrees and consents to the termination of all Affiliate Agreements on Section 3.12 (g)(v) of the Company Disclosure Letter, to which the undersigned's party, effective as of the Effective Time, without any further liability or obligation to the Company (including the Surviving Corporation), Parent or their respective Subsidiaries.

Acknowledgement

The undersigned acknowledges and agrees that, upon the execution of the Merger Agreement, Article I, Article VIII, Section 4, (b) and Section 9.20 of the Merger Agreement shall be binding upon the undersigned as fully as though the she or it were a signatory thereto, notwithstanding the fact that the undersigned is not a direct signatory of the Merger Agreement.

Miscellaneous

Unless agreed in writing by Parent, the representations, warranties, acknowledgments, full force and effect pursuant to its terms. Any modification to any term of this Letter of Transmittal by the undersigned requires the prior written consent of Parent.

No authority, herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of the undersigned.

The undersigned hereby acknowledges and agrees that Parent and its Affiliates (including the Surviving Corporation) are third-party beneficiaries of this Letter of Transmittal and any representations, warranties, acknowledgments, agreements, waivers and covenants are made to and for the benefit of each of Parent, its Affiliates (including the Surviving Corporation) and the Exchange Agreement severally and shall be enforceable by each of Parent, its Affiliates (including the Surviving Corporation) and the Exchange Agreement severally, provided that the provisions hereof applicable to the Stockholders' Representative are intended and shall be for the benefit of as a third party beneficiary.

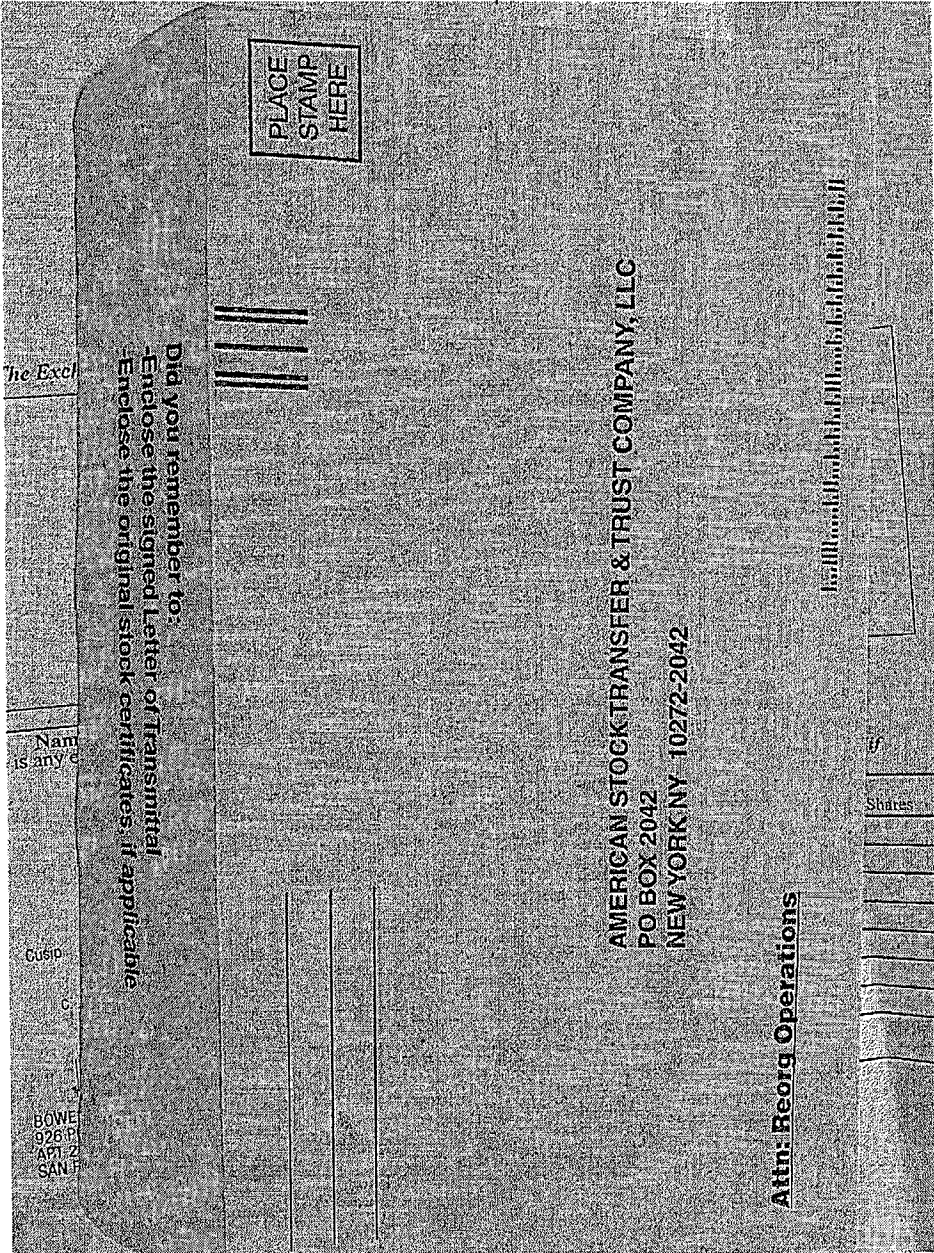
This Letter of Transmittal shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

The undersigned hereby agrees that any legal proceeding seeking to enforce any provision of or based on any matter arising out of or in connection with this Letter of Transmittal or the Merger Agreement or the transactions contemplated hereby, or thereby shall be brought in any federal or state court located in the State of Delaware, and the undersigned hereby irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts herefrom) in any such legal proceeding and irrevocably waives to the fullest extent permitted by law, any objection that he, she or it may now or hereafter have to the laying of the venue of any such legal proceeding in any such court or that any such legal proceeding brought in any such court has been brought in an inconvenient forum.

THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER OF TRANSMITTAL OR THE MERGER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any term or provision of this Letter of Transmittal shall, for any reason and to any extent, be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Letter of Transmittal or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, Parent shall modify this Letter of Transmittal so that the transactions contemplated by this Letter of Transmittal and the Merger Agreement be consummated as originally contemplated to the greatest extent possible.

Notwithstanding anything herein to the contrary, if this Letter of Transmittal is submitted by the undersigned prior to the Effective Date, then this Letter of Transmittal shall automatically be terminated and shall have no force and effect upon the termination of the Merger Agreement in accordance with its terms.



IMPORTANT - SIGNATURE PAGE

Must be signed by registered holder(s) exactly as name(s) appear(s) on a security position listing or by person(s) authorized to become registered holder(s) by documents transmitted herewith. Signature below certifies that no language alterations have been made in any way to this form of Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title. See instructions to this Letter of Transmittal.

