

1 December, 2021

EPIC Acquisition Corp
Walkers Corporate Limited
190 Elgin Avenue
George Town
Grand Cayman KY1-9008
Cayman Islands

Re: Offering

Ladies and Gentlemen:

This letter (the "**Letter Agreement**") is being delivered to you in accordance with the Underwriting Agreement (the "**Underwriting Agreement**") entered, or to be entered, into by and among EPIC Acquisition Corp, a Cayman Islands exempted company (the "**Company**"), and J.P. Morgan Securities plc, as the sole global coordinator, book runner and underwriter in respect of the Offering (as defined below) (the "**Underwriter**"), relating to an underwritten offering (the "**Offering**") of up to 15,000,000 of the Company's units (the "**Units**"), each Unit comprising one (1) class A ordinary share each with a nominal value €0.0001 (the "**Class A Ordinary Shares**") and one-half (1/2) of a warrant (each whole warrant, a "**Warrant**"). Each Warrant entitles each eligible holder thereof to subscribe for one Class A Ordinary Share at an exercise price of €11.50 per Class A Ordinary Share, subject to certain anti-dilution adjustments. The Units shall be sold in the Offering pursuant to a prospectus (the "**Prospectus**") filed by the Company with, and which has been approved by, *Stichting Autoriteit Financiële Markten* (the "**AFM**"). Certain capitalized terms used herein are defined in paragraph 11 hereof and, in respect of those capitalized terms used but not defined in this Letter Agreement, they shall have the meaning ascribed to them in the Prospectus.

In order to induce the Company and the Underwriter to enter into the Underwriting Agreement and to proceed with the Offering and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EAC Sponsor Limited, a Guernsey incorporated limited liability company (the "**Sponsor**"), and each of the undersigned individuals, each of whom is a member of the Company's board of directors (each an "**Insider**" and, collectively, the "**Insiders**"), hereby irrevocably agree with the Company as follows:

1. The Sponsor and each Insider agree that if the Company seeks shareholder approval of a proposed Business Combination, then in connection with such proposed Business Combination, it, he or she shall: (i) vote all Class B Ordinary Shares owned, and any Shares acquired by, it, him or her in the Offering or the secondary public market (as applicable) in favor of such proposed Business Combination; and (ii) not redeem any Class A Ordinary Shares owned by it, him or her in connection with such shareholder approval.

2. The Sponsor and each Insider hereby agree that in the event that the Company fails to complete a Business Combination by the Business Combination Deadline, the Sponsor and each Insider shall take all reasonable steps to cause the Company to: (a) cease all operations except for the purpose of winding up; (b) as promptly as reasonably possible but not more than ten (10) Trading Days thereafter, subject to lawfully available funds therefore, redeem 100% of the Class A Ordinary Shares, at a per-Class A Ordinary Share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account on the following basis: (i) €10.20 per Class A Ordinary Share in case no Extension Resolution has been passed; (ii) €10.30 per Class A Ordinary Share in case one Extension Resolution has been passed; and (iii) €10.40 per Class A Ordinary Share in case two Extension Resolutions have been passed (in each case excluding any pro rata entitlement to any interest accrued on the Escrow Account (if any)) *minus* any negative interest in excess of the Additional Sponsor Subscription and any release fees payable to the Escrow Agent or other charges payable pursuant to the terms of the Escrow Agreement, divided by the number of then issued and outstanding Class A Ordinary Shares (not held in treasury), which redemption will completely extinguish Class A Ordinary Shareholders' rights as Shareholders (including the right to receive further liquidating distributions, if any); and (c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Shareholders and its Directors, commence to voluntarily wind up the Company, subject in each case to the provisions of the Articles of Association and the obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law with the remaining net assets of the Company being distributed in accordance with the Liquidation Waterfall (to the extent possible). The Sponsor and the Insiders agree to not propose

