

## FORWARD PURCHASE AGREEMENT

This Forward Purchase Agreement (this “**Agreement**”) is entered into as of December 6, 2021, by and among Brigade-M3 European Acquisition Corp., a blank cheque company incorporated under the laws of the Cayman Islands as an exempted company with limited liability (the “**Company**”), and the party listed as the purchaser on the signature page hereof (the “**Purchaser**”).

WHEREAS, the Company was incorporated for the purpose of effecting a merger, consolidation, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with an operating company (a “**Business Combination**”);

WHEREAS, the Company intends to file with the Authority for the Financial Markets (“**AFM**”) a prospectus (the “**Prospectus**”) for its initial public offering (“**Offering**”) of units (the “**Units**”) at a price of \$10.00 per Unit, each exchangeable for one ordinary share with a nominal value of \$0.0001 per share (the “**Ordinary Shares**”, and each an “**Ordinary Share**”, and a holder of one or more Ordinary Share(s), an “**Ordinary Shareholder**”); and 1/2 of a redeemable warrant (each whole warrant a “**Public Warrant**” and together the “**Public Warrants**”);

WHEREAS, capitalized terms used but not defined in this Agreement have the meaning given to them in the Prospectus;

WHEREAS, the Company’s sponsor, Brigade SPAC Sponsor II LLC (the “**Sponsor**”), has committed to purchase an aggregate of up to 10,850,000 warrants (or up to 11,600,000 warrants if the Over-allotment Option is exercised in full) at a purchase price of \$1.00 per warrant in a private placement that will close one business day prior to the Settlement Date (the “**Sponsor Warrants**”, and, collectively with the Public Warrants, the “**Warrants**”). The figures in this paragraph assume a maximum Offering size of 25,000,000 Units and the exercise of the Over-allotment Option in full; if the final size of the Offering is less than 25,000,000 Units or the Over-allotment Option is not exercised in full, the number of Sponsor Warrants to be subscribed by the Sponsor will be lower due to the lower Public Offering Commission Cover and the lower Escrow Overfunding resulting from a smaller Offering;

WHEREAS, the Sponsor has subscribed for 7,187,500 Sponsor Shares (each a “**Sponsor Share**”). The Sponsor Shares are not part of the Offering and will not be admitted to listing or trading on any trading platform. Subject to the terms and conditions set out in this Prospectus, the Sponsor Shares will be converted into Ordinary Shares on a one-for-one basis upon the Business Combination Closing (as defined below). If the number of Units issued in the Offering is less than 25,000,000 Units or if the Over-allotment Option is not exercised in full, a number of the Sponsor Shares held by the Sponsor Entity will be subject to forfeiture to ensure that the total number of Sponsor Shares will always represent 20% of the total aggregate number of Ordinary Shares and Sponsor Shares in issue immediately following the Offering;

WHEREAS, following the closing of the Offering (the “**Offering Closing**”), the Company will seek to consummate a Business Combination;

WHEREAS, the parties wish to enter into this Agreement, pursuant to which immediately prior to the closing of the Company’s initial Business Combination (the “**Business Combination Closing**”), the Company shall issue, at its own election and subject to certain conditions described below, and sell, and the Purchaser shall purchase, on a private placement basis, up to the number of Ordinary Shares determined pursuant to Section 1(a)(i) hereof (the “**Forward Purchase Shares**” or the “**Forward Purchase Securities**”) on the terms and conditions set forth herein;

WHEREAS, proceeds from the Offering and a portion of the sale of the Sponsor Warrants, together, in an aggregate amount equal to the gross proceeds from the Offering plus the proceeds from the Escrow Overfunding will be deposited into an escrow account for the benefit of the holders of the Ordinary Shares (the “**Escrow Account**”), as described in the Prospectus; and

WHEREAS, the amounts available to the Company from the Escrow Account (after giving effect to any redemptions of Ordinary Shares, the payment of the Deferred Placing Commission due to Cantor-Aurel, a division of Aurel BGC SAS (“Cantor-Aurel”) for the Offering, the payment of the Financial Adviser Commission to the Financial Adviser, and the refund to the Sponsor Entity of any Excess Costs provided in the form of promissory notes) and any other equity or debt financing obtained by the Company in connection with the Business Combination, together with the proceeds from the issue of the Forward Purchase Shares, will be used to satisfy the cash requirements of the Business Combination, including funding the purchase price and paying expenses and retaining amounts specified in the definitive agreement for the Business Combination to be retained for use by the post-Business Combination company for working capital or other purposes (the “Cash Requirements”).