Dated: 11/01/2022

Sign Here X: _____
(Signature(s) of Owner(s))

Name(s): BOWEN LIU
(Please Print)

Capacity: SELF

Address: 926 POWELL ST SAN FRANCISCO CA 94108

Telephone No: 510-449-3451

Email Address: ben.bowen@gmail.com

(Complete the IRS Form W-9 contained herein or appropriate Form W-8, as applicable)

SIGNATURE GUARANTEE
(Carefully review the Instructions to this Letter of Guarantee)

Dated: _____

Authorized Signature: _____

Name: _____
(Please Print)

Title: _____
(Please Print)

Name of Firm: _____

Telephone No: _____

Address: _____

If you have completed the Special Payment / Delivery Section on the previous page, your signature must be Medallion Guaranteed by an eligible financial institution (see Instruction 4).

(Apply Medallion Signature Guarantee Stamp Here)

ADOPTION AGREEMENT

This adoption agreement ("Adoption Agreement") is executed on Nov 11, 2022, by the undersigned (the "Holder") pursuant to the terms of that certain Seventh Amended and Restated Voting Agreement dated as of November 12, 2021, as amended (the "Agreement"), by and among the Company and certain of its stockholders, as such agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this adoption agreement shall have the respective meanings ascribed to such terms in the agreement. By the execution of this adoption agreement, the holder agrees as follows:

1.1 Acknowledgement. Holder acknowledges that holder is acquiring certain shares of the capital stock of the company (the "Stock") or options, warrants or other rights to purchase such stock (the "Options"), for one of the following reasons (check the correct box):

- as a transferee of shares from a party in such party's capacity as an "investor" bound by the agreement, and after such transfer, holder shall be considered an "investor" and a "stockholder" for all purposes of the agreement.
- as a transferee of shares from a party in such party's capacity as a "key holder" bound by the agreement, and after such transfer, holder shall be considered a "key holder" and a "stockholder" for all purposes of the agreement.
- as a new investor in accordance with subsection 7.1(a) of the agreement, in which case holder will be an "investor" and a "stockholder" for all purposes of the agreement.
- in accordance with subsection 7.1(b) of the agreement, as a new party who is not a new investor, in which case holder will be a "stockholder" for all purposes of the agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, Options and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below. Holder's signature hereto:

HOLDER

BOWEI LIU
(please print)

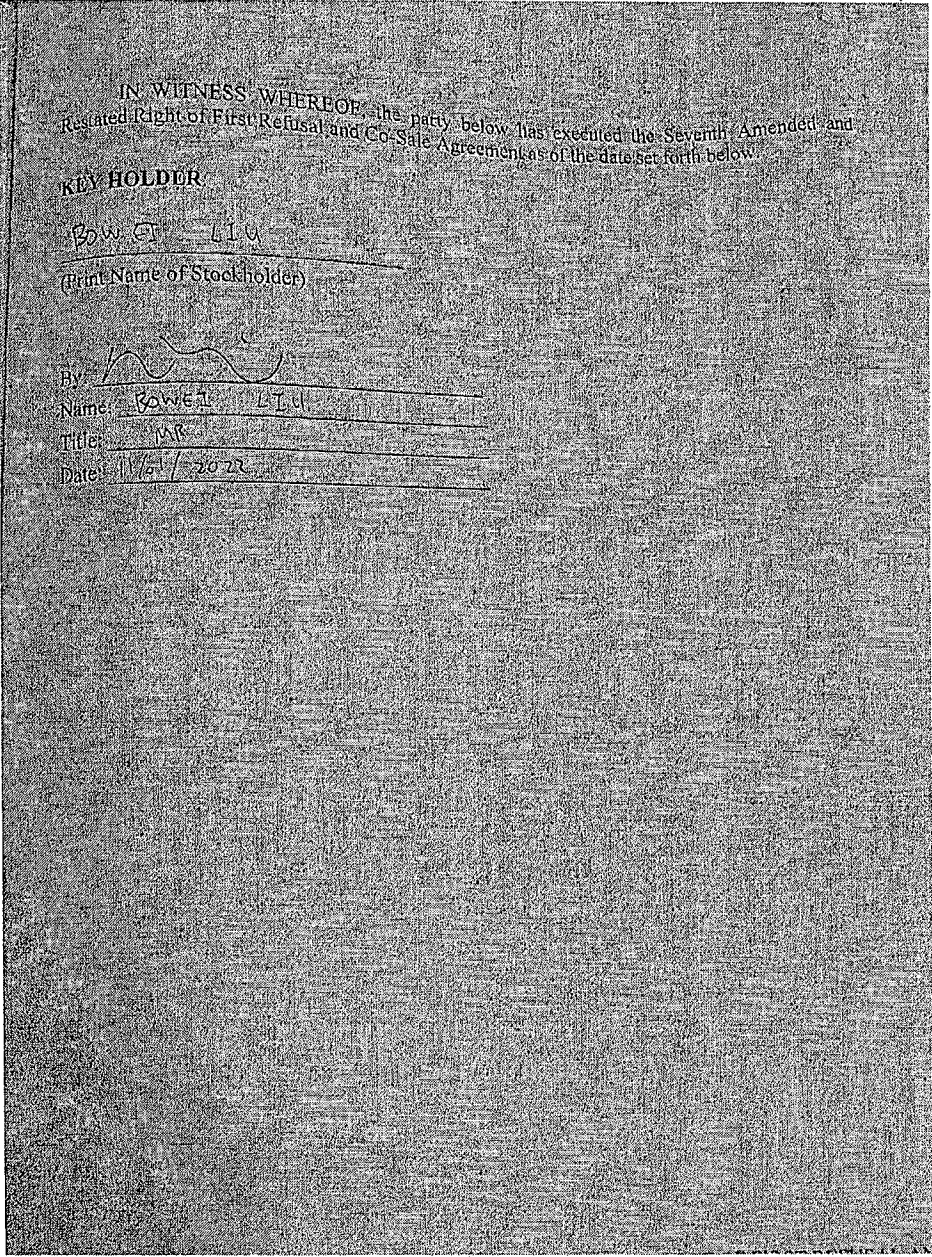
By: [Signature]