any amendment to the Articles of Association: (A) to modify the substance or timing of the Company's obligation to allow redemption in connection with the Business Combination or to redeem their Class A Ordinary Shares for cash if the Company proposes an amendment to its Articles of Association; (B) in a manner that would affect the substance or timing of the Company's obligation to redeem 100% of Class A Ordinary Shares if the Company does not complete a Business Combination within the Business Combination Deadline; or (C) with respect to any other provision relating to the rights of Class A Ordinary Shareholders or pre-Business Combination activity, unless the Company provides the Class A Ordinary Shareholders (who are not a Director or officer of the Company) with the opportunity to redeem their Class A Ordinary Shares upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account on the following basis: (i) €10.20 per Class A Ordinary Share in case no Extension Resolution has been passed; (ii) €10.30 per Class A Ordinary Share in case one Extension Resolution has been passed; and (iii) €10.40 per Class A Ordinary Share in case two Extension Resolutions have been passed (in each case excluding any pro rata entitlement to any interest accrued on the Escrow Account (if any)) *minus* any negative interest in excess of the Additional Sponsor Subscription and any release fees payable to the Escrow Agent or other charges payable pursuant to the terms of the Escrow Agreement, divided by the number of then issued and outstanding Class A Ordinary Shares (not held in treasury). However, in no event will the Company redeem its Class A Ordinary Shares in an amount that would cause its net tangible assets or cash following such redemptions to fall below any minimum amount of net tangible assets or cash that may be required as a condition contained in any agreement relating to a Business Combination.

3. The Sponsor and each Insider acknowledges that it, he or she has no right, title, interest or claim of any kind in or to any monies held in the Escrow Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Class B Ordinary Shares held by it, him or her, and the Sponsor and each Insider further waives any rights to distributions with respect to the Class B Ordinary Shares held by it including distributions from the Escrow Account if the Company fails to complete a Business Combination by the Business Combination Completion Date. The Sponsor and each Insider hereby further waives, with respect to any Class A Ordinary Shares held by it, him or her (and/or any Class A Ordinary Shares issuable to him, her or it upon the exercise of any Founder Warrants or upon the automatic conversion of any Class B Ordinary Shares following the completion of a Business Combination), if any, any redemption rights it, he or she may have in connection with: (i) the completion of a Business Combination, including, without limitation, any such rights available in the context of a shareholder vote to approve or enter into such Business Combination; and (ii) a shareholder vote to amend or resolve (any of the clauses of) the Company's Articles of Association: (a) to affect the substance or timing of the Company's obligation to allow redemption in connection with the Business Combination or to redeem their Class A Ordinary Shares for cash if the Company proposes an amendment to its Articles of Association; (b) in a manner that would affect the substance or timing of the Company's obligation to redeem 100% of Class A Ordinary Shares if the Company does not complete a Business Combination within the Business Combination Deadline; or (c) with respect to any other provision relating to the rights of Class A Ordinary Shareholders or pre-Business Combination activity; provided that the Sponsor and the Insiders shall be entitled to redemption and liquidation rights with respect to any Class A Ordinary Shares it, him or her hold if the Company fails to complete a Business Combination by the Business Combination Deadline.

4. In the event of the liquidation of the Escrow Account, the Sponsor (which for purposes of clarification shall not extend to any officer, member or manager of the Sponsor) agrees to indemnify and hold harmless the Company against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, whether pending or threatened, or any claim whatsoever) to which the Company may become subject as a result of any claim by any third party (other than the statutory auditors, insurance providers, the Underwriter, the Listing and Paying Agent, the Escrow Agent and the respective legal counsel to the Company and the Underwriter) for services rendered or products sold to the Company or a prospective target company or business with which the Company has discussed entering into a transaction agreement (a "**Target**"); provided, however, that such indemnification of the Company by the Sponsor shall apply only to the extent necessary to ensure that such claims by a third party for services rendered (other than the statutory auditors, insurance providers, the Underwriter, the Listing and Paying Agent, the Escrow Agent and the respective legal counsel to the Company and the Underwriter) or products sold to the Company or a Target do not reduce the amount of funds in the Escrow Account to below: (A) (i) €10.20 per Class A Ordinary Share in case no Extension Resolution has been passed; (ii) €10.30 per Class A Ordinary Share in case one Extension Resolution has been passed; and (iii) €10.40 per Class A Ordinary Share in case two Extension Resolutions have been passed; or (B) such lesser amount per Class A Ordinary Share held in the Escrow Account as of the date of the liquidation of the Escrow Account, due to reductions in value of the escrow assets, except as to any claims by a third