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## 1. SALE AND PURCHASE

### 1.1 Forward Purchase Securities

- (a) Subject to the conditions set out in clause 6 being satisfied or waived and subject to the Company so electing (in its sole discretion), the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, at the Company’s discretion, up to the number of Forward Purchase Shares which is the quotient of (x) \$25,000,000 being the amount of capital committed by the Purchaser and allocated to this Agreement (such amount, the “FPS Purchase Price”), and (y) \$10.00 (the “Number of Forward Purchase Shares”). Notwithstanding the foregoing, if the Company consummates a third-party investment transaction (a “PIPE”) in accordance with Section 6.1(g) and such investment is made in the form of the purchase of securities convertible into Ordinary Shares (the “Convertible PIPE Securities”), the Purchaser shall be entitled, at its election, to purchase such Convertible PIPE Securities on the same terms and price per security as the PIPE for an aggregate purchase price equal to the FPS Purchase Price, with any such purchase reducing its obligation to purchase the Forward Purchase Securities on a dollar-for-dollar basis. The total aggregate purchase price of any Forward Purchase Securities and Convertible PIPE Securities and Convertible PIPE Securities purchased or to be purchased pursuant to the terms of this paragraph is referred to herein as the “Total Forward Purchase”.
- (b) The Company shall deliver written notice to the Purchaser as early as practicable, and in any case at least ten (10) Business Days before the funding of the FPS Purchase Price to the FPS Escrow Account (defined below), specifying the anticipated date of the Business Combination Closing, instructions for wiring the FPS Purchase Price to an account (the “FPS Escrow Account”) of a third-party escrow agent (the “FPS Escrow Agent”), pursuant to a customary escrow agreement between the Company, the Purchaser and the FPS Escrow Agent (the “FPS Escrow Agreement”). The FPS Escrow Agreement shall provide that the FPS Escrow Account and the proceeds thereof are held by and solely for the account of the Purchaser prior to the application of the proceeds thereof in accordance with this Agreement. Two (2) Business Days before the anticipated date of the Business Combination Closing specified in such written notice, the Purchaser shall deliver the FPS Purchase Price in cash via wire transfer to the account specified in such written notice, to be held in escrow pending the Business Combination Closing. If the Business Combination Closing does not occur within thirty (30) days after the Purchaser delivers the FPS Purchase Price to the FPS Escrow Agent, the FPS Escrow Agreement will provide that the FPS Escrow Agent shall automatically

return to the Purchaser the FPS Purchase Price; provided that the return of the FPS Purchase Price placed in escrow shall not terminate the Agreement or otherwise relieve either party of any of its obligations hereunder. The Purchaser agrees that it shall cooperate in good faith and use reasonable best efforts to effect the funding of the FPS Purchase Price on such notice as necessary to facilitate the consummation of the proposed Business Combination, to the extent the terms and conditions herein have been satisfied. For the purposes of this Agreement, "**Business Day**" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York, Amsterdam or London.

- (c) The closing of the sale of the Forward Purchase Securities (the "**FPS Closing**") shall be held on substantially concurrently with, and immediately prior to, the Business Combination Closing (such date being referred to as the "**Closing Date**"). At the FPS Closing, the Company will issue to the Purchaser the Forward Purchase Securities, registered in the name of the Purchaser, against (and concurrently with) release of the FPS Purchase Price by the FPS Escrow Agent to the Company.

#### 1.2 Delivery of Forward Purchase Securities

The Company shall instruct the Company's transfer agent to transfer the Forward Purchase Securities to the Purchaser through the book-entry systems of Euroclear Nederland on or promptly after (but in no event more than two (2) Business Days after) the date of the FPS Closing.

- 1.3 The Purchaser will have the right to transfer a portion of its obligation to subscribe for the new Ordinary Shares to an affiliate, subject to compliance with applicable securities laws; provided, further, that no such transfer shall relieve the Purchaser of its obligations under this Agreement (including its obligation to subscribe for Forward Purchase Securities subject to the conditions set forth herein).