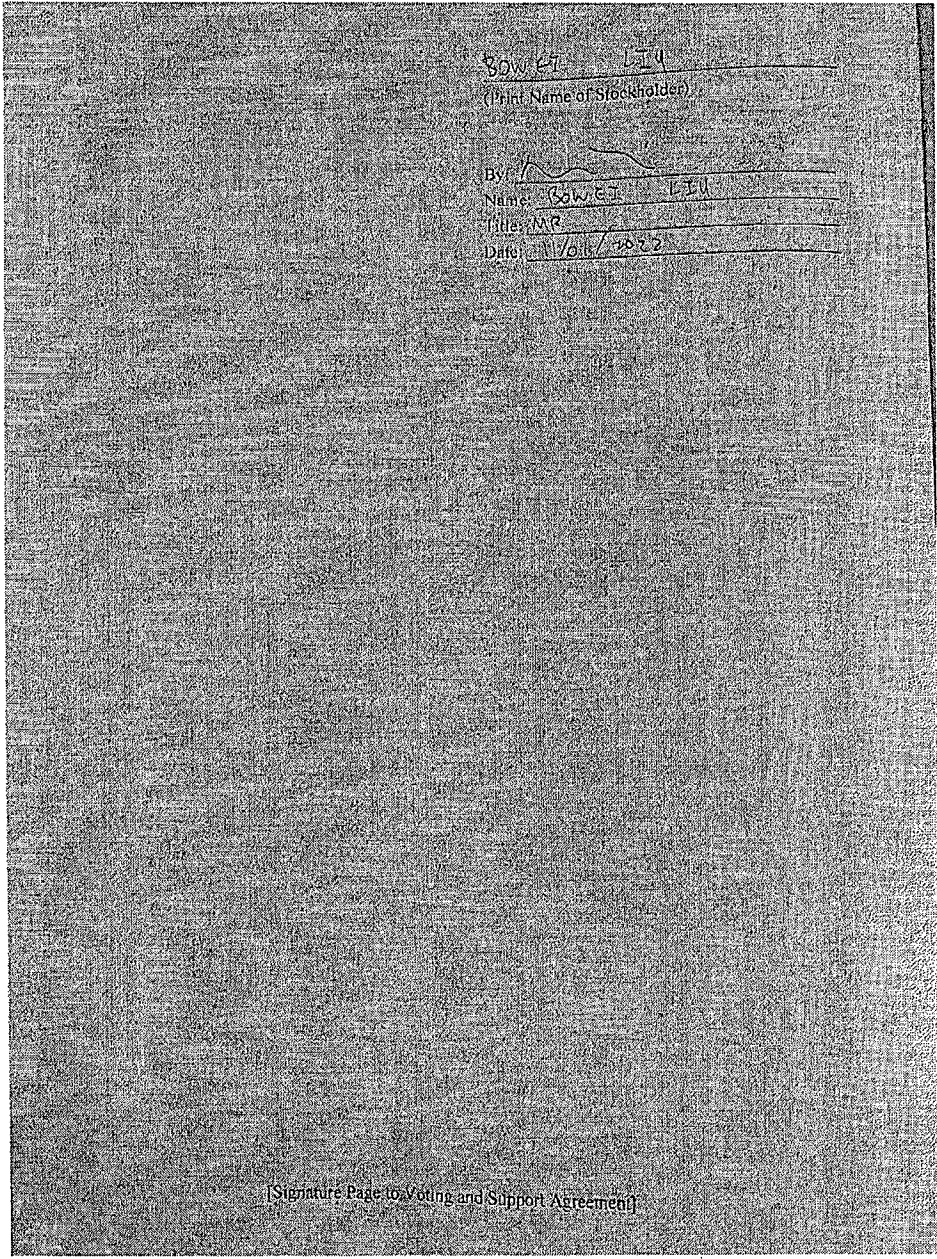
Address: 926 POWELL ST

Name: BOWEI LIU

SAN FRANCISCO CA 94108

Title: MR.





SOW ET L.L.U.
(Print Name of Stockholder)
By: _____
Name: SOW ET L.L.U.
Title: MR
Date: 11/01/2022

[Signature Page to Voting and Support Agreement]

Title Bowei Liu - Separation Agreement
File name Bowei Liu - Separ...ment.docx (1).pdf
Document ID 92cab48ddaa839e572a70e42d56102878b0685ce
Audit trail date format MM / DD / YYYY
Status Signed

Document History

SENT 01 / 16 / 2023 06:20:31 UTC-8 Sent for signature to Marci Bennett (marci@plastiq.com) and Bowei Liu (liubowei@gmail.com) from david.borrego@plastiq.com IP: 73.15.167.126

VIEWED 01 / 16 / 2023 20:51:29 UTC-8 Viewed by Marci Bennett (marci@plastiq.com) IP: 66.8.216.87

SIGNED 01 / 16 / 2023 20:51:45 UTC-8 Signed by Marci Bennett (marci@plastiq.com) IP: 66.8.216.87

VIEWED 01 / 17 / 2023 13:44:42 UTC-8 Viewed by Bowei Liu (liubowei@gmail.com) IP: 73.63.148.191

SIGNED 01 / 17 / 2023 13:46:46 UTC-8 Signed by Bowei Liu (liubowei@gmail.com) IP: 73.63.148.191

COMPLETED 01 / 17 / 2023 13:46:46 UTC-8 The document has been completed.



Bowei Liu <liubowei@gmail.com>

Acquisition-converted options got removed

6 messages

support@carta.com <support@carta.com>
To: "liubowei@gmail.com" <liubowei@gmail.com>

Fri, Dec 2, 2022 at 8:14 AM

Hi Bowei,

Thank you for contacting Carta Support, this is Karina and I will gladly assist you.

On your portfolio under the company Plastiq, Inc., there is only one security: ES-979. With Nearside Business Corp., there are securities ES-8, CS-3 and CS-20.

If your securities have been modified, or you do not see securities that were supposed to be under your portfolio, I would kindly advise you to Contact the Issuing Company, only they will be able to assist you in that matter.

Best Regards,

Karina Alves
Carta Support Team

Case # 01230321

Our exciting new Help Center has arrived. Check it out!

The contents of this email message and any attachments may contain information that is privileged and confidential. Nothing contained in this email constitutes tax, legal, insurance or investment advice, nor does it constitute a solicitation or an offer to buy or sell any security or other financial instrument. If you are not the intended recipient, any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender and permanently delete all copies and attachments that you may have. To ensure delivery to your inbox, add welcome@carta.com and support@carta.com to your address book.

Bowei Liu <liubowei@gmail.com>
To: "support@carta.com" <support@carta.com>

Fri, Dec 2, 2022 at 10:11 AM

Hi, i previously received emails about receiving securities NSCS-1 and NSCS-10, which i executed, but they don't show up in my dashboard. If they have been removed, can you provide me with copies of the agreements i executed prior to their removal?

[Quoted text hidden]

support@carta.com <support@carta.com>
To: "liubowei@gmail.com" <liubowei@gmail.com>

Fri, Dec 2, 2022 at 10:23 AM

Hi Bowei,

Thank you for your reply.

If the documents you are looking for are not already present on your Carta account, I would kindly advise you to Contact the Issuing Company, only they would be able to assist in providing further documentation. Carta platform merely reflects the information that the issuing company registers on their end.

Best Regards,

Karina Alves
Carta Support Team

Case # 01230321

Our exciting new Help Center has arrived. Check it out!