party or a Target that executed a waiver of any and all rights to seek access to the Escrow Account and except as to any claims under the indemnity of the Underwriter against certain liabilities. In the event that any such executed waiver is deemed to be unenforceable against such third party, the Sponsor shall not be responsible to the extent of any liability for such third-party claims. The Sponsor shall have the right to defend against any such claim with counsel of its choice reasonably satisfactory to the Company if, within fifteen (15) days following written receipt of notice of the claim to the Sponsor, the Sponsor notifies the Company in writing that it shall undertake such defense.

6. The Sponsor and each Insider hereby agrees and acknowledges that: (i) each of the Underwriter and the Company would be irreparably injured in the event of a breach by the Sponsor of its obligations under paragraphs 1, 2, 3, 4, 5, 7(a) and 7(b) and by each Insider of its obligations under paragraphs 1, 2, 3, 7(a) and 7(b) of this Letter Agreement; (ii) monetary damages may not be an adequate remedy for such breach and (iii) the non-breaching party shall be entitled to seek injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

7. (a) Subject to the exceptions set forth herein, the Sponsor and each Insider agree not to transfer, assign or sell any Class B Ordinary Shares (or Class A Ordinary Shares issuable upon the automatic conversion thereof in accordance with the Promote Schedule) held by it, him or her until the earlier to occur of: (i) one (1) year after the Business Combination Completion Date; and (ii) subsequent to the Business Combination, the date: (x) on which the last reported sale price of the Class A Ordinary Shares equals or exceeds €12.00 per Class A Ordinary Share (as adjusted for share sub-divisions, share dividends, rights issuances, reorganizations, recapitalizations and the like) for any twenty (20) Trading Days within any thirty (30) Trading Day period; or (y) following the Business Combination Completion Date on which the Company completes a liquidation, merger, share exchange, reorganization or similar transaction, whichever is earlier.

(b) Subject to the exceptions set forth herein, the Sponsor and each Insider agrees not to transfer, assign or sell any Founder Warrants (or Class A Ordinary Shares issued or issuable upon the exercise thereof) held by it, he or she until thirty (30) days after the Business Combination Completion Date.

(paragraphs 7(a) and 7(b) being, the “**Lock-up**”)

(c) Notwithstanding the provisions set forth in paragraphs 7(a) and 7(b), the following transfers of Class B Ordinary Shares, Founder Warrants and Class A Ordinary Shares issued or issuable upon the exercise of the Founder Warrants or upon the automatic conversion of the Class B Ordinary Shares following completion of a Business Combination and that are held by the Sponsor, any Insider or any of their permitted transferees, as applicable (that have complied with any applicable requirements of this paragraph 7(c)), are permitted: (i) the Directors or officers of the Company any affiliates or family members of any of the Directors or officers of the Company, the Sponsor, any members of the Sponsor, or any affiliates of the Sponsor; (ii) in the case of an individual, by gift to a member of the individual’s immediate family or to a trust, the beneficiary of which is a member of the individual’s immediate family or an affiliate of such person, or to a charitable organization; (iii) in the case of an individual, by virtue of distribution upon death of the individual; (iv) by private sales or transfers made in connection with the completion of a Business Combination at prices no greater than the price at which the Founder Warrants were originally purchased; (v) in the event of a liquidation of the Company prior to completion of a Business Combination; (vi) in the case of an entity, by virtue of the laws of its jurisdiction or its organizational documents or operating agreement; or (vi) in the event of completion of a liquidation, merger, share exchange, reorganization or other similar transaction which results in all of the Class A Ordinary Shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property subsequent to completion of a Business Combination (the foregoing being “**Permitted Transferees**”); provided, however, that in the case of clauses (i) through (vii), these permitted transferees must enter into a written agreement with the Company agreeing to be bound by these transfer restrictions.