### 2. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents and warrants to the Company as follows, as of the date hereof:

#### 2.1 Organization and Power

The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation (if the concept of "good standing" is a recognized concept in such jurisdiction) and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

#### 2.2 Authorization

The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute the valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

#### 2.3 Governmental Consents and Filings

No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the

part of the Purchaser in connection with the consummation of the transactions contemplated by this Agreement.

#### 2.4 Compliance with Other Instruments

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of its organizational documents, if applicable, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Purchaser, in each case (other than clause (i)), which would have a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement.

#### 2.5 Purchase Entirely for Own Account

This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Forward Purchase Securities to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of law. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Forward Purchase Securities. If the Purchaser was formed for the specific purpose of acquiring the Forward Purchase Securities, each of its equity owners is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. For purposes of this Agreement, "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or any government or any department or agency thereof.

#### 2.6 Disclosure of Information

The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering and sale of the Forward Purchase Securities, as well as the terms of the Offering, with the Company's management.

#### 2.7 Restricted Securities

The Purchaser understands that the offer and sale of the Forward Purchase Securities to the Purchaser has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Forward Purchase Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Forward Purchase Securities, and requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser acknowledges that the Company filed the Prospectus for the Offering with AFM. The Purchaser understands that the offering of the Forward Purchase Securities hereunder is not, and is not intended to be, part of the Offering.

2.8 High Degree of Risk

The Purchaser understands that its agreement to purchase the Forward Purchase Securities involves a high degree of risk which could cause the Purchaser to lose all or part of its investment.

2.9 Accredited Investor

The Purchaser is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act with sufficient knowledge and expertise to participate in the purchase of the Forward Purchase Securities.

2.10 Foreign Investors

If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Forward Purchase Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Forward Purchase Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Forward Purchase Securities. The Purchaser’s subscription and payment for and continued beneficial ownership of the Forward Purchase Securities will not violate any applicable securities or other laws of the Purchaser’s jurisdiction.

2.11 Investment Representations

- (a) The Purchaser is aware that it must bear the economic risk of an investment in the Forward Purchase Securities for an indefinite period of time, and it has the ability to bear such economic risk of investment in the Forward Purchase Securities, has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in the Forward Purchase Securities, and is able to sustain a complete loss of its investment in the Forward Purchase Securities;
- (b) The Purchaser has been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Forward Purchase Securities which have been requested by the Purchaser. The Purchaser has been afforded the opportunity to ask questions of the executive officers and directors of the Company. The Purchaser understands that its investment in the Forward Purchase Securities involves a high degree of risk and it has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to the acquisition of the Forward Purchase Securities.
- (c) The Purchaser understands that no government or governmental agency has passed on or made any recommendation or endorsement of the Forward Purchase Securities or the fairness or suitability of the investment in the Forward Purchase Securities by the Purchaser nor have such authorities passed upon or endorsed the merits of the offering of the Forward Purchase Securities.
- (d) The Purchaser has such knowledge and experience in financial and business matters, knows of the high degree of risk associated with investments in the securities of companies in the development stage such as the Company, is capable of evaluating the merits and risks of an investment in the Forward Purchase Securities and is able to bear the economic risk of an investment in the Forward Purchase Securities in the amount contemplated hereunder for an indefinite period of time. The Purchaser has adequate

means of providing for its current financial needs and contingencies and will have no current or anticipated future needs for liquidity which would be jeopardized by the investment in the Forward Purchase Securities. The Purchaser can afford a complete loss of its investments in the Forward Purchase Securities.

2.12 Residence

The principal place of business of the Purchaser is the office located at the address of the Purchaser set forth on the signature page hereof.

2.13 Inside Information

The Purchaser acknowledges its obligations under applicable securities laws with respect to the treatment of inside information relating to the Company within the meaning of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (the "**Market Abuse Regulation**").

2.14 Adequacy of Financing

The Purchaser has, or will have available to it sufficient funds to satisfy its obligations under this Agreement.

2.15 No Other Representations and Warranties; Non-Reliance

Except for the specific representations and warranties contained in this Section 2 and in any certificate or agreement delivered pursuant hereto, none of the Purchaser nor any person acting on behalf of the Purchaser nor any of the Purchaser's affiliates (the "**Purchaser Parties**") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Purchaser and the offering, sale and purchase of the Forward Purchase Securities, and the Purchaser Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by the Company in Section 3 of this Agreement and in any certificate or agreement delivered pursuant hereto, the Purchaser Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by the Company, any person on behalf of the Company or any of the Company's affiliates (collectively, the "**Company Parties**").

**3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The Company represents and warrants to the Purchaser as follows as of the date hereof:

3.1 Incorporation and Corporate Power

The Company is a corporation incorporated and validly existing and in good standing under the laws of Cayman Islands and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company has no subsidiaries.

3.2 Capitalization

The authorized share capital of the Company, as of the date hereof, is \$53,000,000, divided into:

- (a) 250,000,000 Units;
- (b) 250,000,000 Ordinary Shares; and
- (c) 30,000,000 Sponsor Shares,

each having a nominal value of \$0.0001.

### 3.3 Authorization

All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement, and to issue the Forward Purchase Securities at the FPS Closing, and the securities issuable upon conversion or exercise of the Forward Purchase Securities, has been taken or will be taken prior to the FPS Closing, as applicable. All action on the part of the stockholders, directors and officers of the Company necessary for the execution and delivery of this Agreement, the performance of all obligations of the Company under this Agreement to be performed as of the FPS Closing, and the issuance and delivery of the Forward Purchase Securities and the securities issuable upon conversion or exercise of the Forward Purchase Securities has been taken or will be taken prior to the FPS Closing, as applicable. This Agreement, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Registration Rights may be limited by applicable federal or state securities laws.

### 3.4 Valid Issuance of Forward Purchase Securities.

The Forward Purchase Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and non-assessable and free of all pre-emptive or similar rights, liens, encumbrances and charges with respect to the issue thereof and restrictions on transfer other than restrictions on transfer specified under this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Purchaser. Assuming the accuracy of the representations of the Purchaser in this Agreement and subject to the filings described in Section 3(e) below, the Forward Purchase Securities will be issued in compliance with all applicable US federal and state securities laws.

### 3.5 Governmental Consents and Filings

Assuming the accuracy of the representations and warranties made by the Purchaser in this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for any substantial shareholding notifications to the AFM pursuant to the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and other applicable securities laws.

### 3.6 Compliance with Other Instruments

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement by the Company will not result in any violation or default (i) of any provisions of the Company's articles of association, as they may be amended from time to time (the "Articles of Association") or its other governing documents, (ii) of any instrument, judgment, order, writ or decree to which the Company is a party or by which the Company is bound, (iii) under any note, indenture or mortgage to which the Company is a party or by which the Company is bound, (iv) under any lease, agreement, contract or purchase order to which the Company is a party or by which the Company is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Company, in each case (other than clause (i)) which would have a material adverse effect on the Company or its ability to consummate the transactions contemplated by this Agreement.

### 3.7 Operations

As of the date hereof, the Company has not conducted, and prior to the Offering Closing the Company will not conduct, any operations other than organizational activities and activities in connection with the Offering and offerings of the Forward Purchase Securities.

### 3.8 Foreign Corrupt Practices

The Company has not and no director, officer and, to the knowledge of the Company, agent, affiliate or other person associated with or acting on behalf of the Company has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense; (ii) made, offered, promised or authorized any direct or indirect unlawful payment; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, the Bribery Act 2010 of the United Kingdom, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any other applicable anti-bribery or anti-corruption law (collectively, "Anti-Bribery Laws"); or (iv) made, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or in violation of any applicable law (including, without limitation, Anti-Bribery Laws); and the Company has conducted its business in compliance in all material respects with applicable anti-corruption laws and will not directly or indirectly use the proceeds of Units or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate applicable anti-corruption laws and regulation. The Company has instituted and maintains policies and procedures reasonably designed to promote and ensure continued compliance with all Anti-Bribery Laws and with the representation and warranty contained herein.

### 3.9 Compliance with Anti-Money Laundering Laws

The operations of the Company are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company conducts its business (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

### 3.10 Absence of Litigation

There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company or any of the Company's officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such.

### 3.11 Securities Laws Matters

- (a) No permit, consent, approval or authorisation of, or declaration to or filing with, any governmental authority is required in connection with the execution, delivery and performance by the Company of this Agreement or the consummation by the Company of any other transactions contemplated hereby.
- (b) Neither the Company nor any person acting on its behalf has engaged, in connection with the issue of the Forward Purchase Securities, in any directed selling efforts (as such term is defined in Regulation S);

- (c) Neither of the Company nor any person acting on its behalf has engaged, in connection with the issue of the Forward Purchase Securities, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act;
- (d) Neither the Company nor the directors, so far as the Company is aware having made due and careful enquiries any person acting on its or any of its behalf has, directly or indirectly, solicited any offer to buy, sold or offered to sell or otherwise negotiated in respect of any offer to buy, sell or offer to sell or otherwise negotiate in respect of, in the United States, any security which is or would be integrated with the sale of the Forward Purchase Securities in a manner that would require the Forward Purchase Securities to be registered under the Securities Act;
- (e) Forward Purchase Securities are eligible for resale pursuant to Rule 144A and will not be, on the Closing Date, of the same class (within the meaning of Rule 144A) as shares listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted in a U.S. automated interdealer quotation system;
- (f) It is not necessary in connection with the offer, sale and delivery of the Forward Purchase Securities in the manner contemplated by this agreement to register the Forward Purchase Securities under the Securities Act.
- (g) Neither the Company, nor any of its officers, directors, employees, agents or stockholders has either directly or indirectly, including through a broker or finder, (i) engaged in any general solicitation or general advertising (within the meaning of Regulation D under the US Securities Act of 1933), or (ii) published any advertisement in connection with the offer and sale of the Forward Purchase Securities.

#### 3.12 No Other Representations and Warranties; Non-Reliance

Except for the specific representations and warranties contained in this Section 3 and in any certificate or agreement delivered pursuant hereto, none of the Company Parties has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Company, the offering, sale and purchase of the Forward Purchase Securities, the Offering or a potential Business Combination, and the Company Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by the Purchaser in Section 2 of this Agreement and in any certificate or agreement delivered pursuant hereto, the Company Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by any of the Purchaser Parties.

#### 4. **ADDITIONAL AGREEMENTS, ACKNOWLEDGEMENTS AND WAIVERS OF THE PURCHASER.**

##### 4.1 IPO Escrow Account

- (a) The Purchaser hereby acknowledges that it is aware that the Company will establish an escrow account with HSBC Bank plc (the “**IPO Escrow Account**”) for the benefit of its public stockholders upon the Offering Closing. The Purchaser, for itself and its affiliates, hereby agrees that it has no right, title, interest or claim of any kind in or to any monies held in the IPO Escrow Account, or any other asset of the Company as a result of any liquidation of the Company, except for redemption and liquidation rights, if any, the Purchaser may have in respect of any Ordinary Shares issued in the Offering held by it.
- (b) The Purchaser hereby agrees that it shall have no right of set-off or any right, title, interest or claim of any kind (“**Claim**”) to, or to any monies in, the IPO Escrow

Account, and hereby irrevocably waives any Claim to, or to any monies in, the IPO Escrow Account that it may have now or in the future, except for redemption and liquidation rights, if any, the Purchaser may have in respect of any Ordinary Shares held by it. In the event the Purchaser has any Claim against the Company under this Agreement, the Purchaser shall not pursue such Claim against the IPO Escrow Account or against the property or any monies in the IPO Escrow Account, except for redemption and liquidation rights, if any, the Purchaser may have in respect of any Ordinary Shares held by it.

4.2 No Short Sales

The Purchaser hereby agrees that neither it, nor any person or entity acting on its behalf or pursuant to any understanding with it, will engage in any Short Sales with respect to securities of the Company prior to the Business Combination Closing. For purposes of this Section 4(b), “Short Sales” shall include, without limitation, all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps (as amended from time to time), and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

4.3 Lockup

Subject to clause 1.3, the Purchaser hereby agrees that the Forward Purchase Shares will be subject to a lockup restricting the resale thereof for a period of time and on terms not less favorable to the Purchaser than the lockup applicable to securities sold by the Company in the PIPE provided that such restrictions can be no longer than six months following the initial business combination.

**5. ADDITIONAL AGREEMENTS OF THE COMPANY.**

5.1 No Inside Information

The Company agrees that no information provided to the Purchaser in connection with this Agreement will, upon the Offering Closing, constitute inside information of the Company for the purposes of the Market Abuse Regulation.

5.2 Euronext Amsterdam Listing

The Company will use commercially reasonable efforts to effect and maintain the listing of the Ordinary Shares (including the Forward Purchase Securities, when issued) on Euronext Amsterdam.

**6. FPS CLOSING CONDITIONS.**

6.1 The obligation of the Purchaser to purchase the Forward Purchase Securities at the FPS Closing under this Agreement shall be subject to the fulfillment at or prior to the FPS Closing, as reasonably determined by the Purchaser in good faith, of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Purchaser:

- (a) The Offering Closing occurring on or before 31 December 2021;

- (b) The Business Combination shall be consummated substantially concurrently with, and immediately following, the purchase of the Forward Purchase Securities;
- (c) The ratio of enterprise value to the projected full fiscal year Adjusted EBITDA (as defined below) of the target in the Business Combination for the first fiscal year following entry into the definitive agreement related to the Business Combination is less than or equal to 15.00:1.00, and the Purchaser shall have received detailed financial statements and back-up information supporting such calculation at least ten (10) Business Days prior to the date of the signing of such definitive agreement. “**Adjusted EBITDA**” shall mean, for any period, with respect to the target, the adjusted EBITDA measure presented to potential investors in the PIPE (as defined below) in connection with the Business Combination, which shall be reasonable and prepared in good faith at the time such calculations are made, and the Company shall provide Purchaser with written confirmation of the calculation of Adjusted EBITDA from either the principal executive officer or principal financial officer of the target, which for the avoidance of doubt can be via email;
- (d) The Company shall have delivered to such Purchaser the delivery by the Company to the Forward Purchase Affiliate of a certificate evidencing its good standing as a company incorporated in the Cayman Islands within five (5) Business Days of the Closing Date;
- (e) The representations and warranties of the Company set forth in Section 3 of this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the FPS Closing, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct in all material respects as of such specified date);
- (f) The Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the FPS Closing;
- (g) No order, writ, judgment, injunction, decree, determination, or award shall have been entered or threatened by or with any governmental, regulatory, or administrative authority or any court, tribunal, or judicial, or arbitral body, and no other legal restraint or prohibition shall be in effect or threatened, preventing the purchase by the Purchaser of the Forward Purchase Securities;
- (h) Substantially concurrently with the purchase of the Forward Purchase Securities, the Company shall have consummated a PIPE for the purchase of common stock of the Company at a price of \$10.00 per share or Convertible PIPE Securities, pursuant to which the Company shall have received net cash proceeds from third-party investors who are not affiliates of the Company or the Sponsor in an aggregate amount of at least three times the Total Forward Purchase. For the avoidance of doubt, if such third-party investment is made in the form of Convertible PIPE Securities, the Purchaser shall be entitled to elect to purchase such Convertible PIPE Securities in lieu of its purchase of the Forward Purchase Securities in accordance with Section 1(a)(i); and
- (i) The Company shall have reimbursed Purchaser for Purchaser’s costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby, including all reasonable and documented out-of-pocket fees and expenses of agents, representatives, financial advisors, legal counsel and accountants, in accordance with Section 8(n).

6.2 The obligation of the Company to sell the Forward Purchase Securities at the FPS Closing under this Agreement shall be subject to the fulfilment, at or prior to the FPS Closing of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Company:

- (a) The Business Combination shall be consummated substantially concurrently with, and immediately following, the purchase of the Forward Purchase Securities;
- (b) The representations and warranties of the Purchaser set forth in Section 2 of this Agreement shall have been true and correct as of the date hereof and shall be true and correct as of the FPS Closing, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement;
- (c) The Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or prior to the FPS Closing; and
- (d) No order, writ, judgment, injunction, decree, determination, or award shall have been entered or threatened by or with any governmental, regulatory, or administrative authority or any court, tribunal, or judicial, or arbitral body, and no other legal restraint or prohibition shall be in effect or threatened, preventing the purchase by the Purchaser of the Forward Purchase Securities.

## 7. TERMINATION.

7.1 This Agreement may be terminated at any time prior to the FPS Closing:

- (a) by mutual written consent of the Company and the Purchaser; or
- (b) automatically:
  - (i) if the Offering is not consummated on or prior to 31 December 2021; or
  - (ii) if the Business Combination is not consummated by the Business Combination Deadline.

7.2 In the event of any termination of this Agreement pursuant to this Section 7, the FPS Purchase Price (and interest thereon, if any), if previously paid, and all Purchaser's funds paid in connection herewith shall be promptly returned to the Purchaser in accordance with written instructions provided by the Purchaser to the Company, and thereafter this Agreement shall forthwith become null and void and have no effect, without any liability on the part of the Purchaser or the Company and their respective directors, officers, employees, partners, managers, members, or stockholders and all rights and obligations of each party shall cease; provided, however, that nothing contained in this Section 7 shall relieve either party from liabilities or damages arising out of any fraud or wilful breach by such party of any of its representations, warranties, covenants or agreements contained in this Agreement. Section 4(a) shall survive termination of this Agreement.

## 8. GENERAL PROVISIONS.

8.1 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, and (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile (if any) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications sent to the Company shall be sent to: Brigade-M3 European Acquisition Corp., PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands, Attn: The Directors.

All communications to the Purchaser shall be sent to the Purchaser's address as set forth on the signature page hereof, or to such e-mail address, facsimile number (if any) or address as subsequently modified by written notice given in accordance with this Section 8(a).

8.2 No Finder's Fees

Other than fees payable to Cantor-Aurel for the Offering and Financial Adviser Commission to the Financial Adviser or any other investment bank or financial advisor who assists the Company in sourcing targets for a Business Combination, which fees shall be the responsibility of the Company, each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. The Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8.3 Survival of Representations and Warranties

All of the representations and warranties contained herein shall survive the FPS Closing.

8.4 Entire Agreement

This Agreement, together with any documents, instruments and writings that are delivered pursuant hereto or referenced herein, 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.

8.5 Successors

All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.6 Assignments

Except as otherwise specifically provided herein, no party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written

consent of the other party. Notwithstanding the foregoing, the Purchaser may assign and delegate all or a portion of its rights and obligations to purchase the Forward Purchase Securities to one or more other persons upon the consent of the Company (which consent shall not be unreasonably conditioned, withheld or delayed); provided, however, that no consent of the Company shall be required if such assignment or delegation is to an affiliate of the Purchaser; provided, further, that no such assignment or delegation shall relieve the Purchaser of its obligations hereunder (including its obligation to purchase the Number of Forward Purchase Shares hereunder) and the Company shall be entitled to pursue all rights and remedies against the Purchaser subject to the terms and conditions hereof.

8.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

8.8 Headings

The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

8.9 Governing Law

This Agreement, the entire relationship of the parties hereto, and any dispute between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York.

8.10 Jurisdiction

The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York] for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of New York or the United States District Court for the Southern District of New York, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.11 **WAIVER OF JURY TRIAL**

THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

8.12 Amendments

This Agreement may not be amended, modified or waived as to any particular provision, except with the prior written consent of the Company and the Purchaser.

8.13 Severability

The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any party hereto or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator

not to be enforceable in accordance with its terms, the parties hereto agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

#### 8.14 Expenses

The Company shall be responsible for payment of its and the Purchaser's costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby, including all reasonable and documented out-of-pocket fees and expenses of agents, representatives, financial advisors, legal counsel and accountants, and shall reimburse the Purchaser for all such fees and expenses paid by the Purchaser, provided such fees and expenses shall be reimbursable only upon the Business Combination Closing. The Company shall be responsible for the fees of its transfer agent, stamp taxes and all of The Depository Trust Company's fees associated with the issuance and resale of the Forward Purchase Securities and the securities issuable upon conversion or exercise of the Forward Purchase Securities.

#### 8.15 Construction

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

#### 8.16 Waiver

No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent occurrence.

#### 8.17 Confidentiality

Except as may be required by law, regulation or applicable stock exchange listing requirements, unless and until the transactions contemplated hereby and the terms hereof are publicly announced or otherwise publicly disclosed by the Company, the parties hereto shall keep confidential and shall not publicly disclose the existence or terms of this Agreement.

#### 8.18 Specific Performance

The Purchaser agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by the Purchaser in accordance with the terms hereof and that the Company shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the date first set forth above.

**PURCHASER:**

**BRIGADE-M3 EUROPEAN FPA LP,  
acting though Brigade Capital GP, LLC**

By: 

Name: Aaron Daniels

Title: Authorized Person

Address for Notices:

c/o Brigade Capital Management, LP  
399 Park Avenue, 16th Floor  
New York, NY, 10022  
Attention: Legal and Compliance  
Email: [Compliancelegal@brigadecapital.com](mailto:Compliancelegal@brigadecapital.com)

**COMPANY:**

**BRIGADE-M3 EUROPEAN  
ACQUISITION CORP.**

By: 

Name: Brenda Rennick

Title: Director