[Quoted text hidden]

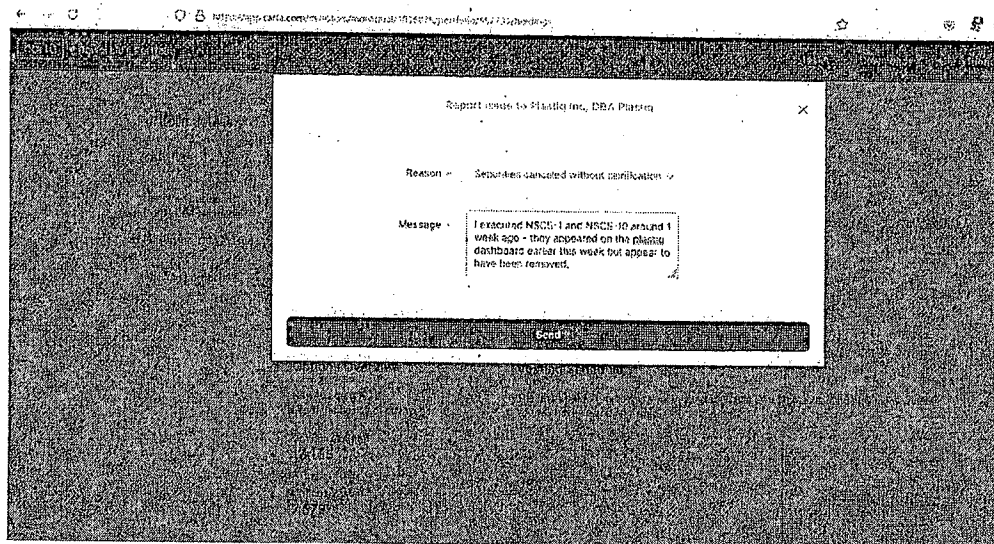
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This communication is intended only for the recipient to whom it is addressed. It may contain information that is privileged and confidential. Nothing contained in this email constitutes tax, legal, insurance or investment advice, nor does it constitute a solicitation or an offer to buy or sell any security or other financial instrument. If you are not the intended recipient of this message, any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender and permanently delete all copies that you may have:

[Quoted text hidden]

Bowei Liu <liubowei@gmail.com>
To: "support@carta.com" <support@carta.com>

Fri, Dec 2, 2022 at 10:53 AM



Hi, i have contacted the issuing company.

In the meantime, could you help provide me with the signature keys of my approval and the individuals and signature keys of the other plastiq approvals on the now-vanished NSCS-1 and NSCS-10 certificates? I accessed them 3 days ago.

Thanks,
Bowe

[Quoted text hidden]

support@carta.com <support@carta.com>
To: "liubowei@gmail.com" <liubowei@gmail.com>

Mon, Dec 5, 2022 at 7:27 AM

Hi Bowei,

Thank you for your reply.

Carta platform merely reflects what the issuing company registers on their end. If the securities no longer appear on your Carta account, only Plastiq can assist you in this matter. I would kindly advise you to wait for their answer, only they can provide further information about the securities that no longer appear on your portfolio.

Best Regards,

[Quoted text hidden]
[Quoted text hidden]

Carta Support <support@carta.com>
To: "liubowei@gmail.com" <liubowei@gmail.com>

Wed, Dec 7, 2022 at 7:27 AM

Hi,

We haven't heard back from you on case 01230321. If your issue is not resolved, please reply to this email thread so we can help you.

If you are not facing the issue anymore or you would like to close the case, please disregard this email.

We will automatically close this case (01230321) in 4 business days without any further action required on your part.

Regards,

Karina Alves

Carta Support

[Quoted text hidden]



Bowei Liu <liubowei@gmail.com>

Issue with Plastiq option grant in Carta

12 messages

Bowei Liu <liubowei@gmail.com>

Tue, Jan 10, 2023 at 2:30 PM

To: People Ops <peopleteam@plastiq.com>, bowei.liu@plastiq.com, Marci Bennett <marci@plastiq.com>

Hi,

This is Bowei - I've noticed an issue with my Carta stock grants. As a Nearside employee, i had 3 grants - 2 options and 1 rsu. Only the most recent option grant has been converted to Plastiq shares at the 1 : 1.06 ratio. If i'm not mistaken, I expect around 30K plastiq shares of the 2019-issued options, and around 90K plastiq shares of the 2019-issued RSUs - is that right?

See attached screenshot. I've contacted Carta support already but they notified me it's something that has to be resolved on the Plastiq side.

Nearside Business Corp., DBA Nearside \$5.78
3 Securities

• Exercised: 0 • Vested: 7,224 • Total: 12,359

Option grants	RSA
12,359	114,286

Holdings

12,359 Options (ISO) ES-0 Issued on 07/29/2020 Vesting	>	28,571 Shares CS-20 Issued on 07/23/2019 Vesting	>	85,715 Shares CS-3 Issued on 03/25/2019 Vesting
--	---	--	---	---

[View more details ->](#)

Plastiq Inc, DBA Plastiq CURRENT FAV Ⓞ
\$1.72
1 Security

• Exercised: 0 • Vested: 0,227 • Total: 13,165

Option grants
13,165

Holdings

13,165 Options (ISO) ES-779 Issued on 07/29/2020 Vesting
--

Thanks,
Bowei

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: liubowei@gmail.com

Tue, Jan 10, 2023 at 2:30 PM

Hello liubowei@gmail.com,

We're writing to let you know that the group you tried to contact (peopleteam) may not exist, or you may not have permission to post messages to the group. A few more details on why you weren't able to post:

* You might have spelled or formatted the group name incorrectly.

- * The owner of the group may have removed this group.
- * You may need to join the group before receiving permission to post.
- * This group may not be open to posting.

If you have questions related to this or any other Google Group, visit the Help Center at <https://support.google.com/a/plastiQ.com/bin/topic.py?topic=25838>.

Thanks,

plastiQ.com admins

----- Original message -----

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Tue, 10 Jan 2023 14:30:40 -0800 (PST)

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spf=pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender)

smtp.mailfrom=liubowei@gmail.com;

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Return-Path: <liubowei@gmail.com>

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Tue, 10 Jan 2023 14:30:40 -0800 (PST)

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Jan 2023 14:30:38 -0800 (PST)
MIME-Version: 1.0
From: Bowei Liu <liubowei@gmail.com>
Date: Tue, 10 Jan 2023 14:30:27 -0800
Message-ID: <CAP5z3PoZkPvfmWp8dkR_yjoVh5N2dX6bJTMQgJ5GBAQbMOQpw@mail.gmail.com>
Subject: Issue with PlastiQ option grant in Carta
To: People Ops <peopleteam@plastiQ.com>, bowei.liu@plastiQ.com,
Marci Bennett <marci@plastiQ.com>
Content-Type: multipart/related; boundary="000000000000eb2e9205f1f06e20"

----- Message truncated -----

Bowei Liu <bowei.liu@plastiQ.com> Tue, Jan 10, 2023 at 2:31 PM
To: Bowei Liu <liubowei@gmail.com>
Cc: People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

+ peopleteam@ since i can't send there from my personal gmail.
[Quoted text hidden]

Marci Bennett <marci@plastiQ.com> Tue, Jan 10, 2023 at 2:40 PM
To: Bowei Liu <bowei.liu@plastiQ.com>
Cc: Bowei Liu <liubowei@gmail.com>, Stock Options <stock-options@plastiQ.com>, People Ops <peopleteam@plastiQ.com>

Hi Bowei,

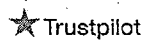
I'm looping in PlastiQ's stock-admin team for help here.

Thanks,



Marci Bennett

PlastiQ | VP, People
Email: marci@plastiQ.com



[Quoted text hidden]

Alexandra Carrou <Alexandra.Carrou@plastiQ.com> Tue, Jan 10, 2023 at 4:28 PM
To: Bowei Liu <bowei.liu@plastiQ.com>, Bowei Liu <liubowei@gmail.com>
Cc: Stock Options <stock-options@plastiQ.com>, People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi Bowei,

Your option award has been converted and issued. You should be able to see this in Carta.

Option grant
ES-979

Details
 Exercise periods
 Exercises
 Vesting schedule
 Personnel details
 Compliance
 Approvals
 Documents and notes

Print

Option grant holder

Name: Bowei Liu
 Email: liubowei@gmail.com
 Grant reason: None entered
 Status: Outstanding

Quantities

Original quantity: 13,165 options (ISO)
 Exercised quantity: 0 options
 Remaining quantity: 13,165 options
 Expired quantity: 0 options
 Exercise price: \$0.43 (USD)

We're still waiting for confirmation from Latham to add your shares.

Best,
Alex

[Quoted text hidden]
[Quoted text hidden]

You received this message because you are subscribed to the Google Groups "Stock Options" group. To unsubscribe from this group and stop receiving emails from it, send an email to stock-options+unsubscribe@plastiQ.com. To view this discussion on the web visit https://groups.google.com/a/plastiQ.com/d/msgid/stock-options/CANJXjLmavxSUW_CqZ%2Bc-vzyjRCgaYVZQzrayVJ_SHuzyWa8BGQ%40mail.gmail.com.

Bowei Liu <liubowei@gmail.com> Fri, Jan 13, 2023 at 10:44 AM
 To: Alexandra Carrou <Alexandra.Carrou@plastiQ.com>
 Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>, People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi,

I contacted Latham and they indicated that they are waiting to process my account after they receive the funds from PlastiQ.

Are you already aware of the action required on your end?

Thanks,
Bowei
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
 To: liubowei@gmail.com

Fri, Jan 13, 2023 at 10:44 AM

Hello liubowei@gmail.com,

We're writing to let you know that the group you tried to contact (peopleteam) may not exist, or you may not have permission to post messages to the group. A few more details on why you weren't able to post:

- * You might have spelled or formatted the group name incorrectly.
- * The owner of the group may have removed this group.
- * You may need to join the group before receiving permission to post.
- * This group may not be open to posting.

If you have questions related to this or any other Google Group, visit the Help Center at <https://support.google.com/a/plastiQ.com/bin/topic.py?topic=25838>.

Thanks,

plastiQ.com admins

----- Original message -----

X-Received: by 2002:ac8:524c:0:b0:3ad:1dd4:9b49 with SMTP id y12-20020ac8524c00000b003ad1dd49b49mr28860090qtn.39.1673635494420;

Fri, 13 Jan 2023 10:44:54 -0800 (PST)

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ARC-Message-Signature: i=1; a=rsa-sha256; c=relaxed/relaxed; d=google.com; s=arc-20160816;

h=cc:to:subject:message-id:date:from:in-reply-to:references

:mime-version:dkim-signature;

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ARC-Authentication-Results: i=1; mx.google.com;

dkim=pass header.i=@gmail.com header.s=20210112 header.b=jRYtR5sp;

spf=pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender)

smtp.mailfrom=liubowei@gmail.com;

dmARC=pass (p=NONE sp=QUARANTINE dis=NONE) header.from=gmail.com

Return-Path: <liubowei@gmail.com>

Received: from mail-sor-f41.google.com (mail-sor-f41.google.com. [209.85.220.41])

by mx.google.com with SMTPS id ey26-20020a05622a4c1a00b0035ba1715008sor14241116qtb.0.2023.01.13.10.44.54 (Google Transport Security);

Fri, 13 Jan 2023 10:44:54 -0800 (PST)

Received-SPF: pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender) client-ip=209.85.220.41;

Authentication-Results: mx.google.com;

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spf=pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender)

smtp.mailfrom=liubowei@gmail.com;

dmARC=pass (p=NONE sp=QUARANTINE dis=NONE) header.from=gmail.com

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bq6-20020a05622a1c0600b003a6bb94f583mr4139204qtb.321.1673635493019; Fri, 13
Jan 2023 10:44:53 -0800 (PST)
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In-Reply-To: <CADU25dRd5Z-TFwBtrt2hsh9xfR1qMyb460ti8UhHSqGUvT9z3w@mail.gmail.com>
From: Bowei Liu <liubowei@gmail.com>
Date: Fri, 13 Jan 2023 10:44:41 -0800
Message-ID: <CAP5z3PqR2Ci4C8YQwORE_0zRC-nSs-HPKLFZga5o=nia2P7mwQ@mail.gmail.com>
Subject: Re: Issue with PlastiQ option grant in Carta
To: Alexandra Carrou <Alexandra.Carrou@plastiQ.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>,
People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>
Content-Type: multipart/related; boundary="0000000000000d2e8505f229a1da"

----- Message truncated -----

Alexandra Carrou <Alexandra.Carrou@plastiQ.com> Fri, Jan 13, 2023 at 11:38 AM
To: Bowei Liu <liubowei@gmail.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>, People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi Bowei,

I will look into this and get back to you.

Best,
Alex
[Quoted text hidden]

Bowei Liu <liubowei@gmail.com> Thu, Jan 26, 2023 at 9:45 AM
To: Alexandra Carrou <Alexandra.Carrou@plastiQ.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>, People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi,

Just checking in - any action required here on my end?

Thanks,
Bowei
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, Jan 26, 2023 at 9:45 AM
To: liubowei@gmail.com

Hello liubowei@gmail.com,

We're writing to let you know that the group you tried to contact (peopleteam) may not exist, or you may not have permission to post messages to the group. A few more details on why you weren't able to post:

- * You might have spelled or formatted the group name incorrectly.
- * The owner of the group may have removed this group.
- * You may need to join the group before receiving permission to post.
- * This group may not be open to posting.

If you have questions related to this or any other Google Group, visit the Help Center at <https://support.google.com/a/plastiQ.com/bin/topic.py?topic=25838>.

Thanks,

plastiQ.com admins

----- Original message -----

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Thu, 26 Jan 2023 09:45:13 -0800 (PST)

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ARC-Authentication-Results: i=1; mx.google.com;

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spf=pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender)

smtp.mailfrom=liubowei@gmail.com;

dmARC=pass (p=NONE sp=QUARANTINE dis=NONE) header.from=gmail.com

Return-Path: <liubowei@gmail.com>

Received: from mail-sor-f41.google.com (mail-sor-f41.google.com. [209.85.220.41])

by mx.google.com with SMTPS id fq9-20020a056214258900b005350ead95a9sor1249473qvb.25.2023.01.26.09.45.13 (Google Transport Security);

Thu, 26 Jan 2023 09:45:13 -0800 (PST)

Received-SPF: pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender) client-ip=209.85.220.41;

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spf=pass (google.com: domain of liubowei@gmail.com designates 209.85.220.41 as permitted sender)

smtp.mailfrom=liubowei@gmail.com;

dmARC=pass (p=NONE sp=QUARANTINE dis=NONE) header.from=gmail.com

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

d=gmail.com; s=20210112;

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h7-20020a0ceda7000000b00537ab77f9mr171704qvr.42.1674755112229; Thu, 26 Jan
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In-Reply-To: <CADU25dS0eHVHe9XMWViM6PjbXWkz3VTY+0=KJhwS12A5+=pBN5g@mail.gmail.com>
From: Bowei Liu <liubowei@gmail.com>
Date: Thu, 26 Jan 2023 09:45:01 -0800
Message-ID: <CAP5z3PodH04P0Sf26K7Ev0Qx0dtHzNjPRbFxivYib=_gGB+QRw@mail.gmail.com>
Subject: Re: Issue with PlastiQ option grant in Carta
To: Alexandra Carrou <Alexandra.Carrou@plastiQ.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>,
People Ops <peopleteam@plastiQ.com>, Marci Bennett <marci@plastiQ.com>
Content-Type: multipart/related; boundary="0000000000008dffba05f32e4f59"

----- Message truncated -----

Bowei Liu <liubowei@gmail.com> Wed, Feb 1, 2023 at 10:29 PM
To: Alexandra Carrou <Alexandra.Carrou@plastiQ.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi,

Could you please give me an update on this, or let me know if there isn't any currently and when to expect one?

Thanks,
Bowei
[Quoted text hidden]

Alexandra Carrou <Alexandra.Carrou@plastiQ.com> Thu, Feb 2, 2023 at 8:09 AM
To: Bowei Liu <liubowei@gmail.com>
Cc: Bowei Liu <bowei.liu@plastiQ.com>, Stock Options <stock-options@plastiQ.com>, Marci Bennett <marci@plastiQ.com>

Hi Bowei,

We're still waiting on information from Latham. We will update Carta as soon as we have the information.

Best,
Alex
[Quoted text hidden]

Jason

[Quoted text hidden]

Bowei Liu <liubowei@gmail.com>

Thu, Nov 17, 2022 at 10:18 PM

To: Jason Kornfeld <jason@presidio.legal>

Cc: Jason Deal <jd@presidio.legal>, "David.Barker@equiniti.com" <David.Barker@equiniti.com>, Nearside <nearside@mayfieldventurelaw.com>, "thomson@nearside.com" <thomson@nearside.com>

Thanks for the clarification. I can get this to you by tomorrow!

[Quoted text hidden]

Bowei Liu <liubowei@gmail.com>


Sun, Nov 20, 2022 at 12:36 PM

To: Jason Kornfeld <jason@presidio.legal>

Cc: Jason Deal <jd@presidio.legal>, "David.Barker@equiniti.com" <David.Barker@equiniti.com>, Nearside <nearside@mayfieldventurelaw.com>, "thomson@nearside.com" <thomson@nearside.com>

Attached is the executed scanned PDF. Thanks!

[Quoted text hidden]

 **signed-lot-2022-11-18.pdf**
665K

Barker, David <David.Barker@equiniti.com>

Fri, Dec 2, 2022 at 1:00 PM

To: Bowei Liu <liubowei@gmail.com>

Bowei,

We received your completed letter of transmittal, but you did not provide signed copies of pages 16, 17, & 18. Can you please provide those?

Thank you.



David Barker

VP, Team Lead – Relationship Management

Corporate Actions – Escrow and Funding

David.Barker@equiniti.com

+1 929.236.4538 | +1 347.786.0439

6201 15th Avenue


Brooklyn, NY 11219

From: Bowei Liu <liubowei@gmail.com>
Sent: Sunday, November 20, 2022 3:36 PM
To: Jason Kornfeld <jason@presidio.legal>
Cc: Jason Deal <jd@presidio.legal>; Barker, David <David.Barker@equiniti.com>; Nearside <nearside@mayfieldventurelaw.com>; thomson@nearside.com
Subject: Re: Nightingale - Accredited Investor Questionnaire

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

The information contained in this e-mail message, together with any attachments thereto, is intended only for the personal and confidential use of the addressee named above. The message and the attachments are or may be privileged or protected communication. If you are not the intended recipient of this message, or authorized to receive it for the intended recipient, you have received this message in error, and you are not to review, use, disseminate, distribute or copy this message, any attachments thereto, or their contents. If you have received this message in error, please immediately notify us by return e-mail message, and delete the original message. Thank you.

 **DS_0000010006_005945_26985_(not_booklet_24pg, Letter).pdf**
867K

Bowei Liu <liubowei@gmail.com>
To: "Barker, David" <David.Barker@equiniti.com>

Wed, Dec 7, 2022 at 11:37 PM

Here you go. I believe i mailed them, but if you didnt receive them here are the scans of the ones i signed. Hope this works!

ADOPTION AGREEMENT

This adoption agreement ("Adoption Agreement") is executed on Nov 11, 2022, by and among the "Holder" pursuant to the terms of the certain Seventh Amended and Restated Voting Agreement, dated as of November 12, 2021, as amended ("the Agreement"), by and among the Company and certain of its stockholders, as such agreement may be amended or amended and restated hereinafter. Capitalized terms used but not defined in this adoption agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this adoption agreement, the holder agrees as follows:

11. Acknowledgment. Holder acknowledges that holder is acquiring certain shares of the capital stock of the company (the "Stock") or options, warrants or other rights to purchase such stock (the "Options"), for one of the following reasons (check the correct box):

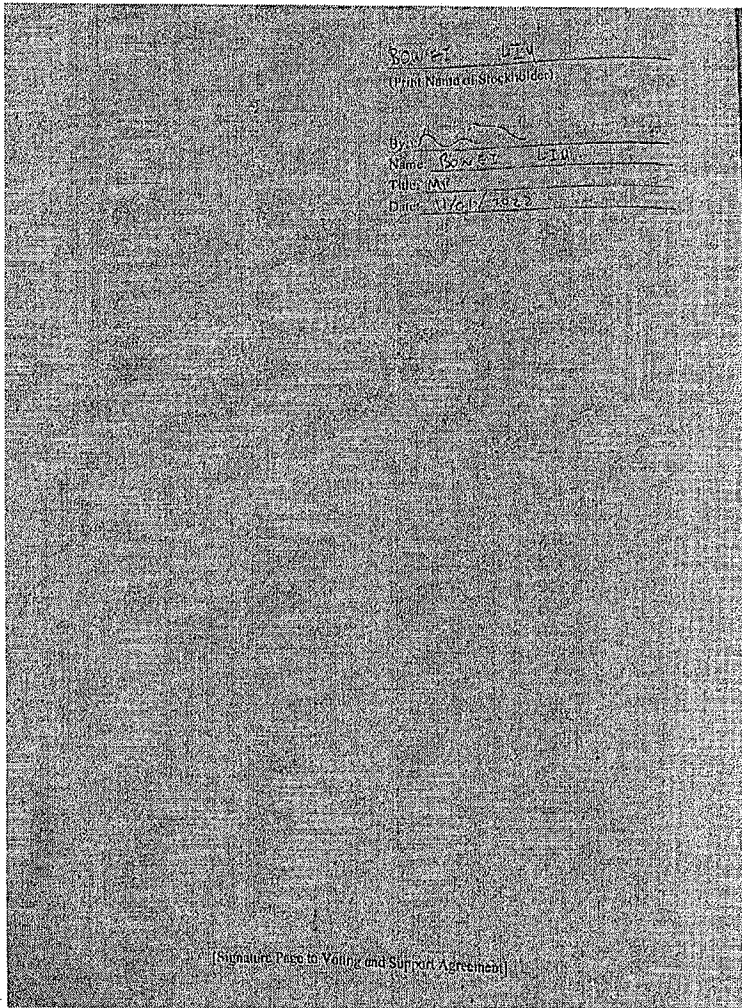
- as a transferee of shares from a party in such party's capacity as an "investor," bound by the agreement, and after such transfer, holder shall be considered an "investor" and a "stockholder" for all purposes of the agreement.
- as a transferee of shares from a party in such party's capacity as a "key holder," bound by the agreement, and after such transfer, holder shall be considered a "key holder" and a "stockholder" for all purposes of the agreement.
- as a new investor in accordance with subsection 7.1(a) of the agreement, in which case holder will be an "investor" and a "stockholder" for all purposes of the agreement.
- in accordance with subsection 7.1(b) of the agreement, as a new party who is not a new investor, in which case holder will be a "stockholder" for all purposes of the agreement.

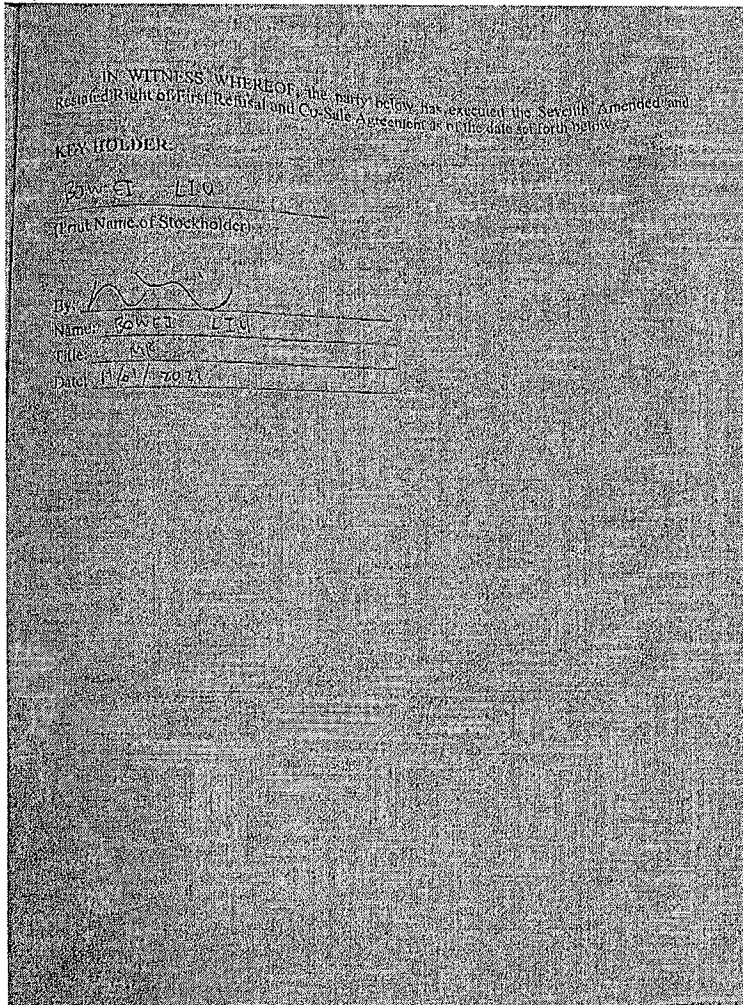
12. Agreement. Holder hereby (a) agrees that the Stock/Options and any other shares of capital stock or securities required by the Agreement to be held hereby shall be bound by and subjected to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if holder were originally a party thereto.

13. Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below. Holder's signature hereto:

HOLDER:
BOWET LLC
 (please print)

By: [Signature] Address: 925 BOWEN ST
 Name: BOWET LLC SAN FRANCISCO CA 94108
 Title: MR





[Quoted text hidden]

Bowei Liu <liubowei@gmail.com>
 To: "Barker, David" <David.Barker@equiniti.com>

Thu, Dec 15, 2022 at 1:53 PM

^ Let me know if you've received the above 3 screenshots of pages 16, 17, and 18, as requested!

Thanks,
Bowei
[Quoted text hidden]

Bowei Liu <liubowei@gmail.com>
 To: "Barker, David" <David.Barker@equiniti.com>

Tue, Jan 10, 2023 at 2:25 PM

Hi, can you confirm the above 3 screenshots of pages 16, 17, and 18 have been received on your end?

Thanks,
Bowei
[Quoted text hidden]

Barker, David <David.Barker@equiniti.com>
 To: Bowei Liu <liubowei@gmail.com>

Thu, Jan 12, 2023 at 9:46 AM

Bowei,

We received them. We will process your account after we receive the funds from Plastiq. You are to receive cash since you stated you were not an accredited investor.

Regards,



David Barker

VP, Team Lead – Relationship Management

Corporate Actions – Escrow and Funding

David.Barker@equiniti.com

+1 929.236.4538 | +1 347.786.0439

6201 15th Avenue

Brooklyn, NY 11219

From: Bowei Liu <liubowei@gmail.com>
Sent: Tuesday, January 10, 2023 5:25 PM
To: Barker, David <David.Barker@equiniti.com>
Subject: Re: Nightingale - Accredited Investor Questionnaire

Hi, can you confirm the above 3 screenshots of pages 16, 17, and 18 have been received on your end?

Thanks,

Bowei

On Thu, Dec 15, 2022 at 1:53 PM Bowei Liu <liubowei@gmail.com> wrote:

^ Let me know if you've received the above 3 screenshots of pages 16, 17, and 18, as requested!

Thanks,

Bowei

On Wed, Dec 7, 2022 at 11:37 PM Bowei Liu <liubowei@gmail.com> wrote:

Here you go. I believe i mailed them, but if you didnt receive them here are the scans of the ones i signed. Hope this works!

ADDITION AGREEMENT

Nov 17, 2023

This addition agreement ("Addition Agreement") is entered on Nov 17, 2023 by the undersigned (the "Holder") pursuant to the terms of the certain Seventh Amended and Restated Voting Agreement dated as of November 17, 2023, as amended (the "Agreement"), by and among the Company and certain of its stockholders, a copy of which may be amended or amended and restated hereafter. Capitalized terms used but not defined in this addition agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this addition agreement, the holder agrees as follows:

1.1. Acknowledgment of Holder acknowledges that holder is acquiring certain shares of the capital stock of the company (the "Stock") for options, warrants or other rights to purchase such stock (the "Options"), for one of the following reasons (check the correct box):

- as a transferee of shares from a party in such party's capacity as an "investor" bound by the agreement, and after such transfer, holder shall be considered an "investor" and a "stockholder" for all purposes of the agreement;
- as a transferee of shares from a party in such party's capacity as a "key holder" bound by the agreement, and after such transfer, holder shall be considered a "key holder" and a "stockholder" for all purposes of the agreement;
- to newly invest in accordance with subsection 7.1(d) of the agreement, in which case holder will be an "investor" and a "stockholder" for all purposes of the agreement;
- in accordance with subsection 7.1(d) of the agreement, as a new party who is not a new investor in which case holder will be a "stockholder" for all purposes of the agreement.

1.2. **Agreement.** Holder hereby (a) agrees that the Stock, Options and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if holder were originally a party thereto.

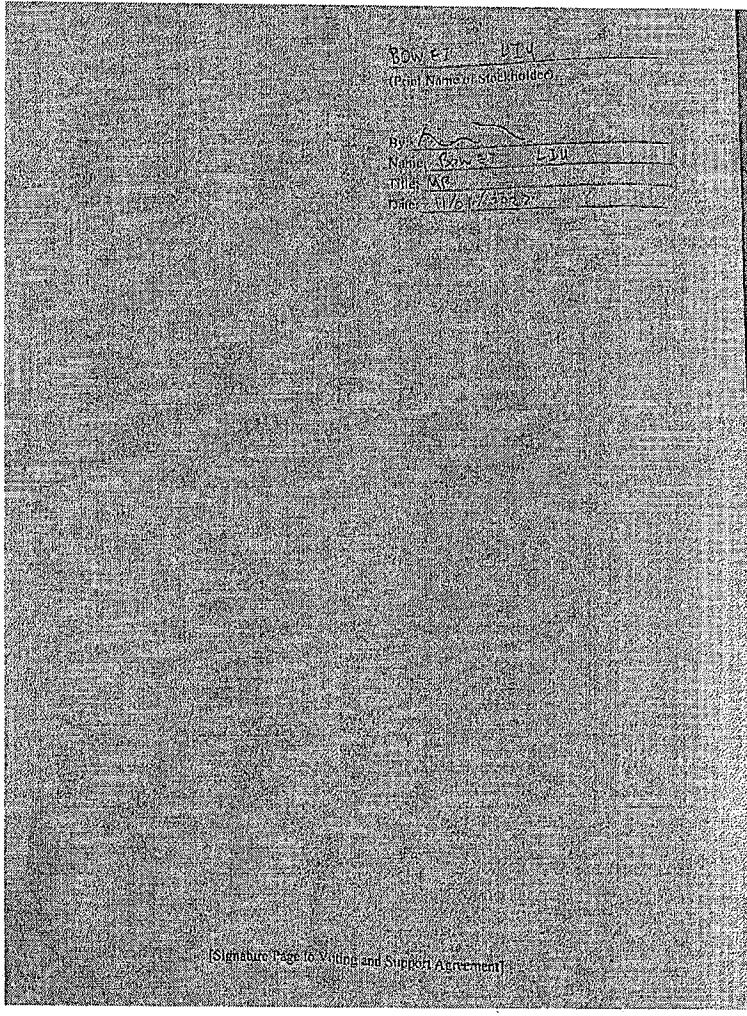
1.3. **Notice.** Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below. Holder's signature here to:

HOLDER:
BOWEN L.L.U.
 (please print)

By: [Signature] Address: 926 POWELL ST.
 Name: BOWEN L.L.U. VAN FRANCISCO CA 94108
 Title: MR

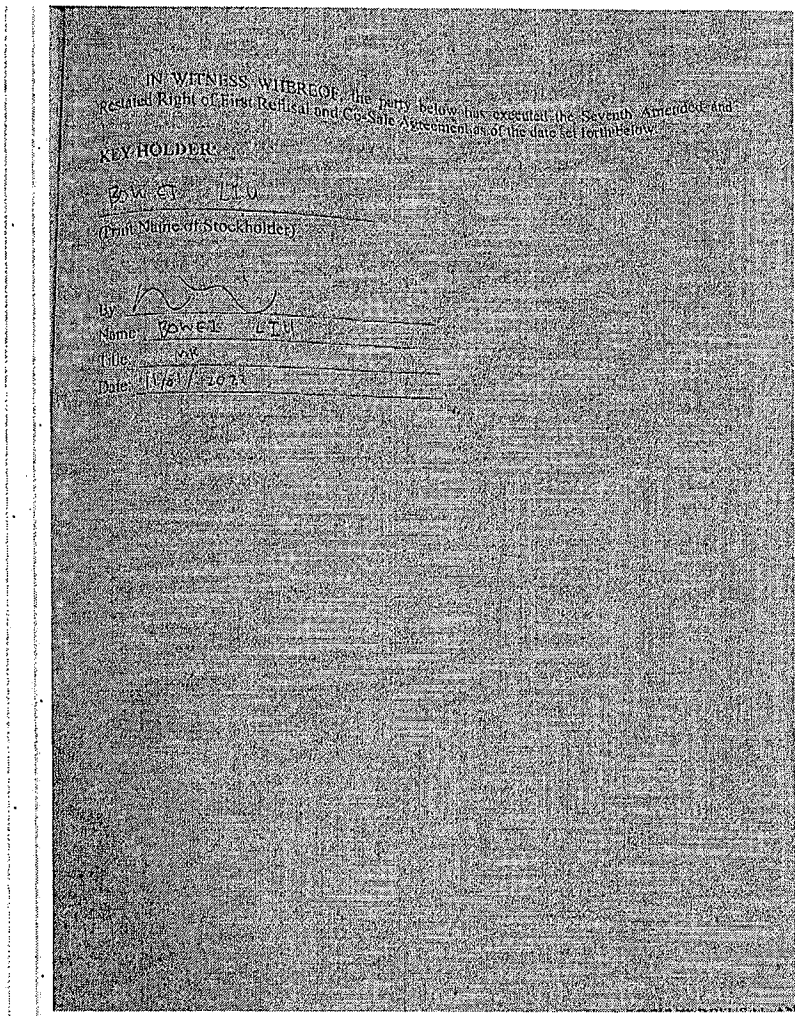
16

Vertical text on the left edge of the document, possibly a page number or document ID.



By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

[Signature Page to Voting and Support Agreement]



[Quoted text hidden]