(d) Notwithstanding the provisions set forth in paragraphs 7(a), 7(b) and 7(c), the Company may, with the prior written consent of the Underwriter, release from the Lock-up any of the Class B Ordinary Shares, Founder Warrants and/or Class A Ordinary Shares issued or issuable upon the exercise of the Founder Warrants or the automatic conversion of the Class B Ordinary Shares following completion of a Business Combination and that are held by the Sponsor, any Insider or any of their Permitted Transferees.

8. The Sponsor and each Insider represents and warrants to the Company as at the date hereof that it, he or she during the five years preceding the date of this Letter Agreement (i) has not been convicted of fraudulent offenses; (ii) has not served as a director or officer of any entity subject to bankruptcy proceedings, receivership, liquidation or administration; or (iii) has not been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies), or disqualification by a court from acting as a member of the administrative, management or supervisory body of an issuer, or from acting in the management or conduct of the affairs of any issuer. Each Insider's biographical information furnished to the Company and the Underwriter, if any (including any such information that is included in the Prospectus), is true and accurate in all respects and does not omit any material information with respect to such Insider's background. Each Director's questionnaire furnished to the Company and the Underwriter, if any (including any such information that is included in the Prospectus), is true and accurate in all respects. Each Insider represents and warrants that: (i) such Insider is not subject to or a respondent in any legal action for, any injunction, cease-and-desist order or order or stipulation to desist or refrain from any act or practice relating to the offering of securities in any jurisdiction; and (ii) such Insider has never been convicted of, or pleaded guilty to, any crime: (a) involving fraud; (b) relating to any financial transaction or handling of funds of another person; or (c) pertaining to any dealings in any securities and such Insider is not currently a defendant in any such criminal proceeding.

9. Except as disclosed in, or as expressly contemplated by, the Prospectus, none of the Sponsor, the Insiders or their respective affiliates, shall receive from the Company any finder's fee, reimbursement, monies in respect of any repayment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate the completion of the Company's initial Business Combination (regardless of the type of transaction that it is).

10. The Sponsor and each Insider has full right and power, without violating any agreement to which it, he or she is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Letter Agreement and, as applicable, to serve as a director on the board of directors of the Company and each Insider hereby consents to being named in the Prospectus as an officer and/or director of the Company, as applicable.

11. As used herein: (i) "**Business Combination**" shall mean the Company effecting a merger, capital share exchange, asset acquisition, stock purchase, reorganization or similar business combination with a target business or entity; (ii) "**Class B Ordinary Shares**" shall mean the class B ordinary shares of the Company, which have a nominal value of €0.0001 each, held by the Sponsor, the Company's independent directors and any other holder prior to the completion of the Offering; (iii) "**Escrow Account**" shall mean the escrow account opened by the Company with Intertrust Escrow and Settlements B.V.; (iv) "**First Extension Period**" shall mean an initial three-month extension period that the Company has to complete a Business Combination beyond the Initial Business Combination Deadline subject to a shareholder vote; (v) "**Founder Warrants**" shall mean the warrants to purchase up to 3,800,000 Class A Ordinary Shares that the Sponsor has agreed to purchase for an aggregate purchase price of approximately €5.7 million, or €1.50 per warrant, in a private placement that shall occur simultaneously with the completion of the Offering; (vi) "**Initial Business Combination Deadline**" shall mean the period of 15 months following the Settlement Date; (vii) "**Promote Schedule**" shall have the meaning given to it in the Prospectus; (viii) "**Second Extension Period**" shall mean a further three-month extension period that the Company has to complete a Business Combination beyond the Initial Business Combination Deadline and the First Extension Period subject to a shareholder vote; and (ix) "**Shares**" shall mean the shares in the Company outstanding from time to time and including both Class A Ordinary Shares and Class B Ordinary Shares, and an holder of one or more Shares a "**Shareholder**".

12. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby and no party has relied on any such understandings, agreements or representations which are not expressly set out herein. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by: (i) each Insider that is the subject of any such change, amendment, modification or waiver; and (ii) the Sponsor. Each of the parties hereto hereby acknowledges and agrees that the Underwriter is a third-party beneficiary of this Letter Agreement.

13. No party hereto may assign either this Letter Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties. Any purported assignment in violation of this paragraph 13 shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the Company, the Sponsor, each Insider and each of their respective successors, heirs and assigns and permitted transferees.

14. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. The parties hereto: (i) irrevocably and unconditionally agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of the State of New York located in the City and County of New York, Borough of Manhattan, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive; and (ii) waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum or that the venue of the suit, action or proceeding is improper or that this Letter Agreement or the subject matter hereof may not be enforced in or by such court.

15. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or by electronic transmission.

16. Each party to this Letter Agreement shall not be liable for any breaches or misrepresentations contained in this Letter Agreement by any other party to this Letter Agreement (including, for the avoidance of doubt, any Insider with respect to any other Insider), and no party shall be liable or responsible for the obligations of another party, including, without limitation, indemnification obligations and notice obligations.

17. This Letter Agreement shall terminate on the earlier of: (i) the expiration of the period set out in paragraph 7(a); and (ii) the liquidation of the Company; *provided, however*, that this Letter Agreement shall earlier terminate in the event that the Offering is not completed and closed by December 31, 2021, *provided further* that paragraph 4 of this Letter Agreement shall survive such liquidation.

18. This Letter Agreement may be executed in any number of original or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

Sincerely,

EAC SPONSOR LIMITED

By: *Martyn Roussel*

Name: Martyn Roussel

Title: Director

By: _____

Name: **TERESA TEAGUE**

By: _____

Name: **JAMES HENDERSON**

By: _____

Name: **STEPHAN BORCHERT**

By: _____

Name: **NISHA KUMAR**

By: _____

Name: **JAN ZIJDERVELD**

Sincerely,

EAC SPONSOR LIMITED

By: _____
Name: _____
Title: _____

By: 
Name: **TERESA TEAGUE**

By: _____
Name: **JAMES HENDERSON**

By: _____
Name: **STEPHAN BORCHERT**

By: _____
Name: **NISHA KUMAR**

By: _____
Name: **JAN ZIJDERVELD**

Sincerely,

EAC SPONSOR LIMITED

By: _____
Name: _____
Title: _____

By: _____
Name: **TERESA TEAGUE**

By: *James Henderson*
Name: **JAMES HENDERSON**

By: _____
Name: **STEPHAN BORCHERT**

By: _____
Name: **NISHA KUMAR**

By: _____
Name: **JAN ZIJDERVELD**

Sincerely,

EAC SPONSOR LIMITED

By: _____
Name: _____
Title: _____

By: _____
Name: **TERESA TEAGUE**

By: _____
Name: **JAMES HENDERSON**

By:  _____
Name: **STEPHAN BORCHERT**

By: _____
Name: **NISHA KUMAR**

By: _____
Name: **JAN ZIJDERVELD**

Sincerely,

EAC SPONSOR LIMITED

By: _____
Name: _____
Title: _____

By: _____
Name: **TERESA TEAGUE**

By: _____
Name: **JAMES HENDERSON**

By: _____
Name: **STEPHAN BORCHERT**

By: *Nisha Kumar*
Name: **NISHA KUMAR**

By: _____
Name: **JAN ZIJDERVELD**

Sincerely,

EAC SPONSOR LIMITED

By: _____
Name: _____
Title: _____

By: _____
Name: **TERESA TEAGUE**

By: _____
Name: **JAMES HENDERSON**

By: _____
Name: **STEPHAN BORCHERT**

By: _____
Name: **NISHA KUMAR**

By: 
Name: **JAN ZIJDERVELD**

Acknowledged and Agreed:

EPIC ACQUISITION CORP

By: _____
Name
Title: